

DONATION AGREEMENT

THIS DONATION AGREEMENT (“**Agreement**”) is made and entered into as of the 8th day of September, 2017, by and between WFXZ-CD Station, LLC, a Delaware limited liability company (hereinafter “**Donor**”) and WGBH Educational Foundation, a Massachusetts charitable non-profit corporation (hereinafter “**Donee**”).

WITNESSETH

WHEREAS, Donor is the Federal Communications Commission (the “**FCC**”) licensee of WFXZ-CD, Boston, Massachusetts (FCC Facility ID No. 64833) (the “**Station**”); and

WHEREAS, Donor has been designated as a winning bidder for the Station in the broadcast incentive auction conducted by the FCC pursuant to Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-230 (2012) and rules and regulations promulgated thereunder; and

WHEREAS, Donor desires to convey all rights, title, and interest in and to the Station and related assets, as described herein to Donee; and

WHEREAS, Donee desires to receive and own the Station and its related assets under the terms and conditions stated herein; and

WHEREAS, the consummation of this Agreement is subject to the prior approval of the FCC; and

WHEREAS, simultaneously with the execution of this Agreement, Donor and Donee have entered into a Channel Sharing Agreement (“**CSA**”) pursuant to which the parties will share on a jointly licensed basis the 6 MHz channel currently exclusively licensed to Donee’s station WGBH-TV, Boston, Massachusetts (FCC Facility ID No. 72099), subject to the consent of the FCC.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. **ASSETS**. Donor agrees to transfer, assign, convey, and deliver to Donee, and Donee agrees to receive and accept, free and clear of all liabilities, debts, liens, charges, assessments and encumbrances of any kind, the following (collectively, the “**Donated Assets**”):

(a) all licenses, construction permits, authorizations or other rights of any kind issued or granted by the FCC to Donor with respect to the Station (collectively the “**FCC License**”) listed in Schedule 1.1(a);

(b) all FCC files and records pertaining to the Station (“**FCC Records**”);

(c) certain tangible personal property used by Donor in the operation of the Station, as described in Schedule (1.1(b)) (the “**Tangible Personal Property**”).

• This donation excludes from the Donated Assets the Donor’s accounts receivable, any cash on hand, and any assets or liabilities of Donor or any affiliated entities not specifically described herein.

2. **GIFT.** Subject to the prior approval and consent of the FCC, Donor agrees to convey the Donated Assets to Donee as a gift and, as such, will not require any form of payment from Donee in exchange for said gift, provided, that Donee shall perform the covenants and obligations contained herein. Donor may engage one or more qualified appraisers to appraise the value of the Donated Assets (the “**Appraisal Value**”) and may seek a charitable donation deduction to the extent allowable under the Internal Revenue Code of 1986, as amended (the “**Code**”), based upon such Appraisal Value. Donee shall render reasonable cooperation to Donor with respect to any claim by Donor of a charitable donation deduction by provision of any required documentation in connection therewith to confirm the delivery of the Donated Assets to Donee.

3. **FCC ASSIGNMENT APPLICATION.** Within five (5) business days of the date Donee files a license to cover the the Channel Sharing Construction Permit (as defined below), the parties hereto will file an application with the FCC for its consent to the assignment of the FCC License from Donor to Donee (the “**FCC Application**”). The parties will vigorously prosecute the FCC Application and do all things reasonably necessary and/or appropriate to obtain a grant thereof.

4. **CLOSING.** Within ten (10) days after the FCC issues an order granting its consent to the transactions contemplated by this Agreement (the “**FCC Consent**”), a Closing will take place by exchange of documents using Federal Express or other overnight courier. At the Closing, the parties will exchange any and all documents required to carry out the terms of this Agreement, including but not limited to, an assignment of the Station’s license from Donor to Donee.

5. **WARRANTIES.** Because this transaction is a donation, Donor warrants only that it is duly organized and validly existing under the laws of the State of Delaware and that it has the requisite power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to comply with the terms, conditions and provisions hereof. Notwithstanding the foregoing, Donor represents that it is not aware of any pending or threatened claims, actions, proceedings or anything of a similar nature related to the Station or FCC License that that would require Donee to expend resources to defend or resolve and that neither the execution, delivery, or performance of this Agreement nor the consummation of the donation does or will conflict with, any obligation of Donor under any material contract. Other than the foregoing, Donor makes absolutely no representations or warranties of any kind with

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respect to the Donated Assets to be conveyed hereunder. Donee warrants only that it is a duly organized and validly existing non-profit corporation qualified under Section 501(c)(3) of the Internal Revenue Code, upon obtaining the necessary approvals from the FCC, it is otherwise qualified to receive the Donated Assets, including the FCC License, and it has the requisite power and authority to execute and deliver this Agreement, to consummate the transactions contemplated hereby, and to comply with the terms, conditions and provisions hereof.

6. **LEGAL EXPENSES, CLOSING COSTS AND FILING FEES.** Each party shall be responsible for all costs and expenses incurred by it in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement, except that any filing fees with respect to the FCC Application shall be paid equally by Donor and Donee.

8. **GOVERNING LAW.** This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

9. **COUNTERPARTS.** This Agreement may be executed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

10. **NOTICES.** Any notice required hereunder shall be in writing and any payment, notice or other communication shall be deemed given when delivered personally, or mailed by certified mail or Federal Express, postage prepaid, with return receipt requested, and addressed as follows:

If to Donor:

WFXZ-CD Station, LLC
14450 Commerce Wat
Miami Lakes, FL 33016
Attention: Jose Rodriguez

With a Copy, which shall not constitute Notice, to

Paul J. Feldman, Esq.
Fletcher, Heald & Hildreth, PLC
1300 N. 17th St, 11th Floor
Arlington, VA 22209

If to Donee:

WGBH Educational Foundation
1 Guest Street
Boston, MA 02135
Attention: Eric Brass

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With a Copy, which shall not constitute Notice, to:

Ari Meltzer, Esq.
Wiley Rein LLP
1776 K Street, NW
Washington, DC 20006

11. **COVENANTS.** Donor and Donee hereby covenant and agree that between the execution date of this Agreement and the Closing, each party shall cooperate fully with one another in taking any commercially reasonable actions (including to obtain the required consent of the FCC) necessary to accomplish the transactions contemplated by this Agreement. Donor and Donee shall notify each other of all documents filed with or received from any governmental agency (including the FCC) with respect to the FCC Application, this Agreement, or the transactions contemplated hereby. Donor and Donee shall cooperate with the FCC in connection with obtaining the FCC Consent, and shall promptly provide all information and documents requested by the FCC in connection therewith. If either Donor or Donee becomes aware of any fact relating to it that would prevent or delay the FCC Consent, such party shall promptly notify the other party thereof and the parties shall use commercially reasonable efforts to remove any such impediment.

12. **CONTROL.** Donee shall not, directly or indirectly, control, supervise or direct the operations of the Station prior to the Closing. Such operations, including complete control and supervision of all programs, employees, finances, and policies, shall be the sole responsibility of Donor until the Closing.

13. **PUBLIC ANNOUNCEMENT.** Donor shall publish and broadcast a public notice concerning the filing of the application for assignment of the FCC Licenses in accordance with the requirements of Section 73.3580 of the FCC's Rules. As to any other announcements, neither party shall issue any press release or public announcement or otherwise divulge the existence of this Agreement or the transactions contemplated hereby without prior approval of the other parties hereto.

14. **TERMINATION.** This Agreement may be terminated by either party, by written notice to the other party, if the transactions contemplated herein have not closed by 12:00 p.m., December 31, 2017.

15. **FURTHER ASSURANCES.** After the Closing, each party shall from time to time, at the request of and without further cost or expense to, the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.


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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set above.

WFXZ-CD STATION, LLC

By: _____
Name:
Title:

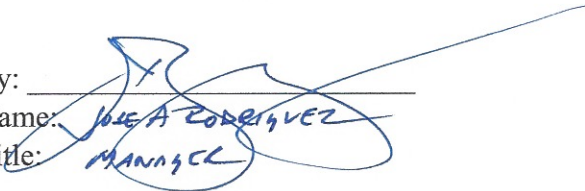
WGBH EDUCATIONAL FOUNDATION

By: 
Name: Benjamin Godley
Title: EVP & COO

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set above.

WFXZ-CD STATION, LLC

By: 
Name: JOSE A. RODRIGUEZ
Title: MANAGER

WGBH EDUCATIONAL FOUNDATION

By: _____
Name: _____
Title: _____

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Schedule 1.1(a)

Station Call Sign:	WFXZ-CD
Facility ID No.:	64833
Community of License:	Boston, MA

Schedule 1.1(b)

One AJA model FS-1 FrameSynch/Transcoder
One 20" Digital TV Receiver and indoor antenna
One Sling Media Digital "Slingbox"
One Dayton Industrial Corp. model AF200 FM/SCA Receiver