

ASSET PURCHASE AGREEMENT (BASTROP)

THIS AGREEMENT ("Agreement") is made and entered into on the _____ day of _____, 2004, and for valuable consideration, the receipt of which is acknowledge by the parties hereto, by and between Media for the Holy Family Foundation, a Texas non-profit corporation, ("Seller") and Houston Christian Broadcasters, Inc., a Texas non-profit corporation ("Buyer").

WHEREAS, Seller is the Federal Communications Commission licensee of noncommercial FM station KMHF, facility ID # 85291, Bastrop, Texas, and noncommercial FM translator stations K286AK, facility ID#87390, Round Rock, Texas, and K284AH, facility ID #87144, Mendoza, Texas, collectively referred to as the "Stations". The applicable FCC permits applicable to the Station are attached as Exhibit 1;

WHEREAS, Buyer desires to buy and Seller desires to sell the Stations on the terms and conditions set forth in this Agreement. It is the express intent of the parties that the all fixtures, equipment and leases currently being utilized by Seller to run the Stations are included in this asset purchase agreement and shall convey to Buyer upon closing as described below.

NOW, THEREFORE, in consideration of the premises, the mutual promises of the parties contained herein, and in reliance on the representations, warranties, covenants, and conditions contained herein, and for other good and valuable consideration, the parties agree as follows:

1. **Sale and Purchase of the Stations.** Subject to the terms and conditions hereof, Seller agrees to sell, transfer, convey, assign and deliver, free and clear of all liens and encumbrances to Buyer, and Buyer agrees to purchase Stations.

2. **Purchase Price.** The consideration payable to Seller by Buyer for the Stations shall be the sum of One Hundred Twelve Thousand Dollars (\$112,000.) (the "Purchase Price"), payable as follows: Buyer shall, within ten (10) days of the date of this agreement deposit the sum of twelve thousand and no/100 dollars (\$12,000.00) (the "Bastrop Escrow Payment") into an interest bearing escrow account with John W. Saunders acting as the escrow agent ("Escrow Agent") at no cost to the Parties and governed by the terms and conditions contained within this asset purchase agreement. Upon receipt of approval from the Federal Communications Commission ("FCC") of the transfer of ownership of the Stations to Buyer as provided herein, and said approval becoming administratively final, Buyer and Seller shall withdraw the Bastrop Escrow Payment and assign same to Seller and also pay the remaining \$100,000 pursuant to paragraph 9 below, and the escrow interest being paid to the Buyer.

3. **Seller's Representations and Warranties.** Seller hereby represents and warrants to Buyer as follows:

a. Seller is a non-profit corporation duly organized and existing in good standing under the laws of the State of Texas. Seller has the corporate power to own and sell its properties and the Stations.

b. Seller has and on the Closing Date will have good and indefeasible title to the Stations; there will be no liens, mortgages, rights of first refusal, options, or other encumbrances or exceptions which will not have been approved in writing by Buyer. This Agreement is a valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

c. There are no material actions, suits, or proceedings pending or threatened against or affecting Seller's ownership interest in Stations at law or in equity, or before or any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign.

d. The execution and delivery of this Agreement by Seller has been duly and validly authorized and approved by all necessary action of Seller. Seller has full right, power, authority, and capacity to execute and deliver this Agreement, to perform its respective obligations under this Agreement, and to carry out the transactions contemplated hereby.

e. Neither the execution, delivery, nor performance of this Agreement by Seller will, with or without the giving of notice or the passage of time, or both, conflict with, result in a default or loss of rights under, or result in the creation of any lien, charge, or encumbrance pursuant to any contract, law, order, or judgment, ordinance or decree to which Seller is a party or by which Seller may be bound or affected.

f. Seller is not in default or in violation of any law, regulation, court order, or order of any federal, state, local, foreign, or other government department or instrumentality that would materially adversely affect the Stations.

g. Seller is not in default in the payment of any taxes either due or levied or assessed against it or the Stations, or under any judgment, order, decree, rule or regulation of any court, arbitrator, administrative agency or other governmental authority to which it may be subject which would, in each case or in the aggregate, adversely affect the transactions contemplated by this Agreement. There are no unexpired waivers or extensions made by Seller with respect to any taxes which would adversely affect the transactions contemplated by this Agreement.

h. No representation, warranty, or covenant made to Buyer in this Agreement nor any document, certificate, exhibit, or other information given or delivered to Buyer pursuant to this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit a material fact, necessary to make the statements contained in this Agreement or the matters disclosed in the related documents, certificates, information, or exhibits not misleading.

i. Seller is duly and properly licensed as a corporation for operation under all applicable federal, state, and local laws, ordinances, and regulations. No action is occurring or to the best knowledge of Seller recommended by any governmental authority having jurisdiction thereof, either to revoke, withdraw, or suspend any such license.

j. Seller currently has a security agreement with the Catholic Diocese of Austin that encumbers the Stations as a result of a promissory note with the Catholic Diocese of Austin. In conjunction with this sale, the Catholic Diocese of Austin agrees to release its security interest in any assets made subject to this asset purchase agreement.

k. Seller has not (1) transferred the Stations or canceled any debts or waived any rights related to the Stations except in the ordinary course of business; (2) experienced any material adverse change in financial condition, operations, sales, or net income of Seller or materially affecting the Stations.

l. Seller has retained the services of Mr. John W. Saunders, to act as its broker in this matter. Mr. Saunders shall be paid by Media for the Holy Family Foundation the sum of \$15,000.00 from the proceeds of this transaction upon closing as detailed above.

m. Seller has various Station leases with various Station owners applicable to the operations of the Stations of which Buyer has been given a copy and reviewed. These are appended hereto as Exhibit 2. Seller shall have said Station leases assigned to Buyer.

4. Buyer's Representations and Warranties. Buyer hereby represents and warrants to Seller as follows:

a. Buyer is a non-profit corporation duly organized and existing in good standing under the laws of the State of Texas.

b. The execution and delivery of this Agreement by Buyer has been duly and validly authorized and approved by all necessary action of Buyer. Buyer has full right, power, authority, and capacity to execute and deliver this Agreement, to perform its respective obligations under this Agreement, and to carry out the transactions contemplated hereby. This Agreement is a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

c. No representation, warranty, or covenant made to Seller in this Agreement, nor any document, certificate, exhibit, or other information given or delivered by Buyer to Seller pursuant to this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit a material fact, necessary to make the statements contained in this Agreement or the matters disclosed in the related documents, certificates, information, or exhibits not misleading

d. Buyer has not retained, consented to, or authorized any broker, investment banker, or third party to act on Buyer's behalf, directly or indirectly, as a broker or finder in connection with the transactions contemplated by this Agreement.

e. Buyer understands that Seller cannot guarantee that the transfer of the Stations will be approved by the FCC and is not relying on any representations, to the extent they have occurred, that such approval shall occur.

f. Buyer understands that should the FCC approve the transfer of the Stations to Buyer, Seller must complete all requirements related to the Stations within the time period provided in the various permits and licenses. Buyer represents and warrants that after the transfer of the Stations should Buyer fail to meet any obligations required by the Stations, Buyer shall have no recourse against Seller for such failure.

5. **Assumption of Liabilities.** Except as expressly assumed by Buyer under this Agreement, Buyer is not assuming any other liabilities or obligations of Seller.

6. **Covenants.**

a. Seller covenants and agrees as follows:

1. Within seven business days of the later of Seller and Buyer entering into this asset purchase agreement and following the deposit by Buyer of the Bastrop Escrow Payment, Seller shall file the necessary FCC forms seeking consent for the assignment of the Stations' licenses to the Buyer. Buyer's counsel shall prepare and file these applications, all attorneys' fees to be borne by Buyer, under the direction, and with the cooperation, of the Seller. The parties shall use their good faith efforts to secure such FCC approvals. In addition, Seller shall amend the pending license application for KMHF (FCC File BLED-20030213AAG) to secure FCC approval of the application prior to closing. Again Buyer's counsel shall prepare and file the amendment to applications, and buyer shall bear the cost of said attorneys' fees, under the direction, and with the cooperation, of the seller.

2. Seller covenants and agrees that Seller will execute, acknowledge and deliver (or cause to be executed, acknowledged, and delivered) from time to time at the request of Buyer and without further consideration all such further instruments of conveyance, transfer, assignment, and further assurance and will perform or cause to be performed all such other acts as may be required in order to vest in and confirm in Buyer the title of Seller to, and Seller's rights to use and enjoy, the Stations. Seller agrees to cooperate with the Buyer in the preparation and FCC filing of such applications and amendments to pending applications involving the Stations as the Buyer shall deem necessary and appropriate, and at Buyer's sole expense.

b. Buyer covenants and agrees as follows:

1. Buyer shall use its good faith efforts to assist Seller in securing the approvals sought from the FCC.

2. Upon receipt of the approval from the FCC of the transfer of the Stations to Buyer, Buyer shall cause the Bastrop Escrow Fund to be paid to Seller at closing and any accrued interest thereon paid to the Buyer.

From and after the Closing, Buyer and Seller covenant and agree that in the event the FCC has not granted approval of the transfer of the Stations from Seller to Buyer within one year of the date of this agreement, Buyer or Seller may terminate this agreement as it relates to the Stations and Seller shall cause the Bastrop Escrow Fund to be paid to Buyer and any accrued interest thereon paid to the Buyer.

7. **Conditions Precedent to Buyer's Obligation to Close.** The obligation of Buyer to close under this Agreement is subject to each of the following conditions (any one of which may, at the option of Buyer, be waived in writing by Buyer) being fulfilled on or prior to Closing ("Buyer's Conditions"):

a. Each of the representations and warranties of Seller in this Agreement, the disclosures contained in the exhibits to this Agreement, and all other information delivered under this Agreement shall be true and correct in all material respects at and as of the Closing Date. Seller shall have complied with and performed all of the agreements, covenants, and conditions in this Agreement required to be performed and complied with by Seller on or prior to the Closing Date, and there shall have been no material adverse change in the Stations.

b. No suit or proceeding, legal or administrative, relating to Seller, the Stations, or any of the transactions contemplated by this Agreement shall have been overtly threatened or commenced that, in the sole discretion of Buyer, would make it inadvisable to close this transaction.

If any of the Buyer's Conditions are not satisfied at or prior to Closing, Buyer shall have the right and option to terminate this Agreement by written notice to Seller. In such event, this Agreement shall terminate and, except as otherwise expressly provided herein, Seller and Buyer shall be released and relieved of all further obligation or liability hereunder. Further, Buyer shall be entitled to reimbursement of the Bastrop Escrow Payment from the Escrow Agent and any accrued interest thereon paid to the Buyer.

8. **Conditions Precedent to Seller's Obligation to Close.** The obligation of Seller to Close under this Agreement is subject to each of the following conditions (any one of which may, at the option of Seller, be waived in writing by Seller) being fulfilled on or prior to Closing ("Seller's Conditions"):

a. Each of the representations and warranties of Buyer in this Agreement and all other information delivered by Buyer under this Agreement shall be true and correct in all material respects at and as of the Closing Date.

b. Broker, John W. Saunders, agreeing that his brokerage commission related to the Sale of the Stations is \$15,000.

c. That all Station owners holding the various Station leases applicable to the Stations agree to release Seller from the applicable real estate leases, more fully detailed in Exhibit 2, necessary to run the Stations and also agree to the full assignment of all of Sellers interest in the Stations leases, more fully detailed in Exhibit 2, to Buyer.

d. The Diocese of Austin agreeing to release and in fact releasing its security interest in the Stations and evidence of such release being obtained.

If any of the Seller's Conditions are not satisfied at or prior to Closing, Seller shall have the right and option to terminate this Agreement by written notice to Buyer. In such event, this Agreement shall terminate and, except as otherwise expressly provided herein, Seller and Buyer shall be released and relieved of all further obligation or liability hereunder. Further, Buyer shall be entitled to reimbursement of the Bastrop Escrow Payment from the Escrow Agent and any accrued interest thereon paid to the Buyer.

9. **Closing.** The closing ("Closing") of the transaction described herein shall be held on or before the expiration of seven business days following the approval by the FCC of the transfer of the Stations to Buyer and its decision becoming administratively final ("Closing Date"). The closing shall occur at the offices of Davis & Wilkerson, PC, 1801 S. Mopac, Suite 300, and Austin, Texas, 78735. At the Closing, Seller shall execute and deliver to Buyer in form acceptable to Buyer: (1) instruments of transfer conveying the Stations from Seller to Buyer, (2) a copy, certified by the Secretary of Seller, of a resolution adopted by the Board of Directors of Seller authorizing the execution, delivery, and performance of this Agreement, (3) any other documents reasonable or necessary to give complete effect to the transactions contemplated herein. Buyer shall deliver the Bastrop Escrow Payment to Seller and a certified check or money order in the amount of \$100,000 which represents the remaining amounts owed pursuant to this Asset Purchase Agreement and any accrued interest thereon paid to the Buyer. At closing, Seller's broker John W. Saunders shall be paid \$15,000 from the proceeds payable to Seller.

10. **Closing Documents.** In addition to the documents described in paragraph 9, at Closing, the following documents shall be executed and held in escrow pending completion and funding:

a. **Authority of Seller.** Seller shall deliver to Buyer satisfactory evidence of its due and proper authority and power to perform its obligations hereunder and to execute and deliver all documents required hereby.

b. **Authority of Buyer.** Buyer shall deliver to Seller satisfactory evidence of its due and proper authority and power to perform its obligations hereunder and to execute and deliver all documents required hereby.

c. **Bill of Sale.** Seller shall execute and deliver to Buyer the Bill of Sale conveying Seller's right title and interest to licenses, assets, leases and the Personalty to Buyer.

d. **Other Required Documents.** Seller and Buyer shall execute such other as may be: (i) required by the law of the jurisdiction in which the Stations are located or (ii) requested by the Title Company.

11. **Feasibility Studies.**

a. During the period ("**Inspection Period**") ending at November 15, 2004 at 5:00 pm, central time which is 31 days after the date the parties entered into a letter of intent to purchase the Stations (attached as Exhibit 23) Buyer, and its authorized agents or representatives (collectively, "**Buyer's Contractors**"), shall be entitled to enter upon the Stations at all reasonable times during normal business hours (or after business hours if reasonably necessary) to inspect, bid and conduct reasonably necessary tests which are approved in writing by Seller, which approval will not be unreasonably withheld or delayed. Buyer shall notify Seller (which notice may be verbal notice to John Basilotto at 512-608-6727) of its intention or the intention of Buyer's Contractors to enter the property comprising the Stations, and obtain Seller's prior written or verbal consent to any tests to be conducted. Buyer shall bear the cost of all inspections and tests. Additionally, Buyer and Buyer's Contractors may enter on the Stations to prepare a survey of the property. At Seller's option, Seller and its representatives may be present for any inspection or test. Notwithstanding anything herein to the contrary, Buyer shall obtain Seller's prior written consent (which consent may be withheld in Seller's sole discretion) to conduct any invasive testing/ inspections, Phase II or related environmental inspections of the Stations.

b. **Inspection Obligations.** Buyer and Buyer's Contractors shall: (a) not interfere with the operation and maintenance of the Stations; (b) not damage any part of the Stations; (c) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees or any tenant of the Stations; (d) maintain general liability (occurrence) insurance in terms and amounts satisfactory to Seller covering any accident arising in connection with the presence of Buyer, Buyer's Contractors on the Stations; (e) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Stations; (f) not permit any liens to attach to the Stations by reason of the exercise of its rights hereunder. Buyer indemnifies and holds Seller harmless from and against any and all liens, claims, causes of action, damages and expenses (including reasonable attorneys' fees) asserted against or incurred by Seller arising out of any violation of the provisions of this Paragraph 11(b). The obligations of Buyer created pursuant to this Paragraph 11(b) are called "**Buyer's Inspection Obligations**," and shall survive the Closing or any termination of this Agreement. The Earnest Money shall

secure the Buyer's Inspection Obligations and Buyer grants to and Seller shall have the right (but not be obligated) to cure any violation of this Paragraph 11(b) by paying or bonding around any such violation out of the Earnest Money. In the event Seller draws on the Earnest Money pursuant to the preceding sentence, Buyer shall be required to replace such sums within five (5) days of receiving written notice from Seller that it has drawn funds from the Earnest Money. The failure by Buyer to timely replace such funds shall be deemed a default hereunder by Buyer resulting in Seller having the right to exercise any of its remedies herein contained for a default by Buyer. Notwithstanding any provision of this Agreement to the contrary, no termination of this Agreement shall terminate the Buyer's Inspection Obligations, and the limitation of damages as set forth in Paragraph 21 shall not apply to any cause of action arising out of a breach of the Buyer's Inspection Obligations.

c. **Stations Conveyed "AS IS." BUYER ACKNOWLEDGES AND AGREES THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE STATIONS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE STATIONS INCLUDING, WITHOUT LIMITATION: (A) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE STATIONS, AND (B) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE STATIONS. BUYER AGREES THAT WITH RESPECT TO THE STATIONS, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY STATEMENT, REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF RADIO ASSETS AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONTRACTORS, AND THAT BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE STATIONS, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND, UPON CLOSING, SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE STATIONS "AS IS, WHERE IS," WITH ALL FAULTS, AND BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO**

OR AFFECTING THE STATIONS BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH 10(c) SHALL EXPRESSLY SURVIVE THE CLOSING AND NOT MERGE THEREIN AND SHALL BE INCORPORATED INTO THE DEED AND BILL OF SALE. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE STATIONS FURNISHED BY ANY BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN.

12. **Closing Costs.** Seller and Buyer shall each bear their own costs relating to the conveyance of the Stations, including that each party shall pay its own attorneys' fees. Notwithstanding, Seller agrees to pay the filing fee for the application to transfer ownership of the FCC licenses applicable to the Stations.

13. **Apportionment of Taxes, Income and Expenses.** All city, state and county ad valorem taxes and private assessments (hereinafter collectively referred to as the "Taxes") for the period including the Closing shall be prorated and accounted for between Seller and Buyer as of 9:00 a.m. on the Closing Date based on the latest assessment available. Should such proration be inaccurate based on the actual bills when received, either party shall be entitled to receive on demand, a payment from the other correcting such malapportionment. There shall be no proration of any income derived from the Stations or expenses related to the operation of the Stations. The provisions of this Paragraph 8 shall survive the Closing.

14. **Casualty Loss.** In the event of material damage to or material destruction of the Improvements by fire or other casualty prior to the Closing, which material damage or material destruction has not been repaired or restored by the Closing Date, Buyer may, at its option, elect, (i) to terminate this Agreement, or (ii) to consummate the transaction contemplated hereby, irrespective of such damage or destruction and without reduction of the Purchase Price, but with a credit to Buyer in the amount of any insurance proceeds received prior to the Closing Date and which are not paid for restoration or repair (excluding any rental loss, business interruption or similar proceeds) and an assignment to Buyer of Seller's right to applicable insurance proceeds (excluding any rental loss, business interruption or similar proceeds) to be received thereafter, if any. Damage or destruction of which the cost to repair is in excess of Fifteen Thousand Dollars and 00/100 (\$15,000.00) (as reasonably determined by Seller) shall be deemed "material" for the purposes of this paragraph. In the event Buyer fails to deliver written notice of termination pursuant to this Paragraph 14 within ten (10) days following Seller's delivery of written notice of a casualty, Buyer shall be deemed to have waived its right of termination pursuant to this Paragraph 14. In the event of any non-material damage to or destruction of the Improvements by fire or other casualty prior to the Closing or if Buyer does not timely terminate this Agreement as a result of a material casualty, Closing shall occur as provided for in this Agreement with no adjustment to the Purchase Price, but with a credit to Buyer in the amount of (i) any insurance proceeds received prior to the Closing Date which are not paid for restoration or repair (excluding

any rental loss, business interruption or similar proceeds), and (ii) the amount of any deductible, and Seller shall assign to Buyer Seller's right to applicable insurance proceeds (excluding any rental loss, business interruption or similar proceeds) to be received thereafter, if any.

15. **Condemnation.** Seller agrees to give Buyer written notice of any action or proceeding for condemnation of any part of the Stations, which may result in the taking of all or any part of the Stations. Upon such notification, Buyer shall have the right, to be exercised within ten (10) days after receipt of such notice, to terminate this Agreement and receive a refund of the Earnest Money and any accrued interest thereon paid to the Buyer. If Buyer does not elect to terminate this Agreement, then this Agreement shall remain in full force and effect and Seller will credit to Buyer at Closing the amount of any monies received by Seller to date by reason of such taking, and will assign to Buyer the right to any condemnation awards or proceeds received after such date relating to the Stations.

16. **Termination Pursuant to Paragraphs 14 or 15.** Upon the timely delivery of a termination notice pursuant to either Paragraph 14 or 15: (a) Buyer shall deliver the Inspection Documents to Seller, (b) upon the delivery of the Inspection Documents to Seller, Escrow Agent shall deliver the Earnest Money to Buyer and any accrued interest thereon paid to the Buyer, (c) following (a) and (b) neither Seller nor Buyer shall have any further rights or obligations pursuant to this Agreement except for the Buyer's Inspection Obligations, all of which shall continue until fully performed.

17. **Buyer's Termination Right.** In consideration of Buyer's payment of \$100.00 Independent Consideration to Seller, Buyer may terminate this Agreement by giving written notice ("Termination Notice") to Seller on or before 5:00 p.m. Austin, Texas time of the last day ("Termination Deadline") of the Inspection Period. Upon the timely delivery of the Termination Notice: (a) Buyer shall pay all cancellation or similar fees charged by Title Company and shall deliver the Inspection Documents to Seller, (b) upon the delivery of the Inspection Documents to Seller, Title Company shall deliver the Earnest Money to Buyer and any accrued interest thereon paid to the Buyer, (c) following (a) and (b) neither Seller nor Buyer shall have any further rights or obligations pursuant to this Agreement except for the Buyer's Inspection Obligations all of which shall continue until fully performed. If Buyer fails to deliver a Termination Notice on or before the Termination Deadline, it shall not have any further right to terminate this Agreement pursuant to this Paragraph 17.

18. **Assignment.** Buyer shall not assign any or all of its rights and obligations pursuant to this Agreement (whether by direct or indirect transfer or assignment) without Seller's prior written consent, which consent may be withheld or granted in Seller's sole and absolute discretion. Notwithstanding the foregoing, Buyer shall have the right to assign this Agreement to an entity in which Buyer (or any one or more of the individuals comprising Buyer) owns or controls at least fifty-one percent (51%) of the ownership interests (herein a "Permitted Assignee"), provided that (a) such Permitted Assignee is a newly formed entity with no relationship to Seller, (b) the Permitted Assignee

affirmatively assumes and agrees to perform all of the obligations of Buyer pursuant to this Agreement, including the representations and warranties of Buyer, and (c) Buyer delivers to Seller a written assignment and assumption of this Agreement within seven (7) days of the effective date of the assignment, which shall be no later than five (5) business days prior to Closing, and provided further that Buyer shall not be permitted to assign this Agreement to any Permitted Assignee in the event that (i) Seller or any of its affiliates derives any income from the Permitted Assignee or (ii) the Permitted Assignee has provided or currently provides goods or services to Seller or any affiliate of Seller. No such assignment shall relieve the Buyer hereunder of its rights, duties, and obligations.

19. **Notice.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed, registered or certified mail, return receipt requested, postage prepaid, to the following addresses or to such other addresses as the parties may designate from time to time by written notice to the other:

(1) **If to Buyer:**

Bruce Munsterman, President
Houston Christian Broadcasters, Inc.
2424 South Blvd.
Houston, Texas 77098

And

Jeffrey D. Southmayd
Southmayd & Miller
1220 19th Street N.W.
Suite 400
Washington, D.C. 20036
Fax: 888-557-3686

(2) **If to Seller:**

Steven C. Levatino, Secretary
Media For the Holy Family Foundation
1801 S. Mopac, Suite 300
Austin, Texas 78746

Notices delivered personally shall be effective upon delivery. Notices delivered by registered or certified mail shall be effective on the date set forth on the receipt of registered or certified mail, or 72 hours after mailing, whichever is earlier. Notices shall not be transmitted by telecopy.

20. **Brokerage Commission.** If, but only if, the sale and conveyance of the

Stations closes in accordance with the terms and provisions hereof, Seller shall pay to John W. Saunders ("**Broker**") a commission equal to \$15,000. Broker agrees: (a) that the commission described in this Paragraph 20 is the only agreement between the Broker and Seller relating to any consideration to be paid to Broker arising out this Agreement; (b) that Seller and Buyer may amend or terminate this Agreement without the consent of Broker and without liability to Broker; (c) that Broker shall not be entitled to any commission or other compensation if the transaction contemplated by this Agreement does not close, including, but not limited to a termination of this Agreement by either Seller or Buyer; (d) that except as set forth in this paragraph 20, Seller shall have no liability for the payment of any other compensation to Broker with respect to the sale and conveyance of the Stations.

21. Remedies.

a. The parties agree that in the event of default by either Party, their remedies are solely limited to the following:

1. **Buyers Default.** In the event of Buyer's default under this Agreement, the Seller shall be entitled to terminate this Agreement and recover the Earnest Money as its only remedy. It is hereby agreed that, without resale, Seller's damages will be difficult to ascertain and the Earnest Money constitutes a reasonable estimate thereof and is intended not as a penalty, but as full liquidated damages. Seller agrees that in the event of a default by Buyer, it shall not initiate any proceeding to recover damages from Buyer in excess of the Earnest Money, and Buyer agrees that in the event of its default, it shall not initiate any proceeding challenging Seller's right to retain or receive the full amount of the Earnest Money as liquidated damages. In the event of Buyer's default or a termination of this Agreement, Seller shall have all remedies available at law or in equity in the event that Buyer or any party related to or affiliated with Buyer asserts any claims or right to the Stations that would otherwise delay or prevent Seller from having clear, indefeasible and marketable title to the Stations.

2. **Sellers Default.** In the event of Seller's default under this Agreement, Buyer agrees to provide Seller with written notice of such default specifying the nature of such default. Seller shall have ten (10) days from the date of receipt of said notice to cure such default. In the event Seller does not cure such default within such ten (10) day period, Buyer's sole remedies shall be (i) to obtain specific performance of Seller's obligation to sell the Stations to Buyer pursuant to this Agreement, or (ii) to terminate this Agreement, in which event Buyer shall be entitled to the return of the Earnest Money and the provisions of Paragraph 21(a)(3) shall apply. No other remedy shall be available for Seller's breach of this Agreement. Notwithstanding anything herein to the contrary, Buyer shall be deemed to have elected to terminate this Agreement if Buyer fails to deliver to Seller written notice of its intent to file a claim or assert a cause of action for specific performance against the Seller in a court having jurisdiction in Travis County, Texas, on or before ninety (90) days following the Closing Date.

Notwithstanding any provision of this Agreement to the contrary: (a) Buyer shall not be entitled to seek to enforce specific performance unless on or before the Closing Date, Buyer deposits the entire Purchase Price (less the Earnest Money and any adjustments and credits allowed by the terms of this Agreement) with the Escrow Agent with instructions that said amount shall be paid to Seller upon Seller's compliance with this Agreement and (b) Buyer shall not take any action (other than the filing of suit seeking specific performance) which affects Seller's title to the Stations or its ability to convey same, including but not limited to the filing of any *lis pendens*. Buyer's remedies shall be limited to those described in this Paragraph 21 (a)(2).

3. **Disposition of Earnest Money.** In the event of a termination of this Agreement by either Seller or Buyer pursuant to either Paragraph 21(a)(1) or Paragraph 21(a)(2), Buyer shall deliver the Inspection Documents to Seller and thereafter Escrow Agent shall deliver the Earnest Money and any accrued interest thereon to the party entitled to same pursuant to the terms hereof on or before the tenth (10th) business day following delivery of written instructions ("**Disbursement Instructions**") to the Escrow Agent and the party not sending the Disbursement Instructions, unless on or before said tenth (10th) business day after delivery of the Disbursement Instructions the party not sending the Disbursement Instructions delivers to the Escrow Agent written notice that it disputes the right of the party delivering the Disbursement Instructions to receive the Earnest Money. In such event the Escrow Agent shall interplead the Earnest Money into a court of competent jurisdiction in Travis County, Texas. All attorneys' fees and costs and Title Company's costs and expenses incurred in connection with such interpleader shall be assessed against the party which is not awarded the Earnest Money or if the Earnest Money is distributed in part to both parties, then in inverse proportion of such distribution. Notwithstanding the foregoing, if Seller is entitled to receive the Earnest Money, it may waive the requirement that Buyer deliver the Inspection Documents before disbursement of the Earnest Money. Following the delivery of the Earnest Money to the appropriate party, except as provided in this Paragraph 21 neither party shall have any further rights or obligations pursuant to the terms of this Agreement.

22. **Miscellaneous.**

a. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. No representation, promise or inducement not set forth herein shall be binding upon any party.

b. **No Oral Modifications.** This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of Buyer and Seller.

c. **Binding Effect.** The provisions of this Agreement shall inure to the benefit of and shall be binding upon the parties and their respective heirs, successors and assigns and the legal representatives of their estates.

d. **Time is of the Essence.** TIME IS OF THE ESSENCE OF THIS AGREEMENT.

e. **Delivery of Possession.** Possession of the Stations shall be granted to Buyer upon completion of Closing and Buyer's performance of its obligations.

f. **Calculation of Time.** If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period shall be automatically extended through the close of business on the next regular business day.

g. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.

h. **Captions.** Captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement nor the intent of any provision hereof.

i. **Governing Law.** Except as provided in the next sentence, this Agreement shall be governed by and construed under the laws of the State of Texas other than the laws relating to choice of law.

j. **Effective Date.** The "Effective Date" shall mean _____, 2004.

k. **No Recordation.** Buyer shall not have the right to record this Agreement except as otherwise required by governmental authorities including the Federal Communications Commission. It is expressly agreed and understood that upon the filing for record of this Agreement by or through the act or effort of Buyer, or its successors, in any manner whatsoever, as an exhibit or attachment to any other instrument so filed, or otherwise, in the office of the clerk of any court of the county in which the Stations lies or any other public records, then, and in such event, at the option of Seller, Buyer shall be in default hereunder and Seller shall be entitled to receive all of the Earnest Money as liquidated damages by reason of such default, and this Agreement shall be null and void and of no further force and effect.

l. **Material Consideration.** Buyer acknowledges that all of its agreements set forth in this Agreement (not just its agreement to pay the Purchase Price), are material consideration for Seller's agreement to the terms of this Agreement and but for those agreements Seller would not agree to the terms of this Agreement.

m. **No Waiver.** No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall

constitute a waiver of any party's right to demand exact compliance with the terms hereof.

n. **Construction of Agreement.** The parties acknowledge and agree that they have been represented by counsel and that each of the parties has participated in the drafting of this Agreement. Accordingly, it is the intention and agreement of the parties that the language, terms and conditions of this Agreement are not to be construed in any way against or in favor of any party hereto by reason of the responsibilities in connection with the preparation of this Agreement.

o. **Buyer's Agreements.** Prior to Closing, Buyer shall not enter into any agreements with any governmental or quasi-governmental authorities or with any other person or entity that would bind Seller or the Stations or run with the Stations without Seller's prior written consent, which consent may be withheld in Seller's sole discretion.

p. **Waiver of Jury Trial.** BUYER AND SELLER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR THEIR SUCCESSORS IN RESPECT OF ANY MATTER OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE RELATIONSHIP OF BUYER, AND SELLER AND ANY CLAIM FOR INJURY OR DAMAGE, OR ANY EMERGENCY OR STATUTORY REMEDY.

q. **Costs.** Seller and Buyer shall each bear their own expenses and costs, including the fees of any attorney retained by such party, incurred in connection with the preparation of this Agreement and the consummation of the transactions hereunder, except as specifically provided elsewhere in this Agreement.

r. **Merger.** This agreement merges all previous negotiations and/or agreements, as to the Stations only, between the parties hereto and constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement. No alteration, modification, or change of this Agreement shall be valid except by an agreement in writing executed by the parties hereto.

s. **Survival.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties have executed this Agreement as of
November __, 2004.

BUYER:

Houston Christian Broadcasters, Inc.

By: Bruce Munsterman 11/4/04
Bruce Munsterman, President

SELLER:

Media for the Holy Family
Foundation

By: Jose Martinez
Jose Martinez, Chairman

AS TO PROVISIONS APPLICABLE TO BROKERAGE FEES AND ESCROW
AGENT OBLIGATIONS ONLY, I HAVE READ THE ABOVE ASSET PURCHASE
AGREEMENT AND AGREE TO THOSE PROVISIONS TO INCLUDE BUT NOT
LIMITED TO PARAGRAPHS 9, 20, AND 21.

John W. Saunders
John W. Saunders, Broker and Escrow Agent

**EXHIBIT NO. 1
LICENSES FOR**

KMHF, facility ID # 85291, Bastrop,
Texas, and noncommercial FM
translator stations K286AK, facility
ID#87390, Round Rock, Texas, and
K284AH, facility ID #87144,
Mendoza, Texas

United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

MEDIA FOR THE HOLY FAMILY FOUNDATION
P.O. BOX 26142
AUSTIN TX 78755

Edward P. De La Hunt
Associate Chief
Audio Division
Media Bureau

Grant Date: March 10, 2000

Facility Id: 85291

Call Sign: KMHF

This license expires 3:00 a.m.
local time, August 01, 2005.

License File Number: BLED-19980508KB

This License Covers Permit No.: BMPED-19980508IB

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: KMHP

License No.: BLED-19980508KE

Name of Licensee: MEDIA FOR THE HOLY FAMILY FOUNDATION

Station Location: TX-BASTROP

Frequency (MHz): 88.5

Channel: 203

Class: A

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: 1.25 kW

Antenna type: Directional

Description: SWR FM3/20R

Antenna Coordinates: North Latitude: 30 deg 12 min 57 sec

West Longitude: 97 deg 08 min 31 sec

Horizontally Polarized Antenna	Vertically Polarized Antenna
--------------------------------------	------------------------------------

Effective radiated power in the Horizontal Plane (kW):	4.0
--	-----

Height of radiation center above ground (Meters):	57
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Height of radiation center above mean sea level (Meters):	242
---	-----

Height of radiation center above average terrain (Meters):	94
--	----

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 60 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Special operating conditions or restrictions:

- 1 The relative field strength of neither the measured horizontally nor vertically polarized radiation component shall exceed at any azimuth the value indicated on the composite radiation pattern authorized by Construction Permit BMPED-19980508IB.

A relative field strength of 1.0 on the composite radiation pattern herein authorized corresponds to the following effective radiated power:

4.0 kilowatts, vertically polarized.

Principal minima and their associated field strength limits:

90 degrees True: 0.144 kilowatt
100 degrees True: 0.144 kilowatt

- 2 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

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Application Search Details

File Number: BLED-20030213AAG
Call Sign: KMHF
Facility Id: 85291
FRN: 0008437600
Applicant Name: MEDIA FOR THE HOLY FAMILY FOUNDATION
Frequency: 88.5
Channel: 203
Community of License: BASTROP, TX
Application Type: LICENSE TO COVER
Status: ACCEPTED FOR FILING
Status Date: 02/14/2003
Expiration Date:
Tolling Code:
Application Service: FM
Disposed Date:
Accepted Date: 02/14/2003
Last Public Notice: 02/19/2003
Last Report Number: 25425
Authorization Authorization not available
Engineering Data [View Engineering Data](#)

**Federal Communications Commission**[FCC Home Page](#)[Search](#)[Commissioners](#)[Bureaus/Offices](#)[Finding Info](#)[Help](#) | [Home](#)

Application Search Details

File Number: -20030213ABI**Call Sign:** KMHF**Facility Id:** 85291**FRN:****Applicant Name:** MEDIA FOR THE HOLY FAMILY
FOUNDATION**Frequency:****Channel:****Community of** BASTROP, TX**License:****Application** PROGRAM TEST AUTHORITY
Type:**Status:** ACCEPTED FOR FILING**Status Date:** 02/19/2003**Expiration Date:****Tolling Code:****Application** FM
Service:**Disposed Date:****Accepted Date:** 02/19/2003**Last Public**
Notice:**Last Report**
Number:**Authorization** Authorization not available**Legal Actions** [View Legal Actions](#)**PN Comment** [Public Notice Comment](#)

United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER
STATION LICENSE

Authorizing Official:

Official Mailing Address:

MEDIA FOR THE HOLY FAMILY FOUNDATION
P O BOX 26142
AUSTIN TX 78755

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 87144

Call Sign: K284AH

License File Number: BLFT-20001127AAS

Grant Date: September 10, 2001

This license expires 3:00 a.m.
local time, August 01, 2005.

This License Covers Permit No.: BMPFT-20001002AGC

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: K284AH

License No.: BLFT-20001127AAS

Name of Licensee: MEDIA FOR THE HOLY FAMILY FOUNDATION

Principal community to be served: TX-MENDOZA

Primary Station: KMHF (FM) , Channel 203, BASTROP, TX

Via: Direct - off-air

Frequency (MHz): 104.7

Channel: 284

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 29 deg 59 min 41 sec

West Longitude: 97 deg 39 min 40 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules.

Transmitter output power: 0.495 kW

Antenna type: (directional or non-directional): Non-Directional
Description: BEX BKG/88

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.25	0.25
Height of radiation center above ground (Meters):	60	60
Height of radiation center above mean sea level (Meters):	240	240

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 61 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Callsign: K284AH

License No.: BLFT-20001127AAS

Special operating conditions or restrictions:

- 1 The permittee/licensee must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER
STATION LICENSE

Authorizing Official:

Official Mailing Address:

MEDIA FOR THE HOLY FAMILY FOUNDATION
P.O. BOX 26142
AUSTIN TX 78755

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 87390

Call Sign: K286AK

License File Number: BLFT-20001221ACB

Grant Date: March 19, 2001

This license expires 3:00 a.m.
local time, August 01, 2005.

This License Covers Permit No.: BMPFT-20001129ABJ

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: K286AK

License No.: BLFT-20001221ACB

Name of Licensee: MEDIA FOR THE HOLY FAMILY FOUNDATION

Principal community to be served: TX-ROUND ROCK

Primary Station: KMHF (FM) , Channel 203, BASTROP, TX

Via: Direct - off-air

Frequency (MHz): 105.1

Channel: 286

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 30 deg 31 min 17 sec

West Longitude: 97 deg 41 min 37 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules.

Transmitter output power: 0.38 kW

Antenna type: (directional or non-directional): Non-Directional

Description: SWR FMBC/1

Major lobe directions (degrees true): Not Applicable

Horizontally	Vertically
Polarized	Polarized
Antenna:	Antenna:

Effective radiated power in the Horizontal Plane (kw): 0.25

Height of radiation center above ground (Meters): 43

Height of radiation center above mean sea level (Meters): 271

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 43 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Special operating conditions or restrictions:

- 1 The permittee/licensee must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

BASTROP EXHIBIT 2
LEASES FOR THE KMHF TOWER SITE
AND LEASES FOR THE K286AK,
FACILITY ID#87390, ROUND ROCK,
TEXAS, AND K284AH, FACILITY ID
#87144, MENDOZA, TEXAS,
TRANSLATORS

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of March, 1998, by and between E.H. Knoblock (hereinafter referred to as "Lessor") and American Broadcasting Educational Foundation d/b/a Austin Christian Radio and also d/b/a KYCM Radio (hereinafter referred to as "Lessee").

The parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. (a) Lessor warrants that it is the owner of the parcel of land described below, and located in Paige, Texas at Latitude 30-12-55, Longitude 97-08-33.

(b) Lessor leases to Lessee the parcel of land for the purpose of erecting a radio tower (the location of which has been approved by the parties) and operating, maintaining, and repairing an FM radio broadcast station and communication facility. Lessor agrees that Lessee shall have 24 hour per day access to its equipment.

2. The Lessor agrees to lease to Lessee for the term of one (1) year, beginning March 4, 1998 and expiring on March 3, 1999, the following described parcel of land together with all improvements thereon (hereinafter the "Parcel"):

Paige, TX at latitude 30-12-55, longitude 97-08-33

3. During the term of this Agreement, Lessee agrees to pay Lessor as rent for the use of said Parcel the sum of One Thousand Dollars (\$1,000.00) per year, payable as follows: \$500 at the beginning of the term and \$500 ninety (90) days thereafter. Lessee shall deliver each payment to an address to be specified by Lessor. Lessor acknowledges receipt of the first \$500 payment due under this Agreement.

4. After the original term expires, this Agreement shall automatically renew for successive one (1) year terms unless: a) Lessee shall notify the Lessor of its intent not to renew no less than 365 days prior to expiration of the then current term, or b) in the event Lessor sells the Parcel to a non-related third party, Lessor shall notify the Lessee of its intent not to renew any time after closing but no less than 365 days prior to expiration of the then current term. The annual rent paid by Lessee during any successive annual renewal term shall be increased by three percent (3%) over the annual rent paid during the immediately prior term.

5. During the term of this Agreement, or any extension thereof, Lessee shall have the right of ingress and egress at any and all times for the purpose of operation, maintenance, repair and removal, such right to be limited to authorized employees/agents of Lessee or persons under Lessee's direct supervision.

6. Upon expiration of this Agreement, Lessee will remove all equipment installed on the Parcel.

7. a. In the event Lessor should decide to sell the Parcel during the term of this Agreement, or any extension thereof, it is understood and agreed that Lessor will first notify Lessee and give Lessee not less than thirty (30) days in which to submit, in writing, an offer to purchase the Parcel.

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b. In the event Lessor and Lessee are unable to agree on the price and terms within thirty (30) days after the date of Lessee's written proposal above, then it is understood and agreed that Lessee shall have the right to purchase the Parcel upon the same terms and conditions as presented to Lessor during the term of this Agreement, or any extension thereof, provided that said offer is a firm and bona fide offer made by a third party which said offer Lessor is willing to accept. Lessee shall then have no more than ten (1) days in which to match said offer and if Lessee matches said offer, the Lessor shall sell the Parcel to Lessee.

c. Should Lessee elect not to purchase the Parcel on the same terms and conditions Lessor received in the form of a bona fide offer from a third party during said ten(10) day period, the Lessor may sell said Parcel to that third party.

8. During the term of this Agreement or any extensions thereof, or until such time that Lessee completes the purchase of the Parcel, Lessor shall pay all taxes levied against said Parcel.

9. During the term of this Agreement or any extensions thereof, Lessee shall be responsible for all utility charges, including electric and telephone, incurred as a result of Lessee's tenancy.

10. Lessee may terminate this Agreement by giving Lessor two (2) months prior written notice to Lessor via certified mail, return receipt requested, at any time during the term of this Agreement or any extension thereof, provided that:

(i) Any governmental body or authority forbids or prohibits the use of the Parcel for the purpose of constructing, maintaining and operating a broadcast station, tower, antenna, etc., or

(ii) The Federal Communications Commission either requires or authorizes Lessee to discontinue broadcast transmission at the Parcel or either requires or authorizes Lessee to begin broadcasting at another location.

11. a.) Lessee shall carry public liability insurance, at no charge to Lessor, with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for bodily injury and death, and not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage, indemnifying Lessor and Lessee against claims for injuries and death sustained by persons or damage to property, arising out of Lessee's activities connected with the Parcel. Lessee shall provide Lessor with a certificate which names Lessor as an additional insured.

b. Lessor understands and agrees that Lessee's obligation under paragraph 11(a) above shall be Lessee's sole obligation to Lessor with regard to any and all claims, loss damage, or injury arising as a result of any occurrence attributable to the installation, operation, maintenance, repair or removal of Lessee's equipment on the Parcel.

12. Any notices required or permitted to be given herein, shall be sent to the parties at the following addresses, or such other addresses as the parties may, from time to time, designate:

If to Lessor: E.H. Knoblock, Route 1, Box 18-C, McDade Tx 78650

If to Lessee: American Broadcasting Educational Foundation, 8103 Brodie Lane, Suite #3, Austin, TX 78745

with copy to: Barton Prideaux, American Broadcasting Educational Foundation, 4501 Eby Lane, Austin, Tx 78731

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13. Notice shall be deemed given hereunder three (3) business days following the mailing by certified mail return receipt requested to the other party at the address listed above or such other address as the other party shall have designated by giving notice thereof.

14. This Agreement contains the entire agreement of the parties and no representation, oral or otherwise, between the parties not embodied herein shall be of force or effect.

15. Lessee may assign this Agreement, or to sublet all of any of its rights and obligations hereunder with the prior written consent of the Lessor which shall not be unreasonably withheld.

16. Lessor warrants and represents that no officer, employee, or agent of Lessee has been or will be employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from the Lessor or any of Lessor's officers, employees, or agents in connection with the obtaining, arranging, or negotiation of this Agreement or other documents executed in connection herewith.

17. Lessor represents and warrants to Lessee that the Parcel as of the date of this Agreement is in compliance in all material respects with all applicable laws and all rules and regulations promulgated thereunder.

18. This Agreement supersedes any and all previous agreements between the parties as to the subject matter hereof.

Lessee:

American Broadcasting Educational Foundation
8103 Brodie Lane, Ste. #3
Austin, TX 78745

BY: Barton Prideaux, President
Barton Prideaux, President
Date: March 5, 1998

E.H. Knoblock
Route 1, Box 18-C
McDade, TX 78650

BY: Ewaldt H. Knoblock
Ewaldt H. Knoblock
Date: March 5, 1998

May 8 2004

Religious Family
Media Broadcasting
P O Box 17789
Austin Tx 78760

Dear Sir

Enclosed please find a copy of the 3 page Lease Agreement,
for the tower on our property.

If we can be of help in the future. Please let us know.

Sincerely Yours,
Ewaldt H. Knobloch
Ewaldt Knobloch



Ewaldt H. Knobloch
2278 Old Highway 20
Mc Dade, TX 78650

**American Broadcasting Educational Foundation d/b/a KYCM
P.O.Box 267142
Austin, Texas 78755-0142
O/FX 512-453-8009**

October 30, 1998

E.H. Knoblock
Route 1, Box 18-C
McDade, TX 78650

RE: Regarding Amendment to Lease Agreement Dated March 5, 1998

Dear Mr. Knobloch,

As you know, we have erected a tower, small building, and fence related to our operation of a non-commercial radio station pursuant to a Lease Agreement dated March 5, 1998 with you covering the site. Our lease agreement describes the site as Lat 30-12-55, Longitude 97-08-33. We've recently had an engineer indicate the Lat Lon is 2 seconds off. It is actually Lat 30-12-57, Longitude 97-08-31. Accordingly, by this letter, we both agree that the property description of our March 5, 1998 Lease Agreement is amended to Lat 30-12-57, Longitude 97-08-31. Additionally, you confirm that our rent is paid in full as of this date and, if we request, you will agree to an assignment of our interests in the lease to a new Lessee and release us from the Lease Agreement so long as the new entity assumes all obligations under the lease.

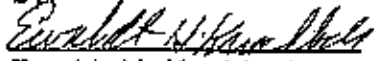
All other aspects of our lease remain the same.

Agreed:

LESSOR:

E.H. Knoblock
Route 1, Box 18-C
McDade, TX 78650


by:


Ewaldt H. Knoblock

LESSEE:

American Broadcasting Educational Foundation

by:


Barton Prideaux, President

Lease:

Media for the Holy Family Foundation

Find Report

All Transactions

4:25 PM

05/03/04

Accrual Basis

Type	Date	Num	Name	Memo	Account	Cr	Split	Debit	Credit	Balance
Bill Pmt-Check	3/9/2004	1824	Knobloch, E.H.	3% annual i...	Checking - Compa...	X	Accounts Pa...		1,194.05	-1,194.05
Bill	3/9/2004		Knobloch, E.H.	3% annual i...	Accounts Payable		Lease		1,194.05	-2,388.10
Bill Pmt-Check	4/24/2003	1356	Knobloch, E.H.		Bank of America	X	Accounts Pa...		1,169.28	-3,547.38
Bill	3/10/2003		Knobloch, E.H.		Accounts Payable		Lease		1,169.28	-4,706.66
Credit	3/10/2003		Knobloch, E.H.		Accounts Payable		Lease	1,000.00		-3,706.66
Bill	3/5/2003		Knobloch, E.H.		Accounts Payable		Lease		1,000.00	-4,706.66
Bill Pmt-Check	3/8/2002	1370	Knobloch, E.H.		Checking - Compa...	X	Accounts Pa...		1,125.51	-5,832.17
Bill	3/5/2002		Knobloch, E.H.		Accounts Payable		Lease		1,125.51	-6,957.68
Bill Pmt-Check	3/14/2001	2069	Knobloch, E.H.	VOID:	Merrill Lynch EMA...	X	Accounts Pa...	0.00		-6,957.68
Bill	3/5/2001		Knobloch, E.H.	VOID:	Accounts Payable	X	Lease	0.00		-6,957.68
Total								1,000.00	7,957.68	-6,957.68

EH Knobloch
2278 Old Hwy 20
McPake, TX
78650
512-253-6584

Lease:

4:25 PM

05/03/04

Accrual Basis

Media for the Holy Family Foundation

Find Report

All Transactions

Type	Date	Num	Name	Memo	Account	Clr	Split	Debit	Credit	Balance
Bill Pmt-Check	3/9/2004	1624	Knobloch, E.H.	3% annual I...	Checking - Compa...	X	Accounts Pa...		1,184.05	-1,184.05
Bill	3/8/2004		Knobloch, E.H.	3% annual I...	Accounts Payable		Lease		1,184.05	-2,368.10
Bill Pmt-Check	4/24/2003	1368	Knobloch, E.H.		Bank of America	X	Accounts Pa...		1,159.28	-3,527.38
Bill	3/10/2003		Knobloch, E.H.		Accounts Payable		Lease		1,159.28	-4,706.66
Credit	3/10/2003		Knobloch, E.H.		Accounts Payable		Lease	1,000.00		-3,706.66
Bill	3/6/2003		Knobloch, E.H.		Accounts Payable		Lease		1,000.00	-4,706.66
Bill Pmt-Check	3/8/2002	1370	Knobloch, E.H.		Checking - Compa...	X	Accounts Pa...		1,125.51	-5,832.17
Bill	3/5/2002		Knobloch, E.H.		Accounts Payable		Lease		1,125.51	-6,957.68
Bill Pmt-Check	3/14/2001	2059	Knobloch, E.H.	VOID:	Merrill Lynch EMA...	X	Accounts Pa...	0.00		-6,957.68
Bill	3/5/2001		Knobloch, E.H.	VOID:	Accounts Payable	X	Lease	0.00		-6,957.68
Total								1,000.00	7,957.68	-6,957.68

EH Knobloch
2278 Old Hwy 20
McPake, TX
78650
512-253-6584

Lease Agreement

Mendoza

This AGREEMENT made and entered into this 1st day of November 2000, by and between Reinhardt and Virginia Homann, hereinafter referred to as Lessor and Media for the Holy Family Foundation, hereinafter referred to as Lessee.

The parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. (a) Lessor warrants that it is the owner of the parcel of land described below, and located in Mendoza, Texas with one corner located at latitude 29-59-41, Longitude 97-40-28. Said parcel will be twenty (20) feet by twenty (20) feet square. Lessee will be allowed to enclose the parcel with a fence and place a portable building within the enclosed parcel. Lessee will also be allowed to place the anchors for three guy wires and the guy wires outside the fenced in parcel.

(b) Lessor leases to Lessee the parcel of land for the purpose of erecting a radio tower (the location of which has been approved by the parties) and operating, maintaining, and repairing an FM radio broadcast station and communication facility. Lessor agrees that Lessee shall have 24 hour per day access to its equipment.

Lessor represents, warrants and covenants that it holds good and indefeasible fee simple title to the Parcel, and said title is free and clear of all mechanic's liens, liens, mortgages, or encumbrances of any nature. Lessor further represents, warrants and covenants that, by paying the rent and performing its other obligations herein contained, Lessee shall peaceably hold and enjoy the Parcel during the original term of the Lease and any extension periods, without interruption by Lessor or any person claiming by, through, or under Lessor.

2. The Lessor agrees to lease to Lessee for the term of (20) years, beginning November 1, 2000 and expiring on October 31, 2009, the following described parcel of land together with all improvements thereon, hereinafter the Parcel:

Mendoza, TX at latitude 29-59-41, Longitude 97-40-28. Said parcel will be twenty (20) feet by twenty (20) feet square with one corner being located at approximately latitude 29-59-41, Longitude 97-40-28.

3. During the term of this Agreement, Lessee agrees to pay Lessor as rent for the use of said Parcel the sum of Three Hundred Twenty Five dollars (\$325.00) per month, payable as follows: \$325 at the beginning of the term and \$325 monthly at the beginning of the month thereafter. Lessee shall deliver each payment to an address to be specified by Lessor. Lessor acknowledges receipt of the first \$325.00 payment due under this Agreement.

4. After the original term expires, this Agreement shall automatically renew for successive one (1) year terms unless: a) Lessee shall notify the Lessor of its intent not to renew no less than 365 days prior to expiration of the then current term, or b) in the event Lessor sells the Parcel to a non-related third-party. Lessor shall notify the Lessee of its intent not to renew any time after closing but no less than 365 days prior to expiration of the then current term. The monthly rent paid by Lessee during any successive annual renewal term shall be increased by three percent (3%) over the annual rent paid during the immediately prior term.

5. During the term of this Agreement, or any extension thereof, Lessee shall have the right of ingress and egress at any and all times for the purpose of operation, maintenance, repair and removal,

such right to be limited to authorized employees/agents of Lessee or persons under Lessee's direct supervision.

Lessee shall have the right to grant such easements or rights of way on or over the Lessor's property as may be reasonably necessary for providing utilities and other services to the improvements constructed or maintained from time to time by Lessee on the Parcel. Lessee shall further have and may exercise all rights, powers, privileges and licenses of Lessor with respect to roads, streets and rights-of-way. Lessor shall, upon request of Lessee, execute any easement or other instruments or documents as may be appropriate or necessary for the purpose of granting any such easement, right-of-way, license or similar agreement.

6. Upon expiration of this Agreement, Lessee will remove all equipment installed on the Parcel.

7. During the term of this Agreement or any extensions thereof, Lessor shall pay all taxes levied against said Parcel.

8. During the term of this Agreement or any extensions thereof, Lessee shall be responsible for all utility charges, including electric and telephone, incurred as a result of Lessee's tenancy.

9. Lessee may terminate this Agreement by giving Lessor two (2) months prior written notice to Lessor via certified mail, return receipt requested, at any time during the term of this Agreement or any extension thereof.

10. a.) Lessee shall carry public liability insurance, any no charge to a Lessor, with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for bodily injury and death, and not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage, indemnifying Lessor and Lessee against claims for injuries and death sustained by persons or damage to property, arising out of Lessee's activities connected with the Parcel. Lessee shall provide Lessor with a certificate, which names Lessor as an additional insured.

b.) Lessor understands and agrees that Lessee's obligation under paragraph 10(a) above shall be Lessee's sole obligation to Lessor with regard to any and all claims, loss damage, or injury arising as a result of any occurrence attributable to the installation, operation, maintenance, repair or removal of Lessee's equipment on the Parcel.

11. Any notices required or permitted to be given herein, shall be sent to the parties at the following addresses, or such other addresses as the parties may, from time to time designate:2.

If to Lessor: Rheinhardt & Virginia Homann

If to Lessee: Media for the Holy Family Foundation, Post Office Box 26142 Austin, Texas 78755

12. Notice shall be deemed given hereunder three (3) business days following the mailing certified mail return receipt requested to the other party at the address listed above or such other address as the other party shall have designated by giving notice thereof.

13. This Agreement contains the entire agreement of the parties and no representation, oral or otherwise, between the parties not embodied herein shall be of force or effect.

14. Lessee may assign this Agreement, or to sublet all of any of its rights and obligations hereunder with the prior written consent of the Lessor which shall not be unreasonably withheld.

15. Lessee warrants and represents that no officer, employee, or agent of Lessee has been or will employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from the Lessor or any of the Lessor's officers, employees, or agents in connection with the obtaining, arranging, or negotiation of this Agreement or other documents executed in connection herewith.

16. Lessor represents and warrants Lessee that the Parcel as of the date of this Agreement is in compliance in all material respects with all applicable laws and all rules and regulation promulgated thereunder.

17. Lessee shall have the right, without the requirement of any consent or approval of Lessor, to mortgage, pledge or encumber its interest in this Lease or in the Parcel or improvements constructed thereon. Lessor hereby waives all constitutional and statutory liens.

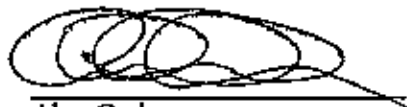
18. Each of the terms, conditions, agreements, and obligations of this Lease shall extend to and bind or inure to the benefit of (as the case may require) the parties hereto, and their heirs, executors, administrators, assigns, and successors.

19. Either party to this Lease Agreement may record a memorandum of the lease in Caldwell County, Texas. Lessor and Lessee each agree to execute, acknowledge and deliver to the other such a memorandum. The Lease shall not be recorded.

20. This Agreement supersedes any and all previous agreements between the parties as to the subject matter hereof.

Lessee:

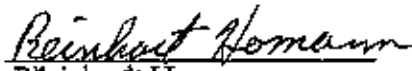
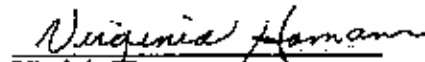
Media for the Holy Family Foundation
3006 Bee Caves Road
Suite A-240
Austin, Texas 78746



Alan Graham
President

Lessor:

Reinhardt & Virginia Homann


Reinhardt Homann
RH RH
Virginia Homann

Date 11-1-00

Lease Agreement

This AGREEMENT made and entered into this 1st day of November 2000, by and between Reinhardt and Virginia Homann, hereinafter referred to as Lessor and Media for the Holy Family Foundation, hereinafter referred to as Lessee.

The parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. (a) Lessor warrants that it is the owner of the parcel of land described below, and located in Mendoza, Texas with one corner located at latitude 29-59-41, Longitude 97-40-28. Said parcel will be twenty (20) feet by twenty (20) feet square. Lessee will be allowed to enclose the parcel with a fence and place a portable building within the enclosed parcel. Lessee will also be allowed to place the anchors for three guy wires and the guy wires outside the fenced in parcel.

(b) Lessor leases to Lessee the parcel of land for the purpose of erecting a radio tower (the location of which has been approved by the parties) and operating, maintaining, and repairing an FM radio broadcast station and communication facility. Lessor agrees that Lessee shall have 24 hour per day access to its equipment.

Lessor represents, warrants and covenants that it holds good and indefeasible fee simple title to the Parcel, and said title is free and clear of all mechanic's liens, liens, mortgages, or encumbrances of any nature. Lessor further represents, warrants and covenants that, by paying the rent and performing its other obligations herein contained, Lessee shall peaceably hold and enjoy the Parcel during the original term of the Lease and any extension periods, without interruption by Lessor or any person claiming by, through, or under Lessor.

2. The Lessor agrees to lease to Lessee for the term of (20) years, beginning November 1, 2000 and expiring on October 31, 2009, the following described parcel of land together with all improvements thereon, hereinafter the Parcel:

Mendoza, TX at latitude 29-59-41, Longitude 97-40-28. Said parcel will be twenty (20) feet by twenty (20) feet square with one corner being located at approximately latitude 29-59-41, Longitude 97-40-28.

3. During the term of this Agreement, Lessee agrees to pay Lessor as rent for the use of said Parcel the sum of Three Hundred Twenty Five dollars (\$325.00) per month, payable as follows: \$325 at the beginning of the term and [REDACTED] r. Lessee shall deliver each payment to an address to be specified by Lessor. Lessor acknowledges receipt of the first \$325.00 payment due under this Agreement.

4. After the original term expires, this Agreement shall automatically renew for successive one (1) year terms unless: a) Lessee shall notify the Lessor of its intent not to renew no less than 365 days prior to expiration of the then current term, or b) in the event Lessor sells the Parcel to a non-related third-party [REDACTED] monthly rent paid by Lessee during any successive annual renewal term shall be increased by three percent (3%) over the annual rent paid during the immediately prior term.

5. During the term of this Agreement, or any extension thereof, Lessee shall have the right of ingress and egress at any and all times for the purpose of operation, maintenance, repair and removal,

such right to be limited to authorized employees/agents of Lessee or persons under Lessee's direct supervision.

Lessee shall have the right to grant such easements or rights of way on or over the Lessor's property as may be reasonably necessary for providing utilities and other services to the improvements constructed or maintained from time to time by Lessee on the Parcel. Lessee shall further have and may exercise all rights, powers, privileges and licenses of Lessor with respect to roads, streets and rights-of-way. Lessor shall, upon request of Lessee, execute any easement or other instruments or documents as may be appropriate or necessary for the purpose of granting any such easement, right-of-way, license or similar agreement.

6. Upon expiration of this Agreement, Lessee will remove all equipment installed on the Parcel.

7. During the term of this Agreement or any extensions thereof, Lessor shall pay all taxes levied against said Parcel.

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9. Lessee may terminate this Agreement by giving Lessor two (2) months prior written notice to Lessor via certified mail, return receipt requested, at any time during the term of this Agreement or any extension thereof.

10. a.) Lessee shall carry public liability insurance, any no charge to a Lessor, with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for bodily injury and death, and not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage, indemnifying Lessor and Lessee against claims for injuries and death sustained by persons or damage to property, arising out of Lessee's activities connected with the Parcel. Lessee shall provide Lessor with a certificate, which names Lessor as an additional insured.

b.) Lessor understands and agrees that Lessee's obligation under paragraph 10(a) above shall be Lessee's sole obligation to Lessor with regard to any and all claims, loss damage, or injury arising as a result of any occurrence attributable to the installation, operation, maintenance, repair or removal of Lessee's equipment on the Parcel.

11. Any notices required or permitted to be given herein, shall be sent to the parties at the following addresses, or such other addresses as the parties may, from time to time designate:

If to Lessor: Rheinhardt & Virginia Homann

If to Lessee: Media for the Holy Family Foundation, Post Office Box 26142 Austin, Texas 78755

12. Notice shall be deemed given hereunder three (3) business days following the mailing certified mail return receipt requested to the other party at the address listed above or such other address as the other party shall have designated by giving notice thereof.

13. This Agreement contains the entire agreement of the parties and no representation, oral or otherwise, between the parties not embodied herein shall be of force or effect.

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15. Lessee warrants and represents that no officer, employee, or agent of Lessee has been or will employed, retained, paid a fee, or otherwise has received or will receive any personal compensation or consideration by or from the Lessor or any of the Lessor's officers, employees, or agents in connection with the obtaining, arranging, or negotiation of this Agreement or other documents executed in connection herewith.

16. Lessor represents and warrants Lessee that the Parcel as of the date of this Agreement is in compliance in all material respects with all applicable laws and all rules and regulation promulgated thereunder.

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18. Each of the terms, conditions, agreements, and obligations of this Lease shall extend to and bind or inure to the benefit of (as the case may require) the parties hereto, and their heirs, executors, administrators, assigns, and successors.

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20. This Agreement supersedes any and all previous agreements between the parties as to the subject matter hereof.

Lessee:

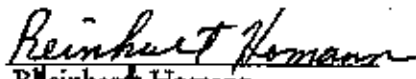
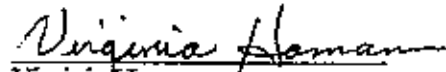
Media for the Holy Family Foundation
3006 Bee Caves Road
Suite A-240
Austin, Texas 78746



Alan Graham
President

Lessor:

Reinhardt & Virginia Homann


Reinhardt Homann
HH
Virginia Homann

Date 11-1-00



2000 Corporate Drive
Canonsburg, PA 15317

May 6, 2003

MEDIA FOR THE HOLY FAMILY FOUNDATION
3006 BEE CAVES ROAD
STE A-240
AUSTIN, TX 78746
Attention: Accounts Payable

Re: License 68453, Crown Site # 814814 - GALL
Customer Reference -
Site Address - 1101 North Industrial Blvd.
Round Rock, TX 78681

Escalation term in months: 12
Effective date: June 1, 2003

The rent on the above site is escalating from \$12,000.00 to \$12,000.00. This is a change of \$0.00 per year or \$0.00 per period. Please accept this letter as formal notification of the escalated amount pursuant to your contract.

Please establish an automatic payment referencing Crown's 6 digit site number referenced above.

Above figures were calculated by using the following data:

Index:	CPIW
Base index:	0.00
Last index:	0.00
Current index:	177.70
Minimum %:	0.00
Maximum %:	0.00

If you have any questions regarding this increase, please call Lori Lewis at 724-416-2544.

Sincerely,

Lori Lewis
Licensing Supervisor
cc: Stephanie Orlando
Director of Licensing



Crown Castle Atlantic LLC
Southwest Region
9830 South 51st Street
Suite A-136
Phoenix, AZ 85044

Tel 480 735.6900
Fax 480 735.6906
www.crowncastle.com

Via Certified Mail

March 21, 2003

Media of the Holy Family Foundation
3006 Bee Caves Road
Austin, TX 78746

RE: FAA/FCC Documents

Dear Regulatory Specialist:

Enclosed please find a new copy of the FAA Determination letter and FCC ASR/854R for a site(s) you are located on. Federal Regulations require that anytime the FCC 854R is changed, i.e., coordinates, heights, ground elevation or address, a new copy must be provided to all tenants.

Sincerely,

A handwritten signature in black ink, appearing to read 'DeeDee Stout'.

DeeDee Stout
Regional Regulatory Specialist

Enclosures
814814

cc: [illegible]

cc: [illegible]

cc: [illegible]

cc: [illegible]

**UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
ANTENNA STRUCTURE REGISTRATION**

Owner: CROWN CASTLE GT COMPANY LLC

FCC Registration
Number (FRN): 0005793682

REGULATORY DEPARTMENT CROWN CASTLE GT COMPANY LLC 2000 Corporate Drive Canonsburg, PA 15317	Antenna Structure Registration Number: <p style="text-align: center;">1027790</p>
Location of Antenna Structure: 1101 NORTH INDUSTRIAL BLVD ROUND ROCK, TX	Issue Date: <p style="text-align: center;">11-10-2002</p>
Latitude 30-31-16.4N	Ground Elevation (AMSL): 228.6 meters
Longitude 97-41-37.2W	Overall Height Above Ground (AGU): 80.2 meters
NAD83	Overall Height Above Mean Sea Level (AMSL): 308.8 meters
Painting and Lighting Requirements: FAA Chapters 12, 3, 4, 5 Paint and Light in Accordance with FAA Circular Number 70/7460-1K	
Special Conditions: <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> 814814 GALL TX </div>	

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT**, please file FCC Form 854. To file electronically connect to the antenna structure registration system by pointing your web browser to <http://wireless.fcc.gov/antenna>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and display your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.

Federal Aviation Administration
Southwest Region
Air Traffic Division, ASW-520
Fort Worth, TX 76193-0520

AERONAUTICAL STUDY
No: 02-ASW-2777-OE
PRIOR STUDY
No: 02-ASW-0531-OE

ISSUED DATE: 08/07/02

CHERYL ALSTON, 814814
CROWN CASTLE USA, INC.
510 BERING, STE 500
HOUSTON, TX 77057

GALL

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Description: EXISTING TOWER/ADD FREQUENCIES
SEE ATTACHED PAGE FOR FREQUENCIES
Location: ROUND ROCK TX
Latitude: 30-31-16.44 NAD 83
Longitude: 097-41-37.18
Heights: 263 feet above ground level (AGL)
1013 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

-As a condition to this determination, the structure should continue to be marked and/or lighted utilizing paint/red lights.

-See attachment for additional condition(s) or information.

This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, frequency(ies) or use of greater power will void this determination. Any future construction or alteration, including increase in heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications

By (initials) CA Date 8-13-02 BUW 814814
CCD update _____ License # _____ Site ID _____ Doc Type AX

Commission if the structure is subject to their licensing authority.

NOTE: This aeronautical study included evaluation of a 263 foot AGL structure that exists at this time. Action will be taken to ensure aeronautical charts are updated to reflect this existing height and the most current coordinates/elevation as indicated in the above description.

If we can be of further assistance, please contact our office at 817-222-5534. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 02-ASW-2777-OE.

Bruce C Beard

Bruce C. Beard
Specialist, Airspace Branch

(DNE)

cc: NACO w/map (44-9437)

Attachment

This determination shall include the following frequencies and power:

<u>FREQUENCIES</u>	<u>POWER</u>
105.1 MHz	300 Watts ERP
806-824 MHz	500 Watts ERP
824-849 MHz	500 Watts ERP
851-866 MHz	500 Watts ERP
869-894 MHz	500 Watts ERP
896-901 MHz	500 Watts ERP
901-902 MHz	7 Watts ERP
930-931 MHz	3,500 Watts ERP
931-932 MHz	3,500 Watts ERP
932-932.5 MHz	50.1 Watts ERP (17Dbw)
935-940 MHz	1,000 Watts ERP
940-941 MHz	3,500 Watts ERP
1850-1910 MHz	1,640 Watts ERP
1930-1990 MHz	1,640 Watts ERP
2305-2310 MHz	2,000 Watts ERP
2345-2360 MHz	2,000 Watts ERP

This determination does not include AM radio frequencies, FM radio frequencies, or TV frequencies.

Licensee's Site Name: ROUND ROCK TRANSLATOR
Licensee's Site Number: 3

ROUND ROCK

Crown Site Name: GALL
JDE Business Unit: 814814

TOWER LICENSE

for a wireless communications facility
located at:

Facility:	GALL
Street Address:	1101 N Industrial Boulevard
City:	Round Rock
County:	Williamson
State:	Texas 78681

between

Crown Castle GT Company LLC, a Delaware limited liability company

and

Media for the Holy Family Foundation, Inc.

Be advised that (1) this standard document is copyrighted by Crown and (2) Crown considers this information to be highly proprietary in nature. It is intended for the sole use of the recipient pertaining to business licensing with Crown. Disclosure to any third party may create civil liability on your part.

Prepared by: B. WEBSTER
Prepared on: May 24, 2002

TOWER LICENSE

May THIS TOWER LICENSE ("Tower License") is entered into this 31st day of 2002 between Crown Castle GT Company LLC, a Delaware limited liability company, with its USA Headquarters located at 2000 Corporate Drive, Canonsburg, Washington County, Pennsylvania 15317, ("Licensor"), and Media for the Holy Family Foundation, Inc., with its principal office located at 3006 Bee Caves Road, Suite A-240, Austin, Texas 78746, ("Licensee").

Licensor maintains and operates an extensive network of wireless communications facilities. Licensee desires to license the non-exclusive use of one of these communications facilities to operate its wireless communications equipment. Accordingly, Licensor and Licensee freely negotiated and hereby agree to be legally bound by the following terms and conditions:

1. **Facility.** Licensor licenses Licensee to install, operate and maintain the following wireless communications equipment ("Licensee's Equipment") at the facility known as Gall / B.U.#814814 (the "Facility") and located at 1101 N Industrial Boulevard, Round Rock, Texas 78681 (the "Site"). Such license is subject to the Special Conditions, Facility Rules and Regulations, and Access and Security Procedures for Users set forth in Exhibit "A" attached hereto and is restricted exclusively to the installation, operation and maintenance of antennas and equipment consistent with the specifications identified below.

Manufacturer and type-number: One (1) Bext TFC1K-2-2-bay
One (1) Bext logFM3PA

Number of antennas: Two (2)

Weight and dimension of antenna(s) (LxWxD): Bext TFC1K-2-2-bay:
35 lbs. (11"H x 1"W x 12"D)

Bext logFM3PA:
3 lbs. (4"H x 0.5"W x 5"D)

Transmission line mfr. & type no.: One (1) Andrew LDF5
One (1) Belden RG-8

Diameter & length of transmission line: Andrew LDF5: 7/8" @ 190'
Belden RG-8: 1/2" @ 100'

Location of antennas (as described in Exhibit "B-1"
attached hereto and made a part hereof): Gall / B.U.# 814814:
Latitude - 30° 31' 16.71"
Longitude - 97° 41' 38.02"

Height of antenna(s) on structure: Bext TFC1K-2-2-bay @ 140'
Bext logFM3PA @ 50'

Bext TFC1K-2-2-bay @ 180°
Bext logFM3PA @ 110°

6' x 8' Shelter

Tx: 105.1000 MHz
Rx: 88.5000 MHz

Licensee shall not use, allow or suffer the Facility to be used for any other purpose. Licensor, at its option, may immediately terminate this Tower License in the event of any unauthorized use by Licensee. No deviation from the foregoing specifications is permitted without Licensor's written consent and the execution of an addendum to this Tower License.

Licensor reserves the right, from time to time, at Licensor's sole cost and expense, to change the Facility and/or Site in any way Licensor may desire, including, but not by way of limitation, addition or removal of land, construction, modification or addition to the tower or any other structure, or the reconstruction, replacement or alteration thereof, provided that such change does not, when completed, materially alter the signal pattern of Licensee's Equipment.

THE PARTIES ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANY OTHER LANGUAGE IN THIS TOWER LICENSE TO THE CONTRARY, LICENSEE'S USE OF THE FACILITY DOES NOT CONSTITUTE A CONVEYANCE OF ANY INTEREST IN REAL ESTATE TO LICENSEE. ALTHOUGH COMMERCIAL IN NATURE, THE RELATIONSHIP BETWEEN LICENSOR AND LICENSEE IS NOT ONE OF TENANCY, AND NO LEASEHOLD INTEREST OR OTHER REAL ESTATE INTEREST HAS BEEN CREATED.

2. License Term. Initially, the license term shall be for a period of five (5) years commencing on May 31, 2002, (the "Commencement Date") and ending on June 1, 2007, at twelve o'clock (12:00 p.m.) noon EST (the "Initial Term"). This Tower License will automatically renew itself for one subsequent five-year period (the "Renewal Term") unless either party serves notice of cancellation upon the other party, at least ninety (90) days prior to the expiration of the License Term. (The Initial Term and the Renewal Term shall be collectively referred to as the "License Term.")

Notwithstanding the foregoing, if Licensor's rights in the Facility are derived from a Prime Lease (as defined in Section 8) with a third party and the Prime Lease has a shorter term than that provided for under this Section 2, then Licensee's right to extend the License Term shall only be for as long as Licensor retains its interest in said Prime Lease. In no event, however, is Licensor obligated for any inconvenience, damage, claim or loss arising out of Licensor's failure to extend or renew said Prime Lease.

3. **Consideration.** (A) **Basic Monthly Payment.** Licensee shall pay to Licensor One Thousand dollars (\$1,000.00) per month beginning on June 1, 2002, and on the first day of each month thereafter for the remainder of the License Term, in advance and without demand, including annual

increases as provided for hereafter (the "**Basic Monthly Payment**"). At the end of each twelve (12) month period during the License Term, Licensor shall increase the Basic Monthly Payment by an amount equal to the increase in the Consumer Price Index (as hereinafter defined) which was in effect during the previous twelve month period. Licensor's failure to timely demand any such increase shall not be construed as a waiver of any right thereto and Licensee shall be obligated to remit all increases notwithstanding any lack of notice or demand thereof. For purposes of this Section 3, Consumer Price Index means the index published by the Bureau of Labor Statistics of the United States Department of Labor for Urban Wage Earners and Clerical Workers for all items (CPI-W—U.S. City Average (base year)) or the successor thereto.

(B) **Additional Payments.** Beginning with the commencement of the Initial Term, Licensee shall pay in addition to the Basic Monthly Payment the following:

(i) **Licensee's Payment of Taxes, Fees and Assessments.** Licensee shall pay directly to the applicable federal, state or local governmental unit or agency ("**Governmental Entity**") or to Licensor if Licensor is invoiced by such Governmental Entity, all taxes, fees, assessments or other charges assessed by any Governmental Entity directly against Licensee's Equipment and/or Licensee's use of the Facility. Licensee shall also pay to Licensor Licensee's Pro Rata Share of all taxes, fees, assessments or charges including, but not limited to, personal property taxes attributable to Licensee's equipment and antenna(s), municipal franchise fees, use fees, municipal application fees, installation fees and increases thereof. **Pro Rata Share** shall mean the fraction or decimal equivalent of dividing one (1) by the total number of then existing users occupying a tower on the last day of the applicable calendar year.

(ii) **Licensee's Share of Site Maintenance Expenses.** Licensee shall pay to Licensor, Licensee's Pro Rata Share of the costs incurred to operate and maintain the Site including the tower, land, area, equipment, shelters, easements, roadways, and all improvements located thereon in any manner deemed by Licensor to be reasonable, appropriate and in the best interest of the Site and the Facility located thereon, including where applicable, all costs and expenses of fence and gate maintenance, tower lighting, access road maintenance, rust abatement, tower inspection, security systems, generator service and fueling (unless otherwise included), tower painting, HVAC repair, site signage, removal of snow, ice and debris, and repair of drainage pipes, ducts, conduits and similar items, not treated for accounting purposes as capital expense.

(iii) **Extraordinary Site Costs.** In the event that the Facility is located on a Site where Licensor previously incurred any costs for development and construction or operation of the Facility in excess of costs normally expenses, including, but not by way of limitation, extraordinary civil work (for design and construction of foundations, roads, walls), stealth tower structures, excessive site litigation expenses, lighting systems for towers higher than five hundred (500) feet, excessive ground lease expenses including the cost of revenue sharing required by the ground lease or other contract applicable to a Site or payment to a landlord for consent to collocate users at the Facility, and excessive Regulatory Compliance Costs (as defined in Section 3(B)(iv)) or AM detuning expenses ("**Extraordinary Site Development Costs**"), Licensor shall identify such costs to Licensee in advance of execution of this Tower License. Licensee shall pay to Licensor on the Commencement Date Licensee's Pro Rata Share of the Extraordinary Site Development Costs.

(iv) **Regulatory Compliance Costs.** In the event that Licensor incurs costs, including reasonable attorneys' fees, in order to comply with any applicable law, regulation, rule, guideline, directive or requirement promulgated by a Governmental Entity, including Environmental laws

("Regulatory Compliance Costs"), Licensee shall be responsible to pay to Licensor its Pro Rata Share of such Regulatory Compliance Costs within thirty (30) days of invoice to Licensee by Licensor.

Non-payment of any Additional Payment when due shall constitute a default under this Tower License to the same extent as would non-payment of the Basic Monthly Payment.

(C) Late Payments. If the Basic Monthly Payment or any Additional Payment set forth in this Section 3 is not paid on the due date, then Licensee shall pay an additional daily payment of five dollars (\$5.00) for each day the payment remains delinquent. This late charge is not a waiver of Licensor's right to declare this Tower License in default if the Basic Monthly Payment or any Additional Payment is not made when due.

(D) Installation and Maintenance Payments: Licensor shall perform all antennae installation on tower and coax runs to shelter. Licensee will reimburse Licensor for the cost of installation at its actual cost plus fifteen (15%) percent mark-up. All installation shall be in accordance with an agreed upon Scope of Work.

(E) Payment Method: All payments shall be made payable to Licensor at P.O. Box 203112, Houston, TX 77216-3112. Licensor may change its payment method, including payee and payee addresses, by written notice to Licensee. Unless alternative arrangements are made by Licensee with Licensor's consent in advance of the date payment is due, Licensee shall make all Basic Monthly Payments by direct deposit. Licensee shall comply with Licensor's instructions for direct deposit of funds due to Licensor as set forth in Exhibit "C". Licensor may change this payment method, including payee and payee addresses, by written notice to Licensee.

4. Utilities. Electrical power and telecommunications landline service may be available to Licensee at the Site. All costs associated with the installation and consumption of utilities by Licensee at the Site shall be the responsibility of the Licensee, including, where not previously available, the cost to submeter the existing utility services. Licensee agrees, at no additional cost to Licensee, to cooperate with other users of a Site to provide access to utility services. Licensee shall insure that: (1) its telephone lines will have transient surge protection installed at the modular "telco" block or base station; (2) this transient surge protection device shall be bonded to the Facility's grounding system; and, (3) its telephone line connections shall use a modular plug with termination inside of the cabinet. Licensor shall incur no liability whatsoever in the event that any utility becomes unavailable. Discontinuance of service shall not constitute a termination of the Tower License, constructive or otherwise.

5. Maintenance of Facility and Licensee's Equipment. (A) Equipment Maintenance. Licensee agrees to have installed transmitting and receiving equipment of a type and frequency that will not cause measurable interference as defined by the Federal Communications Commission (the "FCC") to Licensor and/or other users of the Facility. At its own cost and expense, Licensee shall operate and maintain its antenna(s) and associated electronic equipment at the Facility in accordance with generally accepted industry standards and in conformity with the requirements of the applicable equipment manufacturers and the FCC and any other Governmental Entity having jurisdiction over Licensee and its equipment. Upon receiving notice from Licensor that an entity is experiencing measurable interference (such as signal degradation, observable "ghosting", a drop in receiving signal strength, or any other interference) believed to be caused by the functioning of any of Licensee's electronic equipment at the

Facility, Licensee will within twenty-four (24) hours of notification determine if the operation of Licensee's Equipment is the cause of signal degradation. If it is so determined, Licensee will immediately terminate the operation of Licensee's Equipment that is not functioning within the above-recited specifications and authorizations and will not permit further operation of such equipment until it has been repaired so as to function within those specifications and authorizations. Moreover, Licensee hereby grants to Licensor the right and authority to take any action necessary to terminate the operation of any of Licensee's Equipment causing interference or signal degradation if action is not taken by Licensee within the twenty-four (24) hour limit. The costs associated with Licensor terminating the operation of such equipment shall be invoiced to Licensee and paid by Licensee as an Additional Payment. Licensor shall not be liable for inconvenience, disturbance, loss of business or other damage to Licensee by reason of such actions.

(B) Routine Inspection and Emergency Repairs. Licensor retains the right to inspect Licensee's antenna(s) and associated electronic equipment at the Facility upon giving reasonable notice to Licensee during the License Term. In the event that Licensor, in its sole discretion, determines in good faith that Licensee has not maintained Licensee's Equipment in good order and repair according to the industry standards, applicable building code requirements or any rules, regulation, procedures and guidelines pertaining to electromagnetic or radio frequency radiation, and that *emergency repairs* are necessary for the safety of the Facility or the prevention of interference with Licensor or any other user of the Facility, Licensor may, at its option, make such emergency repairs to the Licensee's Equipment as it deems reasonably necessary, and any amount expended by Licensor plus fifteen percent (15%) for Licensor's administration, coordination and documentation shall be invoiced to Licensee and paid by Licensee as an Additional Payment. Licensor shall not be liable for inconvenience, disturbance, loss of business or other damages Licensee by reason of such repairs.

(C) Non-Emergency Repairs. With respect to non-emergency repairs which Licensor, in its sole discretion, determines that Licensee should make to maintain Licensee's Equipment in good order, Licensor shall so notify Licensee in writing, specifying the maintenance or repairs required to be performed by Licensee. In the event that, within ten (10) days following such written notice, Licensee shall not have commenced such maintenance or repairs and proceeded with diligence to complete the maintenance or repair, Licensor may, at its sole option, perform such maintenance and repairs as it deems reasonably necessary and any amount expended by Licensor plus fifteen percent (15%) for Licensor's administration, coordination and documentation therefore shall be invoiced to Licensee and paid by Licensee as an Additional Payment. Licensor shall not be liable for inconvenience, disturbance, loss of business or other damages to Licensee by reason of maintaining or repairing Licensee's Equipment which Licensee has failed to properly maintain.

6. Facility Use. Licensee shall: (i) use the Facility in a safe and careful manner and in compliance with all applicable laws, ordinances, rules, regulations, and orders of any Governmental Entity; (ii) obtain, at its own expense, any and all necessary licenses or permits (including building permits) from such Governmental Entity as shall have jurisdiction in connection with the construction, installation, operation, repair, alteration or replacement of Licensee's Equipment or with any of its activities thereon or contemplated by this Tower License and to abide by the terms and provisions of such licenses and permits; and, (iii) cause or permit no lien upon the Facility and to suffer no other matter whereby the estate, right, or interest of Licensor in any part of the Facility might be impaired.

7. **Equipment Installation, Modification, Repairs and Removal.** (A) **Licensee's Prior Approval.** Licensee shall not install or modify any of Licensee's Equipment at the Facility until: (i) Licensee has notified Licenser in writing of the particulars of such proposed installation or modification (such notification shall include full mechanical and electrical engineering details); and, (ii) Licenser has approved in writing such installation or modification. Licenser's failure to respond to Licensee's proposal within ten (10) days of Licensee's request shall be deemed an approval of that proposal by Licenser. As part of the review process, Licenser may consider, among other things, the potential effect on structural integrity, interference, health, safety and environmental concerns. The cost of any structural, engineering, environmental or other studies that Licenser deems necessary to determine compliance with structural, environmental, engineering or legal requirements shall be borne by Licensee. Such costs shall be invoiced to Licensee and paid by Licensee as an Additional Payment.

(B) **Installation.** All costs for installation and maintenance of Licensee's Equipment and antenna(s) at the Facility shall be borne solely by Licensee. The installation at the Facility of the antenna(s) shall be made using suitable devices commonly used in the industry, capable of bearing the stress and strain of the installation without damaging the use and occupation of the wireless communications tower and its present or future enjoyment by Licenser and other users of the Facility. Licenser shall have the ability to relocate Licensee's installation to another equipment shelter or location in the existing shelter if Licenser deems necessary. Licenser shall not be responsible for any costs associated with such relocation, including loss of profits associated with any system "down time."

(C) **No Interference.** The installation, operation, maintenance and removal of Licensee's Equipment and personal property at the Facility shall be performed without any damage, harm, and interruption to the service of Licenser or other users of the Facility. Licensee agrees to hold harmless and indemnify Licenser (and all others associated with Licenser) and other users of the Facility from any and all costs, expenses, actions, damages, claims, and liability due to injury to any person or damage, including consequential damages related to the interruption of service, resulting from Licensee's utilization of the Facility, except to the extent that such injury or property damage is due to Licenser's sole gross negligence or willful misconduct. If Licensee's Equipment or operations, including Licensee's failure to comply with the special conditions in Exhibit "A" hereto, causes any objectionable electrical or physical interference (including interference from any other structure erected on the Facility) to the operations or permitted operations of any other user of the Facility, then, Licensee shall, at its sole expense, take such steps as may be required to eliminate such interference. If interference is found to be caused by Licensee's Equipment or operations, the fees and charges of any professional consultant retained by Licenser to investigate the cause of the interference shall be borne by Licensee. Such costs shall be invoiced to Licensee and paid by Licensee as an Additional Payment.

(D) **Removal of Improvements.** Unless so affixed as to have become part of the Facility, the antenna(s) and associated equipment installed at the Facility by Licensee shall remain the property of Licensee and may be removed by Licensee provided that: (i) Licensee repairs any damage caused by the removal; and, (ii) Licensee shall have fully performed all of its covenants and agreements and no payments are due (or will become due) from Licensee to Licenser under the provisions of this Tower License. Licensee must give Licenser sixty (60) days notice of removal of any equipment from the Facility to avoid disruption of other users' services. Moreover, Licensee shall continue to pay the applicable Basic Monthly Payment and all Additional Payments until such equipment is removed. Any removal shall be at a time and date specified by Licenser and shall not affect Licensee's obligations under this Tower License. Licenser may remove Licensee's property, without notice, in the event that Licensee's Equipment is not removed following the expiration or termination of this Tower License. If

Licensee does not claim the removed property within thirty (30) days following the expiration or termination of this Tower License, then ownership of such property shall automatically vest in Licensor.

(E) Workmanship. All equipment installation, repair and removal work performed by or on behalf of Licensee shall be carried out: (i) in a good and workmanlike manner; (ii) in accordance with established engineering standards and public ordinances, rules and regulations applicable to such work; (iii) in accordance with plans and specifications, including mechanical and electrical drawings, which have been submitted and approved, in writing and in advance, by Licensor; and, (iv) in accordance with Licensor's security procedures with respect to protection of the Facility.

(F) Facility Access. Licensee shall have free access during the License Term to the Facility, except the tower, twenty-four (24) hours per day, seven (7) days per week; however, such access shall be in accordance with the Special Conditions, Facility Rules and Regulations, and Access and Security Procedures for Users as detailed in Exhibit "A" hereto. Access to the tower will require twenty-four (24) hour notification to and pre-approval by Licensor. Licensee acknowledges that the foregoing access rights are subject to any restrictions identified in the underlying real estate interests related to the Facility, including, but not limited to, any restrictions identified in the Prime Lease. Licensor shall furnish Licensee with necessary devices for the purpose of ingress and egress to the Facility. The foregoing rights of access are limited to employees or contractors of Licensee which have been previously approved by Licensor in writing or persons under their direct supervision. No other persons without such prior approval shall be permitted on the Facility.

8. Prime Lease. Licensor and Licensee acknowledge that Licensee's use of the Facility may be derived from a separate agreement with a third party, in which Licensor is lessee, grantee or licensee therein ("Prime Lease"). If this is the case, a copy of the Prime Lease shall be attached as Exhibit "D" to this Tower License, and the following provisions shall be applicable. In the event approval of the prime lessor, grantor or licensor is required in the Prime Lease, the effectiveness of this Tower License concerning such property shall be specifically subject to the obtaining of such approval. Furthermore, all of the terms, conditions and covenants contained in this Tower License shall be specifically subject to and subordinate to the terms and conditions of the Prime Lease. In the event any of the provisions of the Prime Lease supersede or contradict the terms of this Tower License, such terms of this Tower License shall be deemed deleted or superseded to the extent of the contradiction as applicable to the Facility. Moreover, Licensee agrees to be bound by and agrees to perform all of the acts and responsibilities required of the lessee, grantee or licensee pursuant to the Prime Lease as are applicable to the access and use of the Facility. Lastly, in the event that the Prime Lease terminates for any reason, this Tower License shall be deemed to have terminated effective the date of the termination of the Prime Lease.

9. Compliance With FCC Radio Frequency Radiation Requirements. (A) Licensee's Installation or Modification of Equipment at the Facilities. If Licensee's installation or modification of equipment at the Facility would put any user of the Facility into non-compliance with the FCC's exposure limits for radio frequency radiation, then (i) in the event that such non-compliance can be cured by limiting the general public's access to the Facility, Licensee shall pay all costs associated with limiting access to the Facility prior to making such installation and/or modification; or, (ii) in the event such non-compliance can be cured by modifying the equipment of existing users of the Facility, and such users consent to such modifications, Licensee shall pay all costs associated with making such modifications.

(B) Future Cooperation. In the event that future installations and/or modifications proposed by third parties would put any user of the Facility into non-compliance with the FCC's exposure limits for radio frequency radiation, and cannot be cured by limiting access to the Facility, Licensee shall not unreasonably withhold its consent, when requested by Licensor, to modify the Licensee's Equipment so long as all costs associated with making such modifications to Licensee's equipment are borne by the party proposing such installation and/or modification. Licensee further agrees that in the event that there is any change to applicable rules, regulations and procedures governing radio frequency radiation which put the Facility into non-compliance with the FCC's or any other governmental agency's exposure limits for radio frequency radiation, Licensee will cooperate with Licensor and other users of the Facility to bring the Facility into compliance, which cooperation shall include, but not be limited to, Licensee paying its Pro Rata Share of the costs associated with bringing the Facility into compliance.

(C) Protection of Workers. Licensee agrees to reduce power or suspend operation if necessary and upon reasonable notice to prevent possible overexposure of workers or the public to radio frequency radiation.

(D) Licensor's Obligations. Licensor agrees to use its best reasonable efforts not to permit any subsequent installation and/or modification on or to the Facility if such installation and/or modification would put any user of the Facility into non-compliance with the FCC's exposure limits for radio frequency radiation. Licensor further agrees to limit the general public's access to areas where the FCC's radio frequency exposure limits are exceeded and agrees to post appropriate signs warning the general public of such limited access.

(E) Mutual Certifications. Licensor and Licensee each certifies to the other that: (i) it has adopted (or is in the process of adopting) a safety plan for its employees and contractors working in the vicinity of the Facility to ensure that no such person is exposed to radio frequency emissions in excess of the limits specified by the FCC; (ii) it has distributed (or will distribute) the safety plans to its employees and contractors who have the potential to be exposed to radio frequency emissions in excess of FCC prescribed limits; and, (iii) its employees and contractors have been directed (or will be directed) to comply with the safety plan.

10. Indemnity, Insurance and Subordination. (A) Mutual Indemnification. Licensor and Licensee will indemnify and hold the other harmless from and against all loss, cost, expense, and liability whatsoever (including attorneys', experts' and consultants' or any fees) resulting from or occurring by reason of that party's installation, use, removal, or servicing of the antenna(s) and affiliated equipment or any other use of the Facility excepting, however, such claims or damages as may be due to or caused by the gross negligence or willful misconduct of that party.

(B) Public Liability Insurance. Licensee shall carry public liability insurance covering its use of the Facility with companies and in a form satisfactory to Licensor. The policy shall name Licensee as insured and shall name Licensor and its affiliates as an additional insured. The policy shall bear endorsements to the effect that the insurer agrees to notify Licensor not less than thirty (30) days in advance of any modification or cancellation thereof. At a minimum, Licensee and all parties accessing the Facility for or on behalf of Licensee shall obtain the following insurance coverage: (i) Statutory Workers' Compensation including \$500,000 Employers' Liability; (ii) Comprehensive General Liability including personal injury, broad form property damage, independent contractor, XCU and products/completed operations with limits not less than \$2,000,000 per occurrence; (iii) Automobile Liability with limits not less than \$1,000,000 per occurrence; and, (iv) Fire and extended coverage

insurance on all of Licensee's improvements at the Facility including all of Licensee's equipment and other personal property at the Facility. (Such insurance shall include an all-risk legal liability endorsement to cover property damage for which Licensee is responsible.)

Failure of Licensee to obtain or maintain the required insurance and submit such certification to Licensor shall constitute a material breach of this Tower License. Upon such breach, Licensor shall have the right to immediately terminate this Tower License and/or become entitled to all remedies provided herein.

(C) Certificates of Insurance. Prior to accessing the Facility, Licensee and all parties acting for or on behalf of Licensee shall provide to Licensor certificates of insurance evidencing the insurance coverage required herein.

(D) Licensor's Liability. Licensor shall not be liable for interruption of service or any consequential damages to any person or property at any time at the Facility.

(E) Subordination. Licensee's rights under this Tower License are and shall remain subject and subordinate to the operation and effect of: (i) any lease of land or of land and buildings involving the Facility; and (ii) any mortgage, deed of trust or other security instrument constituting a lien upon the Facility, whether the same shall be in existence at the date hereof or created hereafter; any such lease, mortgage, deed of trust or other security instrument being referred to herein as a "mortgage", and the party or parties having the benefit of the same, whether as lessor, mortgagee, trustee or noteholder, being referred to herein as a "mortgagee". Licensee's acknowledgment and agreement of subordination provided for in this subsection is self-operative and no further instrument of subordination shall be required; however, Licensee shall execute such further assurances thereof as shall be required or as may be requested from time-to-time by Licensor or a mortgagee.

(F) Attornment. If any person shall succeed to all or part of Licensor's interest in the Facility, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, and if so requested or required by such successor in interest, Licensee shall attorn to such successor in interest and shall execute an agreement in confirmation of the attornment as the successor in interest shall reasonably request.

11. Damage and Destruction. In the event that the Facility, or any part thereof, is damaged by fire or other casualty, Licensor shall have thirty (30) days from the date of damage, if the damage is less than total destruction of the Facility, in which to make repairs, and one hundred and eighty (180) days from date of destruction, if the Facility (including the communications tower) is destroyed, in which to replace the destroyed portion of the Facility. If Licensor fails for any reason to make such repair or restoration within the stipulated period, either party may, at its option, terminate the Tower License without further liability of the parties, as of the date of partial or complete destruction. If, for any reason whatsoever, Licensee's use of the Facility is interrupted due to casualty, Licensee's sole remedy shall be abatement of the Basic Month Payment for the period during which service is interrupted. Furthermore, Licensor shall not be responsible for any damage caused by vandalism or acts of God.

12. Assignment. Licensee may assign this Tower License without Licensor's consent to its parent company or to a subsidiary company or to any successor-in-interest acquiring substantially all of Licensee's stock or assets. Such assignment shall be effective upon receipt of written notice by Licensee

to Licensor. Any such assignment shall not relieve Licensee of any liability for performance of this Tower License. Any other assignment shall require Licensor's prior written consent.

13. **Eminent Domain.** In the event that any part of the Facility shall be taken or condemned, either permanently or temporarily, for any public or quasi-public purpose by any authority in appropriation proceedings or by any right of eminent domain, all damages arising therefrom shall be payable to Licensor, except that Licensee shall be entitled to pursue a separate condemnation award from the condemning authority for Licensee's interest at the Facility.

14. **Default.** Material defaults of this Tower License shall include, but are not limited to, the following occurrences: (i) Licensee's permanent removal of Licensee's Equipment from the Facility without the consent of Licensor; (ii) Licensee's failure to pay the Basic Monthly Payment, Additional Payment or any other payment as required hereunder, within twenty (20) business days following Licensee's receipt of written request for payment from Licensor; (iii) Licensee's failure to observe and perform any applicable provision of this Tower License, which is not cured within thirty (30) days following Licensee's receipt of written notice of such failure from Licensor, except such thirty (30) days cure period will be extended as reasonably necessary to permit Licensee to complete the cure so long as Licensee commences the cure within such thirty (30) day period and thereafter continuously and diligently pursues and completes such cure; and, (iv) Licensee's making of any assignment for the benefit of creditors; an adjudication that Licensee is bankrupt or insolvent; the filing by or against Licensee of a petition to have Licensee adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless the petition is dismissed within sixty (60) days after its filing); the appointment of a trustee or receiver to take possession of substantially all of Licensee's assets located at the Facility or of Licensee's interest in this Tower License (unless possession is restored to Licensee within thirty (30) days after such appointment), or the attachment, execution, or levy against, or other judicial seizure of, substantially all of Licensee's assets located at the Facility or of Licensee's interest in this Tower License (unless the same is discharged within thirty (30) days after issuance thereof).

Licensor shall not be deemed to be in default in the performance of any obligation unless Licensor has failed to perform such obligation within thirty (30) days following Licensor's receipt of written notice of such default from Licensee; provided, however, that if the nature of Licensor's obligation is such that more than thirty (30) days are required for its performance, then Licensor shall not be deemed to be in default if it shall commence such performance within the thirty (30) day period and, thereafter, diligently prosecute the obligation to completion.

15. **Remedies.** In the event of any material default or breach of this Tower License by Licensee, Licensor, at its option, may (without notice or demand except as expressly required herein) terminate this Tower License, in which event Licensee will immediately remove its equipment from the Facility and become liable for damages equal to the total of: (i) the actual costs of recovering the Facility; (ii) the payments earned as of the date of termination or removal of equipment, whichever occurs later, plus interest thereon from the date due until paid; (iii) the amount by which any payments and other benefits that Licensor would have received under the Tower License for the remainder of the License Term; and, (iv) all other sums of money and damages owing by Licensee to Licensor, including attorneys' fees, costs of suit, collection costs, plus interest until payment is satisfied at the lesser of ten percent (10%) per annum or the maximum rate allowed under the laws of the state where the Facility is

located. Licensor may elect any one or more of the foregoing remedies with respect to this Tower License.

In the event of any material default or breach of this Tower License by Licensor, Licensee may, at Licensee's option and upon written notice, terminate the Tower License. However, in no event shall Licensor be liable for consequential, punitive or special damages.

16. **Waiver.** The failure or delay of either party to exercise any of the provisions in this Tower License shall neither constitute a waiver nor affect the validity of any part of this Tower License or rights of either party to thereafter enforce the provisions. No waiver of any breach of this Tower License shall be held to be a waiver of any other similar or different breach. Moreover, the receipt by Licensor of payment at a time when the payment is in default under this Tower License shall not be construed as a waiver of such default. Furthermore, the receipt by Licensor of a lesser amount than the payment due shall not be construed to be other than a payment on account of the payment due, and Licensor may accept such payment without prejudice to its right to recover the balance of the payment due or to pursue any other remedies provided in this Tower License.

17. **Hold Over Fee.** Licensee shall remove its equipment at the Facility upon the expiration or termination of this Tower License. Should Licensee's equipment remain at the Facility after termination of this Tower License, no tenancy or interest in the Facility shall result, but this "holding over" shall be an unlawful detainer and all such equipment shall be subject to immediate removal. Licensee shall, upon demand, pay to Licensor, as a liquidated damage, a sum equal to one and one-half (1 1/2) the Basic Monthly Payment for any period during which Licensee shall "hold over" at the Facility after the expiration or termination of this Tower License.

18. **Successors.** The respective rights and obligations provided in this Tower License shall bind and inure to the benefit of the parties, their legal representatives, heirs, successors and assigns; provided, however, that no rights shall inure to the benefit of any successor of Licensee unless Licensor's written consent for the transfer to such successor has first been obtained as described in Article 12.

19. **Governing Law.** The laws of the Commonwealth of Pennsylvania, disregarding conflict of law principles, shall govern this Tower License. Further, each party submits to the jurisdiction of any federal or commonwealth court sitting in Allegheny County, Pennsylvania.

20. **Severability.** If any provision of this Tower License shall be held to be invalid, void or unenforceable, then the remaining provisions shall in no way be affected or impaired and such remaining provisions shall remain in full force and effect.

21. **Captions.** Marginal captions, titles of exhibits and riders to this Tower License are for convenience and reference only. They are in no way to be construed as defining, limiting or modifying the scope or intent of the various provisions of this Tower License.

22. **Terminology.** As used in this Tower License, the word "entity" shall mean and include, where appropriate, an individual, corporation, partnership, limited liability company, or similar entity. The plural shall be substituted for the singular, and the singular for the plural, where appropriate.

23. **Notices.** All notices hereunder shall be in writing and shall be given by: (i) established express delivery service which maintains delivery records; (ii) hand delivery; or, (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile, provided the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Licensee: Media for the Holy Family Foundation, Inc.
3006 Bee Caves Road, Suite A-240
Austin, Texas 78746

Licensor: Crown Castle GT Company LLC
2000 Corporate Drive
Canonsburg, Pennsylvania 15317
Attn: Asset Management-Licensing

Fax: (724) 416 - 2459

24. **Environmental Hazards.** Licensor represents and warrants that to the best of Licensor's knowledge there are no Environmental Hazards at the Facility. Nothing in this Tower License will be construed or interpreted to require that Licensee remediate any Environmental Hazards located thereon unless Licensee or Licensee's officers, employee, agents or contractors placed the Environmental Hazards at the Facility.

Licensee will not bring to or transport across the Facility or dispose thereon any Environmental Hazards without Licensor's prior written approval. Licensee's use of any approved substances constituting Environmental Hazards must comply with all applicable laws, ordinances and regulations governing such use.

The term "Environmental Hazards" means hazardous substances, hazardous wastes, pollutants, asbestos, polychlorinated biphenyl, petroleum or other hydrocarbons (including crude oil or any fraction or derivative thereof) and underground storage tanks. The term "hazardous substances" shall be as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, and any regulations promulgated pursuant thereto; the term "hazardous wastes", as in the Resource Conservation and Recovery Act, and any regulations promulgated pursuant thereto; and, the term "pollutants", as defined in the Clean Water Act, and any regulations promulgated pursuant thereto.

25. **Antenna Structure Registration.** Should the Facility be such as to require registration with the FCC in accordance with 47 C.F.R. Part 17, Licensor will attach a copy of the FCC Form 854R (Antenna Structure Registration) hereto as Exhibit "E". If so, Licensee acknowledges that Licensor's provision of said Form 854R (including the Facility's coordinates set forth therein, which are the results

of a survey by a licensed surveyor to at least, but potentially no more than, 2-C tolerances) in no way relieves Licensee of any independent responsibility it may have, as an FCC licensee under the FCC's regulations, or under the regulations of any other local, state or federal government entity, to generate the Facility's coordinates.

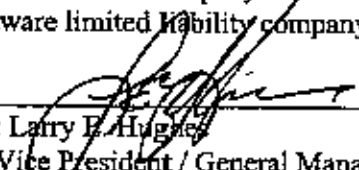
26. **Nondisclosure.** This Tower License shall remain confidential between the parties and each of them warrants to the other that they shall use their best efforts to prevent any officers, employees or agents from disclosing the terms and conditions of this Tower License, without first obtaining the written consent of the other party. Moreover, the parties agree that, without the express written consent of the other party, neither party shall reveal, disclose or promulgate to any third party the specific financial terms contained in this Tower License or any exhibit or addendum to it, except to such third party auditor, accountant or attorney, or to a governmental agency if required by regulation, subpoena or government order to do so, or as required by an agreement of purchase, merger or consolidation.

27. **Entire Agreement.** This Tower License, including any attached exhibits and riders, contains all of the agreements, conditions, understandings, representations and warranties made between the parties and may not be modified in any manner other than by an agreement in writing signed by both parties or their respective successors in interest.

28. **Counterparts.** This Tower License may be executed in one or more counterparts each of which will be deemed an original and all of which together will constitute one and the same instrument.

LICENSOR:

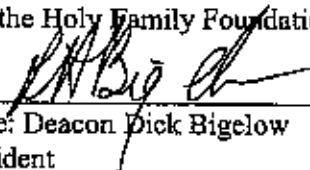
Crown Castle GT Company LLC
a Delaware limited liability company

By: 
Name: Larry E. Hughes
Title: Vice President / General Manager
Region: Texas / Oklahoma

Execution Date: 5-31-02

LICENSEE:

Media for the Holy Family Foundation, Inc.

By: 
Print Name: Deacon Dick Bigelow
Title: President

Execution Date: 5/28/02

NOTARIAL AFFIDAVIT

STATE OF TEXAS :

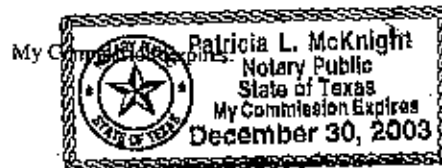
: SS:

COUNTY OF HARRIS :

I, Patricia L. McKnight, a Notary Public within and for the State of Texas, duly commissioned and acting, do hereby certify that on this 31st day of May, 2002, personally appeared before me Larry E. Hughes, to me personally known to be the person who signed the foregoing Tower License and who, being by me duly sworn and being informed of the contents of said Tower License, stated and acknowledged under oath that he/she is the Vice President / General Manager of Crown Castle GT Company LLC, a Delaware limited liability company, and, as such, is a duly certified individual who may enter into agreements on behalf of that entity. Moreover, he/she has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by himself/herself, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

Patricia L. McKnight
Notary Public



STATE OF TEXAS :

: SS:

COUNTY OF Harris :

I, LYNNE W. BIGELOW, a Notary Public within and for the State aforesaid, duly commissioned and acting, do hereby certify that on this 28th day of May, 2002, personally appeared before me Deacon Dick Bigelow of Media for the Holy Family Foundation, Inc., to me personally known to be the person who signed the foregoing Tower License and who, being by me duly sworn and being informed of the contents of said Tower License, stated and acknowledged under oath that he is the corporate officer/partner/sole proprietor of the said entity and duly certified to enter into agreements on behalf of that entity. Moreover, he has acknowledged that the entity has executed the same as its voluntary act and deed and was voluntarily executed by himself, on behalf of said entity, for the uses, purposes and consideration therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public the day and year above written.

Lynne W. Bigelow
Notary Public

My Commission Expires: 11-8-2003

