

Agreement for Sale of Construction Permit

This AGREEMENT (the "Agreement") is made as of the 9th day of December 2010, by and between Backwoods Communications ("Seller"), and Florida Educational Radio Inc., a Florida non-profit corporation ("Buyer").

Seller holds a permit to construct and operate a new NCE-FM station in Jasper Florida pursuant to a construction permit (the "CP"), issued by the Federal Communications Commission (the "FCC") (Facility ID 173855; File No. BNPED-20071012AIZ).

For the purposes of this Agreement the term "CP" shall include the construction permit and any subsequent radio station authorizations granted under the terms of the CP.

The parties have agreed that Seller shall transfer and Buyer shall acquire the CP, all on the terms and subject to the conditions set forth herein.

This Agreement requires the consent of the FCC prior to consummation of the sale. Failure to obtain this consent will render this Agreement null-and-void.

In consideration of the above and of the mutual promises and covenants contained herein, the parties, intending to be bound legally, agree as follows.

1. **Transfer of construction permit.** The Seller will, within three (3) business days of the date of this agreement, file with the FCC a Form 314 "Application for Consent to Assignment of Broadcast Station Construction Permit or License" transferring the CP to the Buyer.
2. **Assets.** Other than the CP, no other assets, real, personal or mixed, tangible or intangible, related to the CP and owned or held by Seller are covered by this agreement.
3. **Consideration.** As Purchase Price for the transfer of the CP to Buyer, and subject to the terms and conditions hereof, Buyer shall pay or cause to be paid to Seller the amount of One Dollar (\$1.00) by bank check or cash. Such payment shall be made within three (3) business days of the signing of this agreement.
4. **Future Consideration.** In consideration of the Seller's actual expenses incurred in acquiring the CP the Buyer agrees to future consideration, the terms of which are governed by the attached "Agreement for Future Consideration" which is attached hereto and incorporated herein by reference.
5. **Control.** Future Consideration notwithstanding, upon the consummation of this sale, the Buyer will hold ultimate control, without reservation, of the assets of the CP, any subsequent station license and station programming.
6. **Execution of Agreement.** This Agreement may be executed in separate counterparts, neither of which need contain the signatures of both parties, each of which shall be deemed to be an original, and both of which taken together constitute one and the same instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

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

Seller:

Backwoods Communications

By: _____
Paul Lewis, President

Buyer:

Florida Educational Radio Inc.

By: 
Joseph M. DiPietro, President