

## **PURCHASE AGREEMENT**

THIS AGREEMENT, entered into as of the 7<sup>th</sup> day of November, 2013 by and between Lina Maria, LLC, a California limited liability company ("Lina"), and Force Broadcasting, LLC, a California limited liability company ("Force") (Lina and Force are collectively called "Sellers"), and Centro Cristiano Vida Abundante, Inc., a California corporation ("Buyer");

### **W I T N E S S E T H:**

WHEREAS, Force is the owner, licensee and operator of AM broadcast station KLHC licensed to Bakersfield, California (herein called the "Station");

WHEREAS, Lina is the owner of certain real estate used as the transmitter site of the Station;

WHEREAS, Buyer desires to purchase from Sellers and Sellers desires to sell to Buyer, the business and assets of the Station and the Real Property, all subject to the consent by the Federal Communications Commission (herein called the "Commission") to the assignment by Force to Buyer of the licenses to operate the Station and upon the other terms and conditions hereinbelow set forth;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

### **ARTICLE I**

#### **AGREEMENT TO SELL AND PURCHASE ASSETS**

1.1 Upon the terms and subject to the conditions herein set forth, Sellers hereby agree to sell, transfer, assign and deliver to Buyer at the time and place of closing by such bills of sale, assignments and other documents as may reasonably be requested by counsel for Buyer, and Buyer hereby agrees to then and there purchase and accept delivery of, the following properties and assets of Sellers (the "Assets"):

(a) all licenses issued by the Commission for the operation of the Station, (the "Licenses") and all other transferable licenses, permits and authorizations held by Seller for use in the operation of the Station, including, without limitation, the licenses listed on Schedule 1.1(a) hereof,

(b) all tangible personal property of Seller used or held for use in the operation of the Station as of the Closing Date (as hereinafter defined), all trade names, trademarks and copyrights, if any, owned by Seller on the date hereof or on the Closing Date which are used in the operation of the Station, including the call letters KLHC;

(c) all Goodwill associated with the operation of the Station;

(d) the real property described on Schedule 1.1(c) hereof and the improvements thereon subject to the restrictions, easements, reservations, adverse uses and other matters described in such Schedule ("Real Property");

(e) all of Seller's right, title and interest on and after the Closing Date in, to and under the contracts and agreements relating to the operations of the Station to which Force is a party which are listed on Schedule 1.1(e) hereof or which are or have been approved by Buyer;

(f) all files, and logs of Seller relating to the Station, including, but not limited to, all records required to be maintained by the Commission but excluding Seller's accounting and corporate records.

1.2 It is understood and agreed that Sellers shall not sell to Buyer and that Buyer shall not purchase from Sellers any asset of Sellers other than those listed or described in paragraph 1.1, above, including without limitation all of Seller's cash, accounts receivable, and business, accounting and corporate records.

## **ARTICLE II**

### **PURCHASE PRICE FOR ASSETS, PAYMENT THEREOF AND SECURITY INTERESTS**

2.1 As payment in full for the Assets, Buyer hereby agrees to pay to Sellers, and Seller hereby agrees to accept, the sum of Six Hundred Thousand Dollars (\$600,000) which shall be paid to Sellers by Buyer as follows:

(a) At the time and place of closing Buyer shall pay to Sellers the sum of \$200,000 in immediately available funds;

(b) At the time and place of closing Buyer shall execute and deliver to Seller (i) Buyer's Secured Promissory Note in the form of that attached hereto as Schedule 2.1(b) providing for the payment of the balance of the purchase price with interest at a rate ( the "Applicable Rate in sixty monthly installments with each payment being applied first to interest and then to principal. The Applicable Rate shall be the prime rate of interest, as reported in the Wall Street Journal, on the last business day of the calendar quarter immediately preceding the due date of an installment, plus two hundred (200) basis points. Each monthly installment shall be in a an amount that will amortize the balance of principal at the then Applicable Rate in monthly installments over the remaining period ending on the fifth annual anniversary of the Closing Date.

2.2 At the time and place of closing, Buyer shall execute and deliver to Seller, (i) a Security Agreement in the form of that attached hereto as Schedule 2.2(i) together with supporting UCC forms, and (ii) a Deed of Trust in the form of that attached hereto as Schedule 2.2(ii).

2.3 Seller and Buyer agree that the purchase price will be allocated among the Assets as set forth in Schedule 2.3.

## **ARTICLE III**

### **ASSUMPTION OF LIABILITIES**

3.1 Buyer hereby agrees that at the time and place of closing it will assume and undertake to pay, satisfy or discharge the liabilities, obligations and commitments of Force which first accrue or are to be performed or satisfied after the Closing Date under the contracts and leases described in paragraph 1.1(d) above, which have been validly assigned to Buyer.

3.2 Sellers hereby agrees and acknowledges that Buyer will assume no liabilities, obligations and commitments of Seller other than those referred to in paragraph 3.1, above.

## **ARTICLE IV**

### **COOPERATION IN OBTAINING COMMISSION'S CONSENT TO ASSIGNMENT OF LICENSES**

4.1 Sellers and Buyer hereby agree that the assignment to Buyer of the Licenses is subject to the consent of the Commission. Following the execution of this Agreement, Buyer and Force shall proceed to file with the Commission as expeditiously as practicable, and in no event later than ten (10) days after the date of this Agreement, all requisite applications and other necessary instruments required to obtain such consent, and agree thereafter to prosecute said application or applications with all reasonable diligence and otherwise to cooperate with each other and to use their best efforts to obtain the requisite consent promptly and to carry out the provisions of this Agreement. Buyer and Force hereby agree to provide whatever additional information the Commission requests in processing said application or applications, and that such information will be furnished within the time established by the Commission in its request. Each of Force and Buyer shall pay all of its own expenses with respect to the preparation, filing and processing of the requisite applications to the Commission and shall pay one-half of the filing fee.

## **ARTICLE V**

### **TIME AND PLACE OF CLOSING**

5.1 Sellers and Buyer hereby agree that:

(a) The date of closing (the "Closing Date") for the consummation of this transaction shall be the earliest of (i) five (5) business days after the Commission's consent to the assignment by Seller to Buyer of the Licenses shall have become a Final Order (as hereinafter defined), or (ii) such date subsequent to the consent by the Commission to the assignment by Seller to Buyer of the Licenses as may be designated by Buyer by not less than thirty (30) business days advance written notice to Seller. The time of closing hereunder shall be 10:00 A.M. on the Closing Date.

(b) The place of closing shall be the studio of the Station, 4001 Union Avenue, Bakersfield, California 93305.

(c) For purposes of this Agreement, "Final Order" means a written action or order issued by the Commission consenting to the assignment of the Licenses from Seller to Buyer (i) which has not been reversed, stayed, enjoined, set aside, annulled or suspended and (ii) with respect to which (A) no requests have been filed for administrative or judicial review, reconsideration, appeal or stay and the periods provided by statute or Commission regulations for filing any such requests and for the Commission regulations for filing any such requests and for the Commission to set aside the action on its own motion have expired or (B) in the event of review, reconsideration or appeal, the period provided by statute or Commission regulation for further review, reconsideration or appeal has expired.

## **ARTICLE VI**

### **PRORATIONS**

6.1 (a) All expenses arising from the conduct of the business and operations of the Station will be prorated between Buyer and Sellers in accordance with generally accepted accounting principles as of 11:59 P.M. (Bakersfield time) on the day immediately preceding the Closing Date. Such prorations shall include, without limitation, real and personal property taxes, business and license fees, wages and salaries of any employees of Seller who are retained by Buyer (including accrued vacation pay), security deposits and utility expenses.

(b) Prorations under this paragraph 6.1 shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement within sixty (60) days after the Closing Date.

## **ARTICLE VII**

### **CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER**

The obligations of Buyer hereunder are each and all conditioned upon the happening of the following events or the existence of the following conditions at or during the respective times below indicated, namely:

7.1 Within 120 days after the date hereof, or a later date if mutually consented to in writing by Buyer and Sellers, the Commission shall have consented to the assignment by Seller to Buyer of the Licenses and on the Closing Date such consent shall be a final Order.

7.2 As of the Closing Date, no suit, action, claim or governmental proceeding shall have been instituted, taken, pending or threatened against Seller which might materially adversely affect the transaction contemplated hereby or the Assets or the business or operations of the Station.

7.3 On the Closing Date: (a) Force shall be the holder of the Licenses, (b) the Licenses will then be without condition or restriction which would limit the authority to conduct broadcast operations of the Station as set forth in the Licenses, and (d) no proceeding

shall then be pending or threatened which may result in revocation, cancellation, suspension or adverse modification of any of the Licenses or such required authority.

7.4 Within forty (40) days after the date hereof (a) any preliminary report of title obtained by Buyer during such period with respect to the Real Property shall not have disclosed any material restrictions, easements, reservations, adverse uses or other matters not described in Schedule 1.1(c), and (b) any Phase One environmental report obtained by Buyer with respect to the Real Property shall not have disclosed any material environmental problems.

7.5 The representations and warranties of Sellers set forth below will be true and correct in all material respects on the Closing Date as if made on and as of the Closing Date, Sellers will then have performed in all material respects all of the undertakings, agreements and covenants of Sellers to be performed by it hereunder on or prior to the Closing Date and Sellers shall have delivered to Buyer a certificate, dated the Closing Date, of its President, certifying that the conditions specified in this paragraph have been satisfied.

## **ARTICLE VIII**

### **CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER**

The obligations of Sellers hereunder are each and all conditioned upon the happening of the following events or the existence of the following conditions at or during the respective times below indicated, namely:

8.1 Within 120 days after the date hereof, or a later date if mutually consented to in writing by Buyer and Seller, the Commission shall have consented to the assignment by Force to Buyer of the Licenses.

8.2 (a) The representations and warranties of Buyer set forth below shall be true and correct in all material respects on the Closing Date as if made on and as of the Closing Date (b) Buyer will then have performed in all material respects all of the undertakings, agreements and covenants of Buyer to be performed hereunder on or prior to the Closing Date, and (c) Buyer shall have delivered to Sellers a certificate, dated the Closing Date, of its Chief Executive Officer or President certifying that the conditions specified in this paragraph have been satisfied.

## **ARTICLE IX**

### **WAIVER**

9.1 Sellers and Buyer hereby agree that Buyer may, in its discretion, waive, in whole or in part, at or prior to the time of closing, the failure of satisfaction of any of the conditions set forth in Article VII, above (other than the condition set forth in paragraph 7.1 regarding the Commission's consent to the assignment of the Licenses, but Buyer may waive the requirement that such consent become a Final Order) and that Seller may, in their discretion,

waive, in whole or in part, at or prior to the time of closing, the failure of satisfaction of any of the conditions set forth in Article VIII, above (other than the condition set forth in paragraph 8.1 regarding the Commission's consent to the assignment of the Licenses). Such waiver by Buyer or Sellers shall not be effective unless made in writing. In the event any of the conditions set forth in Article VII or VIII, above, are not satisfied at or during the respective times therein indicated and are not waived, as above provided, this Agreement shall terminate and be of no force or effect whatsoever; provided, however, that in the event the only condition or conditions not satisfied at the closing is or are unsatisfied by reason of the failure of Sellers to perform any of their material undertakings and commitments set forth in Articles I, III, IV or XII hereof, or the failure of Buyer to perform any of its material undertakings and commitments set forth in Articles II, III or IV hereof, the party not responsible for such failure or satisfaction of such condition or conditions shall be entitled to recover damages by reason of the breach by the other party of any of such undertakings and commitments of such party subject, however, in the case of Buyer, to the provisions of paragraph 16.4, below.

## **ARTICLE X**

### **CONTROL OF STATION**

10.1 Sellers and Buyer hereby agree that between the date hereof and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct, the operation of the Station, but that such operations shall be the sole responsibility and in the complete discretion of Force.

## **ARTICLE XI**

### **ADDITIONAL COVENANTS OF SELLERS**

Sellers hereby covenants with Buyer that:

11.1 Between the date hereof and the Closing Date, Sellers will not sell, lease or otherwise dispose of or commit to sell, lease or otherwise dispose of any of the Assets unless the same are replaced by assets of equal or better quality and usefulness, and will maintain inventories of supplies and spare parts consistent with its past practices.

11.2 At the time and place of closing, Sellers will deliver to Buyer originals of all program, operations, transmissions or maintenance logs and all other records required to be maintained by the Commission with respect to the Station, including the Station's public file, all of which shall be complete in all material respects as required by the rules of the Commission.

11.3 From the date hereof to the Closing Date, Sellers will not create, assume or consent to any lien or other impairment of title with respect to the Assets other than liens for property taxes not yet due and payable.

11.4                    Until the Closing Date, Sellers will maintain in effect insurance coverage of the same types and amounts as that now in effect with respect to any of the Assets.

11.5                    Until the Closing, Sellers will give Buyer and its officers, employees and representatives reasonable access during normal business hours to the facilities of the Station and to such records as Sellers may have relating to the condition of the Assets and engineering matters relating to the Station's broadcast operations.

## **ARTICLE XII**

### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Sellers hereby represents and warrants to Buyer as follows:

12.1                    Each of Sellers is and on the Closing Date will be a limited liability company duly organized, validly existing and in good standing under the laws of the State of California and qualified to do business in the State of California. Sellers have and on the Closing Date will have full power and authority to execute, deliver and perform this Agreement and Sellers have taken all necessary action necessary to authorize the execution, delivery and performance of this Agreement.

12.2                    The execution, delivery and consummation of this Agreement is not prohibited by, and will not conflict with, constitute grounds for termination of, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, (a) the operating agreements of Sellers, (b) any agreement or instrument to which either of Sellers is now a party or to which either of Sellers or any of the Assets is otherwise subject, or (c) any law, rule or regulation applicable to Sellers or the Assets.

12.3                    On the Closing Date Sellers will have good and marketable title to all the assets, free and clear of all liens and encumbrances other than liens for property taxes not yet due and payable and the restrictions, easements, reservations, adverse uses and other matters described in Schedule 1.1(b).

12.4                    On the Closing Date all facilities and equipment utilized in connection with the operation of the Station will be operated in all material respects in accordance with the engineering standards of the Commission and the authorizations from the Commission and in accordance with the Communications Act of 1934, as amended, and the regulations promulgated by the Commission there under.

13.5                    Force is the holder of the Licenses. The Licenses constitute all of the licenses and authorizations required for and/or used in the operation of the Station as now operated, and are in full force and effect and unimpaired by any act or omission of Force, or its officers, members, employees or agents. There is not now pending, or to the knowledge of Sellers threatened, any action by or before the Commission to revoke, cancel, rescind, modify or refuse to renew in the ordinary course any of the FCC Licenses, or any investigation, Order to

Show Cause, Notice of Violation, Notice of Apparent Liability or of Forfeiture, or material complaint against Seller. All material reports, forms, and statements required to be filed by Force with the FCC with respect to the Station have been filed and are complete and accurate in all material respects.

13.6           The tangible property included in the Assets are in good operating condition and repair, reasonable wear and tear in ordinary usage excepted; are adequate, fit and suitable for the particular purposes for which they are presently used; are performing satisfactorily and are available for immediate use in the conduct of the business and operations of the Station.

13.7           No judgment is issued or outstanding against either of Sellers nor is any judgment issued or outstanding against either of Seller's members or the Station's employees with respect to the operation of the Station. Except for matters affecting the broadcasting industry generally no actual or notified litigation, action, suit, judgment, proceeding or investigation is pending before any forum, court, or governmental body, department or agency of any kind to which either of Seller, or the Station is a party, that (a) might reasonably result in a material adverse change in the business, prospects or condition of the Station or the Assets; (b) has the stated purpose or the probable effect of enjoining or preventing the consummation of this Agreement or the transactions contemplated hereby or to recover material damages by reason thereof.

13.8           No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, against either of Sellers or any of its assets or properties is pending or, to the knowledge of Seller, threatened. In the event of the commencement of any such proceeding against either of Sellers, Sellers shall use its reasonable best efforts to accomplish removal or dismissal thereof within ninety (90) days.

,       13.9           Neither of Sellers is a party to any contract, agreement or other instrument or condition which materially restricts limits or in any manner materially adversely affects the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the transactions contemplated hereby by Sellers do not: (a) violate any provision of law applicable to Sellers (subject to the receipt of the FCC's consent), or conflict with, result in the termination or breach of any term, condition or provision of, or constitute a material default under, the Operating Agreement of either of Sellers, or of any contract, lease agreement or other instrument or condition by which Seller is bound or to which the property or assets of the Station or Sellers are subject, or result in the creation of any lien, charge, claim, pledge, security interest, or encumbrance whatsoever upon the property or assets of the Station, (b) cause or result in the advancement or acceleration of maturity of any liability of the Station, or the alteration or modification to the detriment of Buyer of the terms, conditions or provisions of any contract, lease agreement or other instrument or condition by which either of Sellers is bound, or to which any of the property or assets of the Station are subject, (c) either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any



agreement, instrument, license or permit individually or in the aggregate material to the transaction contemplated hereby and to which either of Sellers is now subject.

13.10 Lina has good and marketable fee simple title, insurable at standard ALTA rates (with exceptions as are usual and customary for ALTA 9 title insurance in the State of California), in and to the real property included in the Assets, free and clear of all liens, charges, security interests, claims, obligations and encumbrances whatsoever except for restrictions, easements of record and other agreements affecting such real property listed and described in Schedule 1.1(c) and for liens for taxes not yet due and payable.

13.11 Except as consistent with applicable Environmental Laws (a) to the best of Sellers' knowledge, no Hazardous Substances are present on or below the surface of the Real Property; (b) to the best of Sellers' knowledge, the Real Property has not previously been used for the manufacture, refining, treatment, storage, or disposal of any Hazardous Substances; (c) to the best of Sellers' knowledge, no Hazardous Substances are emitted or discharged in excess of amounts permitted by the Environmental Laws from the real property included in the Assets directly or indirectly, into the atmosphere or any body of water;

13.12 Neither of Sellers is a "foreign person" as defined in Section 1445(f)(3) of the Internal Revenue Code. On the Closing Date, Sellers will deliver to Buyer an affidavit to that effect, verified as true and sworn to under penalty of perjury by duly-authorized officers of Sellers, containing the information required by Section 1445 of the Internal Revenue Code. Buyer shall have the right to furnish copies of the affidavit to the Internal Revenue Service.

13.13 At Closing, Sellers shall convey to Buyer the Assets free and clear of all liens, pledges, collateral assignments, security interests, leases, easements, covenants, restrictions and encumbrances or other defects of title except: (i) the lien of any personal property taxes or other taxes that will not become due until after the Closing Date and that will be prorated between Sellers and Buyer; and (ii) easements and other rights or restrictions of record specified in Schedule 1.1(c)

## **ARTICLE XIII**

### **REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer hereby represents and warrants to Sellers as follows:

13.1 Buyer is duly organized, validly existing and in good standing under the laws of its state of incorporation; it has the full corporate power and authority to execute, deliver and perform this Agreement; it has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement; and the execution, delivery and performance of this Agreement by Buyer does not and will not contravene or violate or constitute a default under its articles of incorporation or bylaws or any agreement to which it is a party.

13.2                   Buyer knows of no reason why it should not be found by the Commission to be qualified under the Communications Act of 1934, as amended, and the Commission's rules and regulations to become licensee of the Station.

## **ARTICLE XIV**

### **RISK OF LOSS**

14.1                   Sellers and Buyer hereby agree that the risk of any loss or damage to any of the Assets shall be on Seller at all times prior to the Closing Date. In the event of any such loss or damage to any of the Assets, Sellers shall use their best efforts to repair, replace or restore the same as soon as possible. If any lost or damaged assets shall not have been repaired, replaced or restored by the Closing Date, Buyer shall, by written notice to Sellers, elect to (a) postpone the closing for a period of not more than thirty (30) days to permit Sellers an opportunity to repair, replace or restore the lost or damaged assets, (b) terminate this Agreement, if and only if such loss or damage cannot be repaired, restored or replaced within such thirty (30) day period, in which event this Agreement shall be null and void or (c) proceed with the closing in which latter event Buyer shall take such assets in their condition on the Closing Date and Sellers shall pay or assign to Buyer all insurance proceeds paid or payable to Seller as a result of such loss or damage to the extent such proceeds exceed the aggregate amount theretofore expended by Seller in repair, replacement or restoration of lost or damaged assets.

## **ARTICLE XV**

### **INDEMNIFICATION**

15.1                   Sellers hereby agrees to indemnify and hold Buyer harmless from and against any and all losses, damages and expenses (including, without limitation, reasonable attorneys' fees) resulting from or arising out of (a) the ownership or management of the Assets on or before the Closing Date, (b) the breach of any of the representations or warranties of Sellers set forth in this Agreement, (c) any default by Sellers of any covenant or agreement made under this Agreement and (d) any liability of Sellers not assumed by Buyer hereunder.

15.2                   Buyer hereby agrees to indemnify and hold Sellers harmless from and against any and all losses, damages and expenses (including, without limitation, reasonable attorneys' fees) resulting from or arising out of (a) the ownership or management of the Assets after the Closing Date, (b) the conduct of the business and operations of the Station after the Closing Date or (c) the breach of any of the agreements, representations or warranties of Buyer set forth in this Agreement.

15.3                   The representations and warranties in this Agreement shall survive the Closing Date for a period of one year from the Closing Date whereupon they shall expire except to the extent that a written claim with specificity has theretofore been made by a party regarding any representation or warranty of the other.

15.4 Notwithstanding the foregoing or anything herein to the contrary, after the Closing Seller shall have no liability to Buyer under clause (b) of Section 16.1 except to the extent that the aggregate damages exceed \$25,000.

16.5 The parties acknowledge that the Assets are of a unique type and character and a remedy in the event of default by Sellers is impossible to determine monetarily. As a result, the parties agree that upon a default by either of Sellers, Buyer may, *inter alia*, seek as a remedy specific performance of this Agreement.

## ARTICLE XVII

### MISCELLANEOUS

17.1 Sellers on the one hand and Buyer on the other shall each pay one-half of all transfer taxes, recording and filing fees with respect to the transfer of the Assets.

17.2 After the Closing Date, each party, at the request of the other and without additional consideration, shall execute and deliver or cause to be executed and delivered from time to time such further instruments of conveyance and transfer and shall take such other action as the other may require to convey and deliver the Assets to Buyer, to perfect Buyer's title thereto and to accomplish the orderly transfer of the Assets and the business of the Station to Buyer in the manner contemplated by this Agreement.

17.3 Except as otherwise specifically set forth in this Agreement, Seller and Buyer shall each bear their own expenses which they incur in connection with the execution and performance of this Agreement.

17.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither party may assign this Agreement without the prior written consent of the other.

17.5 Any notice or other communication required or permitted to be given by any party hereto to any other party hereto shall be in writing and delivered in person or mailed by prepaid registered or certified mail, addressed, or sent by reliable overnight delivery service to:

If to Sellers, to: Cordell J Overgaard  
Force Broadcasting, LLC  
11310 E. Arabian Park Drive  
Scottsdale, Arizona 85259

With a copy to: Harold W. Gore  
Force Broadcasting, LLC

1650 Sugarloaf Club Drive  
Duluth, GA 30097

If to Buyer, to: Centro Cristiano Vida Abundante, Inc.  
121 W. Alvin  
Santa Maria, CA 93458

With a copy to:

or to such other address for such party as may be designated by it by notice to the other pursuant hereto. A notice shall be deemed delivered when delivered personally or, if given by mail as aforesaid, four (4) business days after the time and date the same is postmarked, or if sent by overnight delivery service, one business day after delivery to such service with charges prepaid for overnight delivery.

17.6 This Agreement constitutes the entire agreements between the parties hereto with respect to the subject matter hereof and, except as herein set forth, there are no warranties, express or implied, by any party hereto to the other.

17.7 This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

17.8 This Agreement may not be amended or modified in any respect except by a writing executed by the parties hereto. Any failure by either party to comply with any of its obligations, agreements, covenants or indemnities contained in this Agreement may be waived in writing, but not in any other manner, by the party against which enforcement of the waiver is sought.

17.9 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

17.10 The descriptive headings of the several Articles of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Force Broadcasting, LLC

By: Harold W. Jones  
its CEO

Centro Cristiano Vida Abundante, Inc

By: [Signature]  
its PRESIDENT

Lina Maria LLC

By: Joell W. Jones  
its CEO

**Schedule 1.1(a)**