

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, DC 20554

<hr/>)	
In the Matter of Paul IZard Communications, LLC)	
)	File No. 0000189367
Cancellation of License)	
WGWE, Little Valley, NY (Fac. Id. 166028))	
<hr/>)	

**PETITION FOR RECONSIDERATION OF VOLUNTARY LICENSE
CANCELLATION, REQUEST FOR REINSTATEMENT OF LICENSE AND LICENSE
RENEWAL APPLICATION, AND REQUEST FOR AUTHORITY TO RESUME
BROADCAST OPERATIONS**

Pursuant to 47 C.F.R. §1.106, Paul IZard Communications, LLC (“Petitioner”) hereby petitions the Commission to reconsider the cancellation of license BLH-20100301ACS (the “License”) for commercial FM radio station WGWE, Little Valley, New York (the “Station”) and reinstate the License so that the Station can resume operations, be sold and continue serving the public with a different owner.

Factual Summary

On April 14, 2022, Petitioner electronically filed a request for cancellation of WGWE’s license after becoming overwhelmed by equipment and operational issues in the aftermath of acquiring the station from a third party.¹ The FCC cancelled the license in its systems on the same day, issuing a public notice of the cancellation on April 18, 2022.² In the days following, the CEO of an established broadcaster contacted Petitioner interested in purchasing WGWE if the station license could be reinstated and renewed. After reflection, Petitioner’s owner concluded that the

¹ LMS File # 0000189367. See Exhibit A, Statement of Petitioner.

² REPORT NO. PN-2-220418-01 | PUBLISH DATE: 04/18/2022

decision to cancel the license was uninformed and premature given the alternative of new ownership and the benefits of preserving the only local transmission service in Little Valley, New York and retaining an additional listening choice in the station's market.

Petitioner now seeks reconsideration of its voluntary cancellation decision, reinstatement of the License, return of the license renewal application³ to "pending" status, and authority to resume on-air operations so that an application for assignment of license can be filed, processed and granted.

Legal Support

The Petition is Timely

This petition is timely filed under 47 CFR §1.106(f) within thirty (30) days of the FCC's April 18, 2022 public notice announcing the License cancellation.⁴

Grant of the Petition and Reinstatement of the License Comports with FCC Policy

Section 1.106(c)(2) authorizes the Bureau to grant a petition for reconsideration when it determines that consideration of the facts or arguments relied on is required in the public interest. The statement of Petitioner's sole member/owner attached hereto as Exhibit A provides ample facts and arguments that reinstatement of the License is in the public interest.

Furthermore, WGWE is Little Valley, New York's only local radio station. In weighing the fair, efficient and equitable distribution of radio service among the several states and communities under Section 307(b) of the Communications Act,⁵ the FCC prioritizes as 3rd most favored any proposal that would serve as a community's only local radio station, also known as a "first local transmission service."⁶ By reinstating the WGWE license, the FCC would preserve

³ LMS File # 0000182982.

⁴ REPORT NO. PN-2-220418-01 | PUBLISH DATE: 04/18/2022. See Section 1.106(f).

⁵ 47 U.S.C. § 307(b).

⁶ See Revision of AM Assignment Policies and Procedures, 2nd R&O, 90 FCC 2nd 88, 91-92 (1982).

Little Valley's only local radio station,⁷ which the community relies upon as a source of programming and information. The citizens of Little Valley would be the ultimate beneficiaries of the License reinstatement.

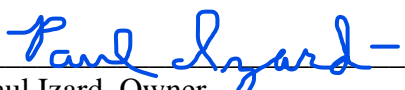
The party interested in purchasing the Station presented Petitioner with a purchase agreement, which has now been executed and is attached hereto as Exhibit B. Upon reinstatement of the License, the parties will prepare and file an application requesting FCC approval to assign the License, subject to its renewal. Petitioner also seeks authority to resume station operations, and if necessary due to any transmitter issues that remain, will file for special temporary authority to resume operations at reduced parameters.

Conclusion

For the foregoing reasons, Petitioner respectfully requests that the Commission reconsider the cancellation of and reinstate the License, return the renewal application to pending status, and authorize the resumption of station operations.

Respectfully submitted:

Paul IZard Communications, LLC


Paul IZard, Owner

Dated: May 13, 2022

⁷ According to LMS search for any broadcast facilities assigned to Little Valley, NY conducted May 12, 2022; <https://enterpriseefiling.fcc.gov/dataentry/public/tv/publicFacilitySearchResults.html>.

Exhibit A – Petitioner’s Statement


Declaration Under Penalty of Perjury

I, Paul Izard, hereby declare under penalty of perjury under the laws of the United States of America that the following is true and correct:

1. I am the sole member and owner of Paul Izard Communications, LLC, licensee of WGWE, Little Valley, NY (FID 166028). My company acquired the station from Seneca Broadcasting, LLC on December 23, 2021. At the time of acquisition, WGWE was silent pursuant to FCC authority and had been silent since April 1, 2021.
2. In the weeks following the acquisition, I learned that serious defects in the WGWE transmitter sold to me rendered it inoperable without costly repairs. Before WGWE resumed operations, I timely filed the station's license renewal application on January 31, 2022 (LMS0000182982), but inadvertently answered "yes" to the on-air certification question. On February 2, 2022, I amended the renewal application to note that the station was still off the air but that efforts were being made to restore operations. I was completely unfamiliar with radio broadcast equipment but eventually retained assistance to repair the transmitter and upgrade wireless technology at the transmitter site. WGWE resumed operations and I filed a resumption notice with the FCC on February 27, 2022 (LMS20220227AAA), interrupting the station's silent status that had begun on April 1, 2021 by the prior licensee. As the electric usage on the electric bill attached hereto indicates, WGWE remained on the air during the billing period ended March 20, 2022. The broadcast of programming over the air continued uninterrupted until my decision to voluntarily cancel and return the WGWE license on April 14, 2022 (LMS0000189367).
3. As a first-time broadcast station owner, I became confused and frustrated about the serious equipment issues and repair/maintenance costs. I also later discovered that the tower lease has an escalation clause that causes the rent to almost double. Without reliable assistance and facing uncertainty, I made a hasty and uninformed decision to just turn in the WGWE license and get out of broadcasting. I did not think at the time that selling the station was viable given the equipment issues and lease expenses. I failed to consider how the public would benefit from having another listening choice with WGWE.
4. In the days following my voluntary cancellation of the WGWE license, Richard Snively, Jr. contacted me about the station, indicating that his non-profit organization Family Life Ministries, Inc., was interested in acquiring WGWE from me if the license could be reinstated, the station was authorized to return to on-air operations, the license renewal application was granted, and the FCC consented to assigning the license to Family Life after we filed an assignment application. Around that time, I became aware that the WGWE transmitter site lease (which had not formally been transferred to my company at the closing but will be) has 28 months remaining on it and therefore the obligations on the lease did not end with the cancellation of the WGWE license. I agreed to explore the possibility of a sale to Family Life, signing a letter of intent on April 29, 2022. After brief negotiation and agreement on a purchase price of \$1.00 plus the expenses to get the WGWE license reinstated and renewed, I signed an asset purchase agreement with Family Life on May 13, 2022.

My company has or will have continued lease rights at the transmitter site, and it therefore remains possible, subject to FCC authority, to return the station to on-air operations at that site, at temporary reduced power if necessary due to the transmitter issues. I am prepared to do so as soon as the FCC authorizes a resumption of operations. I am also prepared to respond to any inquiries related to renewal of the WGWE license.

5. Had I been better informed and less overwhelmed as a first-time broadcaster, I would not have voluntarily cancelled the license but would have found a way to sell the station or continue operating it for the benefit of the public. My decision to sell WGWE to an experienced broadcaster like Family Life for nearly nothing is intended to correct my mistaken decision and restore an aural programming option in the station's market so that the public has additional listening options.



Paul Izard

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address		Account Number	
PAUL IZARD COMMUNICATIONS LLC		5302 FOURTH ST EXT SB		5-2485-01	
From	Service Dates To	Number of Days	Account Status	Bill Print Date	Pay On or Before
02/20/2022	03/20/2022	28	ACTIVE	04/01/2022	04/20/2022

PREVIOUS BALANCE 154.83
 PAYMENTS 154.83-

-----CURRENT----- -----PREVIOUS-----
 DATE READING DATE READING
 03/20/2022 47570 02/20/ 2022 40708
 1.9747

USAGE
 6862 ELECTRIC 321.83
 19 DEMAND METER 81.95
 PPAC @ 0.0374 257.00
 SALES TAX 52.87

CURRENT BILL \$713.65

AMOUNT DUE \$713.65
 AMOUNT DUE AFTER 04/20/2022 \$724.35

SCHEDULED POWER OUTAGES FOR SAT. MAY 21, 2022 AND
 SAT. JUNE 18, 2022 FROM 7:30 AM TO 3:30 PM
 RAIN DATES WILL BE 5/22/22 AND 6/19/22
 WWW.VILLAGEOFLLITTLEVALLEY.ORG FOR ONLINE PYMT OPTION

**NOTICE: FAILURE TO RECEIVE BILL DOES NOT EXEMPT CUSTOMER FROM PENALTY.
 ALL BILLS DUE UPON RECEIPT. A 1.5% PENALTY WILL BE ADDED IF PAID AFTER THE DUE ON OR BEFORE DATE.**

Online Payment Options Available
 See our website for the link.
www.villageoflittlevalley.org

Village of Little Valley
 103 Rock City Street
 Little Valley, NY 14755

Exhibit B – Purchase Agreement

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is dated as of May 13, 2022, by and among Paul IZard Communications, LLC, a New York limited liability company (“**Seller**”), and Family Life Ministries, Inc., a New York non-profit corporation (“**Buyer**”).

RECITALS

WHEREAS, Seller, subject to the reinstatement thereof as contemplated herein, holds the license bearing file number BLH-20100301ACS (the “**FCC License**”) issued by the United States Federal Communications Commission (the “**FCC**”) to Seller for the operation of commercial station WGWE, Little Valley, New York, (Fac. Id. 166028) (the “**Station**”), and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the FCC License and certain associated equipment and transmitter site license rights for the price and on the terms and conditions set forth in this Agreement.

AGREEMENTS

In consideration of the above recitals, the following covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller, intending to be legally bound, agree as follows:

SECTION 1. PURCHASE AND SALE; PRICE AND ASSUMPTION

1.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, upon the consummation of the purchase and sale (the “**Closing**”), Seller shall sell, transfer, assign, and deliver to Buyer on the date of the Closing (the “**Closing Date**”), and Buyer shall, subject to the Reinstatement (as defined herein), purchase and acquire from Seller, free and clear of all liabilities, debts, liens and encumbrances of any nature, all of Seller’s right, title, and interest in and to the FCC License, associated call letters, transmitter site license rights and certain equipment necessary for operation of the Station, and any books and records that relate solely to the FCC License, all as identified on Schedule 1.1 attached hereto (collectively, the “**Assets**”).

1.2 Purchase Price. The purchase price for the Assets shall be One Dollar (\$1.00) plus any fees and expenses associated with the reinstatement of the FCC license, grant of the renewal application, and assignment of the FCC License (the “**Purchase Price**”).

1.3 Assumption. As of the Closing Date, Buyer shall assume and undertake to pay, discharge, and perform the obligations and liabilities of Seller for the Assets insofar as they relate to the time on and after the Closing Date. Buyer shall not assume any other obligations or liabilities of Seller or the Station, and Seller shall remain liable for and pay and discharge such other obligations or liabilities.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the enforceability of this Agreement may be affected or limited by bankruptcy, insolvency, or similar laws affecting or limiting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

2.2 No Conflicts. Subject to obtaining the FCC Consent, the execution, delivery, and performance by Seller of this Agreement will not conflict with (i) any law, judgment, order, or ruling of any court or governmental authority applicable to Seller or (ii) the terms of any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound. There is no claim, legal action, or other legal, administrative, or tax proceeding, nor any order, decree, or judgment, in progress or pending, or to Seller's knowledge, threatened, against or relating to the Station or Seller with respect to the Station.

2.3 FCC License. Seller voluntarily cancelled and returned the FCC License in April 2022, resulting in the dismissal of its pending license renewal application LMS0000182982 (the "**Renewal Application**") and has filed a petition for reconsideration of that decision requesting that the FCC reinstate the FCC License (the "**Reinstatement**"). If reinstated and renewed, the FCC License will be in full force and effect, with no materially adverse conditions or restrictions. No modification of the FCC License is pending or required to enable continued operations at the Station's current site.

2.4 Other Assets. The Station equipment set forth on Schedule 1.1 is being sold in "as is, where is" condition. To Seller's knowledge, the transmitter site license agreement identified on Schedule 1.1 remains legally valid and has not been terminated or cancelled.

2.5 Brokers. Seller has not engaged any agent, broker, or other person acting pursuant to Seller's authority which is or may be entitled to a commission or broker or finder's fee in connection with the transaction contemplated by this Agreement or otherwise with respect to the sale of the Assets to Buyer.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

3.2 No Conflicts. Subject to obtaining the FCC Consent, the execution, delivery, and performance by Buyer of this Agreement will not require the consent or approval of any governmental or regulatory authority or third party and will not conflict with (i) any law, judgment, order, or ruling of any court or governmental authority applicable to Buyer or (ii) the terms of any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound.

3.3 FCC Qualifications. Buyer is, and as of the Closing will be, legally, financially, and otherwise qualified under FCC rules, regulations, and policies to acquire, hold and be the FCC licensee of the Station.

3.4 Brokers. Buyer has not engaged any agent, broker, or other person acting pursuant to Buyer's authority which is or may be entitled to a commission or broker or finder's fee in connection with the transaction contemplated by this Agreement or otherwise with respect to the purchase of the Assets from Seller.

SECTION 4. COVENANTS PRIOR TO CLOSING

From the date hereof until the Closing:

4.1 FCC Communications. Seller shall promptly provide copies of any Seller written communications with or from FCC staff, including all filings and submissions for the Reinstatement, as well as summaries of any verbal communications with FCC staff, regarding the Station.

4.2 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement shall be confidential and shall not be used or disclosed except as reasonably necessary for purposes of consummating the transaction contemplated by this Agreement.

4.3 Control. Consistent with the Communications Act of 1934, as amended and the FCC rules and regulations, control, supervision and direction of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC License, and Buyer shall not, directly or indirectly, control, supervise or direct the Station prior to Closing.

4.4 Reinstatement. Seller shall diligently prosecute (a) the petition for reconsideration to reinstate the License and the Renewal Application and return the Station to on-air operations, and (b) the Renewal Application to obtain a grant thereof for a full license term with no conditions materially adverse to Buyer.

SECTION 5. FCC CONSENT

5.1 Application. The assignment of the FCC License from Seller to Buyer shall be subject to the prior initial grant of FCC consent (the "**FCC Consent**"). Seller and Buyer shall prepare and file an application for the FCC Consent (the "**Assignment Application**") within three (3) business days following the Reinstatement of the License. The parties shall prosecute the Assignment Application with all reasonable diligence and otherwise use their reasonable efforts to obtain a grant of the Assignment Application as expeditiously as practicable. Buyer shall pay the filing fee required for the Assignment Application. If the Closing does not occur within the effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 8, the parties shall jointly request an extension of the effective period of the FCC Consent. Buyer and Seller each shall oppose any petitions to deny or other objections filed against the Assignment Application to the extent such petition or objection relates to such party. No extension of the FCC Consent shall limit the exercise by either party of its rights under Section 8.

SECTION 6. CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER AT CLOSING

6.1 Conditions to Obligations of Buyer. Unless waived by Buyer in writing, all obligations of Buyer at the Closing are subject to the fulfillment by Seller prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Seller shall have performed and complied with in all material respects all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller prior to or on the Closing Date.

(c) FCC Consent; License Reinstatement; License Renewal. The License shall have been reinstated and the FCC Consent and Renewal Application shall have each been granted and be in full force and effect without the imposition on Buyer of any material conditions.

(d) Deliveries. Seller shall stand ready to deliver to Buyer on the Closing Date duly executed assignment agreements pursuant to which Seller shall convey to Buyer Assets in accordance with the terms of this Agreement and such other certificates and similar documents requested by Buyer that are reasonably required to evidence and confirm Seller's performance of its obligations under, and the sale and transfer of the Assets in accordance with, this Agreement, including without limitation, a bill of sale, an assignment of FCC Licenses and call letters, and an assignment of the Station transmitter site license agreement. Seller shall facilitate and Buyer shall be responsible for any expenses associated with the assignment of the Station transmitter site license agreement or obtaining the approval therefor.

(e) No Order. There shall be no order, decree, or judgment of any court, arbitrator, agency, or governmental authority that enjoins the sale of the Station or Assets to Buyer.

6.2 Conditions to Obligations of Seller. Unless waived in writing by Seller, all obligations of Seller at the Closing are subject to the fulfillment by Buyer prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Buyer shall have performed and complied with in all material respects all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date.

(c) FCC Consent. The License shall have been reinstated and the FCC Consent shall have been granted.

(d) Deliveries. Buyer shall pay the Purchase Price to Seller at Closing and stand ready to deliver to Seller on the Closing Date a duly executed certificates and similar documents

requested by Seller that are reasonably required to evidence and confirm Buyer's performance of its obligations under this Agreement.

(e) No Order. There shall be no order, decree, or judgment of any court, arbitrator, agency or governmental authority that enjoins the sale of the Assets to Buyer.

SECTION 7. CLOSING

Subject to the satisfaction or waiver of the conditions of Closing set forth in Sections 6.1 and 6.2, the Closing shall take place on a mutually agreeable date not later than 5 business days after the FCC Consent is granted. The Closing shall be held by the execution and delivery of the documents contemplated hereby by mail, facsimile or electronic transmission in PDF format.

SECTION 8. TERMINATION

8.1 Termination by Seller. This Agreement may be terminated by Seller prior to Closing and the purchase and sale of the Assets abandoned, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Seller that would prevent or make unlawful the Closing.

(b) Conditions. If, on the date that would otherwise be the Closing Date, Seller is not in material breach of any of its representations, warranties, or covenants hereunder and any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied by Buyer or waived in writing by Seller.

(c) Breach. Without limiting Seller's rights under any other clause hereof, if Seller is not in material breach of any of its representations, warranties, or covenants hereunder and Buyer has failed to cure any material breach of any of its representations, warranties, or covenants under this Agreement within ten (10) days after Buyer has received written notice of such breach from Seller.

(d) Reinstatement; Upset Date. If the License is not reinstated or the Closing shall not have occurred by December 31, 2022 (the "**Upset Date**").

8.2 Termination by Buyer. This Agreement may be terminated by Buyer prior to Closing and the purchase and sale of the Assets abandoned, upon written notice to Seller, upon the occurrence of any of the following:

(a) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Buyer, that would prevent or make unlawful the Closing.

(b) Conditions. If, on the date that would otherwise be the Closing Date, Buyer is not in material breach of any of its representations, warranties, or covenants hereunder and any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied by Seller or waived in writing by Buyer.

(c) Breach. Without limiting Buyer's rights under any other clause hereof, if Buyer is not in material breach of any of its representations, warranties, or covenants hereunder and Seller has failed to cure any material breach of any of its representations, warranties, or covenants under this Agreement within ten (10) days after Seller has received written notice of such breach from Buyer.

(d) Reinstatement; Renewal; Upset Date. If the License is not reinstated and renewed or the Closing shall not have occurred by the Upset Date.

8.3 Rights on Termination. If this Agreement is terminated pursuant to Section 8.1 or 8.2, except in the event of a termination for material breach, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets. Notwithstanding anything to the contrary herein, in no event shall either party be permitted to terminate this Agreement after the Closing. The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything to the contrary herein, Section 4.3 (Confidentiality) and Section 9.2 (Fees and Expenses) shall survive any termination of this Agreement.

8.4 Specific Performance. If either party breaches this Agreement, monetary damages alone would not be adequate to compensate the other party for its injury. Each party shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If any action is brought to enforce this Agreement, the parties shall waive the defense that there is an adequate remedy at law.

SECTION 9. MISCELLANEOUS.

9.1 Representations and Warranties. All representations and warranties in this Agreement shall be continuing representations and warranties and shall survive the Closing for a period of one year, and any claim for a breach of a representation or warranty must be brought prior to the expiration of such one-year period. The covenants and agreements in this Agreement to be performed after the Closing shall survive the Closing until fully performed.

9.2 Fees and Expenses. Buyer shall be responsible for fees and expenses related to this transaction as set forth in Section 1.2 hereof. Other expenses shall be the responsibility of the party incurring the expense.

9.3 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial overnight delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the overnight delivery service or on the return receipt, and (d) addressed as follows:

Seller: Paul IZard Communications, LLC
118 Weyand Avenue
Buffalo, NY 14210
billysheppard14210@gmail.com

Buyer: Family Life Ministries, Inc.
7634 Campbell Creek Road
PO Box 506

Bath, NY 14810
ricksnavely@familylife.org

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 9.3.

9.4 Entire Agreement; Amendment. This Agreement, the schedules hereto and all documents and certificates to be delivered pursuant hereto collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement may be modified only by an agreement in writing executed by the parties. No waiver of compliance with any provision of this Agreement shall be effective unless evidenced by an instrument evidenced in writing and signed by the party consenting to such waiver.

9.5 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or electronic transmission in PDF format) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each party hereto shall have delivered to it this Agreement duly executed by the other party hereto.


9.6 Governing Law; Venue. This Agreement shall be construed in a manner consistent with federal law and otherwise under and in accordance with the laws of the State of New York, without giving effect to the principles of conflicts of law. The parties unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the U.S. federal and state courts of competent jurisdiction located within the State of New York and any applicable appellate court therein, for the resolution of any such claim or dispute.

9.7 Benefit and Binding Effect; Assignability. This Agreement shall inure to the benefit of and be binding upon Seller, Buyer and their respective heirs, successors, and permitted assigns. Neither Buyer nor Seller may assign this Agreement without the prior written consent of the other.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement as of the day and year first above written.

PAUL IZARD COMMUNICATIONS, LLC



Name: Paul Izard
Title: Owner

FAMILY LIFE MINISTRIES, INC.

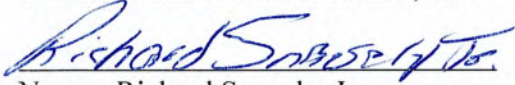
Name: Richard Snavely, Jr.
Title: CEO

IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement as of the day and year first above written.

PAUL IZARD COMMUNICATIONS, LLC

Name: Paul Izard
Title: Owner

FAMILY LIFE MINISTRIES, INC.


Name: Richard Snavely, Jr.
Title: CEO

SCHEDULE 1.1 – FCC Licenses | Station Equipment | Site License Agreement

FCC License

<i>Call Letters/Cnty</i>	<i>FCC File Number</i>	<i>Expiration Date</i>
WGWE, Little Valley, NY	BLH-20100301ACS*	6/1/2022

**Subject to Reinstatement and Renewal; includes any pending or granted STA requests, modification applications, issued permits, or auxiliary licenses at the time of Closing.*

Equipment

- 2 mic arms & stands
- 3 EV RE 20 mics
- 1 ARC-8 Arrakis console
- 1 Numark CD console
- 1 AudioArts Distribution Amplifier
- 1 Airtools Voice Processor
- 1 Telos phone hybrid (HX1)
- 1 A.R.T. Studio Amplifier
- 2 JBL studio monitors
- 1 analog telephone
- Assorted office equipment including stools
- Assorted cords and connectors
- 1 Sage Digital ENDEC (EAS)
- 1 Comrex rack units for Studio-Transmitter-Link and remote broadcasts
- 1 T1 router
- 2 PCs / Monitors/Keyboards/Mouses
- 1 APC backup power supply
- Assorted office equipment including chair
- Assorted cords and connectors
- Inoperable equipment
- 2 mic arms & stands
- 1 ARC-15 Arrakis console
- 1 Numark CD console
- 1 Behringer analog mixer
- 1 Comrex phone hybrid (DH20)
- 1 Rolls AM/FM/RDS tuner
- 1 Comrex BlueBox codec
- 1 A.R.T. Studio Amplifier
- 2 JBL studio monitors
- 1 analog telephone
- Assorted office equipment including stools
- Assorted cords and connectors
- Nautel NV 10 7kw transmitter
- 1 pc / monitor / mouse
- 1 backup power supply

- 1 DB64 Audio Processor
- 1 T1 router
- 1 Comrex rack unit for Studio to Transmitter Link
- 1 Sine Systems RFC 1/B telemetry unit
- 1 equipment rack
- 1 analog telephone
- 1 XDS satellite programming receiver

Transmitter Site License Agreement

Transmitter Site License Agreement by and between Seller and American Tower Corporation.