

Agreement for Sale of Station

Asset Exchange Agreement

A copy of the Asset Exchange Agreement (“AEA”) associated with the proposed assignment application is attached hereto. The following schedules and exhibit to the AEA, however, have not been included:

Schedule 1(a)(i)(A) – WGMA Equipment

Schedule 1(a)(i)(C) – WGMA Tower Leases

Schedule 1(a)(iv)(J) – RDA Excluded Assets

Schedule 1(b)(i)(A) – W279CT Equipment

Schedule 1(b)(iv)(J) – CFEF Excluded Assets

Exhibit A – Form of W279CT Tower Lease

The AEA schedules and exhibit identified above contain proprietary information and/or are not germane to the Commission’s consideration of this application. *See LUJ, Inc. and Long Nine, Inc.*, Memorandum Opinion and Order, 17 FCC Rcd. 16980 (2002).

ASSET EXCHANGE AGREEMENT

THIS ASSET EXCHANGE AGREEMENT (this “**Agreement**”) is dated as of July 25, 2022 (the “**Effective Date**”), by and between **Ricardo D. Arroyo**, an individual (“**RDA**”), and **Central Florida Educational Foundation, Inc.**, a Florida not for profit corporation (“**CFEF**”). RDA and CFEF are sometimes individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, RDA is the licensee of commercial FM broadcast station **WGMA, Silver Springs Shore, Florida (FCC Facility ID No. 191546)** (“**WGMA**”), and the owner of certain tangible personal property used in the operation of WGMA pursuant to authorizations issued by the Federal Communications Commission (the “**FCC**”);

WHEREAS, CFEF is the licensee of noncommercial FM translator station **W279CT, Clermont, Florida (FCC Facility ID No. 142410)** (“**W279CT**”), and the owner of certain tangible personal property used in the operation of W279CT pursuant to authorizations issued by the FCC; and

WHEREAS, on the terms and conditions described herein and subject to the approval of the FCC, RDA and CFEF desire to exchange certain assets and FCC authorizations associated with WGMA for consideration and certain assets and FCC authorizations associated with W279CT.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, the Parties hereto hereby agree as follows:

1. **Assets and Liabilities.**

(a) **RDA Assets.**

(i) **Assets to be Assigned and Transferred.** On the Closing Date (as defined in **Section 4** herein), RDA shall assign and transfer to CFEF, and CFEF shall assume and receive from RDA, the assets, properties, interests, and rights of RDA that are held by RDA and used in connection with WGMA, but excluding the RDA Excluded Assets (as defined in **Section 1(a)(iv)** herein), which are identified below (collectively, the “**RDA Assets**”):

(A) **Equipment.** All equipment, machinery, furniture, and other tangible personal property, together with any and all improvements and additions thereto and replacements thereof between the date hereof and the Closing Date, used in the operations of WGMA (collectively, the “**WGMA Equipment**”), as identified on **Schedule 1(a)(i)(A)** hereto;

(B) **FCC Authorizations.** All the licenses, permits, and other authorizations issued by the FCC (collectively, the “**WGMA FCC Authorizations**”), as identified on **Schedule 1(a)(i)(B)** hereto;

(C) **Tower Lease.** All of RDA Broadcast Holdings, LLC’s (“**RDA Broadcast Holdings**”) right, title, and interest in and to the Utility Letter Agreement and Antenna Site Agreement with respect to WGMA’s transmitter site (collectively, the “**WGMA Tower Leases**”), as further identified and described on **Schedule 1(a)(i)(C)** hereto;

(D) **Other Assets.** All of RDA’s logs, books, files, data, software, FCC and other governmental applications, equipment manuals, assignable warranties, and other records relating to the operation of WGMA, including, without limitation, all electronic data processing files and systems related thereto, FCC filings, and all records required by the FCC to be kept by WGMA.

(ii) **Liens.** The RDA Assets shall be transferred to CFEF free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements, and other liens, liabilities, and encumbrances of every kind and nature (collectively, “**Liens**”), except (A) liens for taxes not due and payable or, that are being contested in good faith by appropriate proceedings and (B) liens or mortgages, in each case that will be released on or before the Closing or otherwise satisfied by RDA with CFEF’s consent.

(iii) **Assumed Liabilities.** CFEF shall not assume any liability, obligation, undertaking, expense, or agreement of RDA of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render CFEF liable for any such liability, obligation, undertaking, expense, or agreement, except for the obligations of RDA Broadcast Holdings arising after Closing under the WGMA Tower Leases or any liabilities of RDA for which CFEF receives a credit under **Section 2(b)** of this Agreement (collectively, the “**CFEF Assumed Liabilities**”). All liabilities, except for the CFEF Assumed Liabilities, shall be retained by RDA. Without limiting the generality of the foregoing, it is understood and agreed that CFEF shall not assume: (A) any liability or obligation of RDA to RDA’s employees under any existing written or oral agreements with RDA, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation, sick pay, or any other matter; (B) any liability arising out of any termination by RDA of the employment of any employee of RDA or any liability for any employee benefit plan or arrangement of RDA for employees; (C) any liability or obligation of RDA or RDA Broadcast Holdings arising under the WGMA Tower Leases at or prior to Closing; or (D) any liability or obligation of RDA or RDA Broadcast Holdings arising under any contracts (other than the WGMA Tower Leases) related to WGMA.

(iv) **Excluded Assets.** The following assets and obligations relating to the business of WGMA shall be retained by RDA and shall not be sold, assigned, transferred to, or assumed by CFEF in accordance with this Agreement (collectively, the “**RDA Excluded Assets**”):

(A) any and all cash, cash equivalents, cash deposits to secure contract obligations, all inter-company receivables from any affiliate of RDA, and all other accounts receivable, bank deposits, and securities held by RDA with respect to WGMA at the Closing Date;

(B) any and all claims of RDA with respect to transactions prior to the Closing;

(C) all prepaid expenses;

(D) all contracts of insurance and claims against insurers;

(E) all employee benefit plans and the assets thereof and all employment contracts;

(F) all contracts that are terminated in accordance with the terms and provisions of this Agreement or have expired prior to Closing in the ordinary course of business, and all loans and loan agreements;

(G) all tangible personal property disposed of or consumed between the date hereof and Closing in the ordinary course of business;

(H) RDA's corporate records;

(I) all commitments, contracts, leases, and agreements except to the extent that they are specifically assumed in this Agreement; and

(J) any other items identified on Schedule 1(a)(iv)(J) hereof.

(b) **CFEF Assets.**

(i) **Assets to be Assigned and Transferred.** On the Closing Date, CFEF shall assign and transfer to RDA, and RDA shall assume and receive from CFEF, the assets, properties, interests, and rights of CFEF which are held by CFEF and used in connection with W279CT, but excluding the CFEF Excluded Assets (as defined in Section 1(b)(iv) herein) (collectively, the "**CFEF Assets**"), which are identified below:

(A) **Equipment.** All equipment, machinery, furniture, and other tangible personal property, together with any and all improvements and additions thereto and replacements thereof between the date hereof and the Closing Date (collectively, the "**W279CT Equipment**"), as identified on Schedule 1(b)(i)(A) hereto;

(B) **FCC Authorizations.** All the licenses, permits, and other authorizations issued by the FCC (collectively, the "**W279CT FCC Authorizations**"), as identified on Schedule 1(b)(i)(B) hereto; and

(C) **Other Assets.** All of CFEF's logs, books, files, data, software, FCC and other governmental applications, equipment manuals, assignable

warranties, and other records relating to the operation of W279CT, including without limitation, all electronic data processing files and systems related thereto, FCC filings, and all records required by the FCC to be kept by W279CT.

(ii) **Liens.** The CFEF Assets shall be transferred to RDA free and clear of all Liens, except (A) liens for taxes not due and payable or that are being contested in good faith by appropriate proceedings and (B) liens or mortgages, in each case that will be released on or before the Closing or otherwise satisfied by RDA with CFEF's consent.

(iii) **Assumed Liabilities.** RDA shall not assume any liability, obligation, undertaking, expense, or agreement of CFEF of any kind, absolute or contingent, known or unknown, specifically including, without limitation, any liability, obligation, or agreement to retain any CFEF's employee, or with respect to termination thereof, or any employee benefit or expense, and the execution and performance of this Agreement shall not render RDA liable for any such liability, obligation, undertaking, expense, or agreement, except for the liabilities of CFEF for which RDA receives a credit under **Section 2(b)** of this Agreement (collectively, the "**RDA Assumed Liabilities**"). All liabilities, except for the RDA Assumed Liabilities, shall be retained by CFEF. Without limiting the generality of the foregoing, it is understood and agreed that RDA shall not assume: (A) any liability or obligation of CFEF to CFEF's employees under any existing written or oral agreements with CFEF, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation, sick pay, or any other matter; (B) any liability arising out of any termination by CFEF of the employment of any employee of CFEF or any liability for any employee benefit plan or arrangement of CFEF for employees; or (C) any liability or obligation of CFEF arising under any contracts related to W279CT.

(iv) **Excluded Assets.** The following assets and obligations relating to the business of W279CT shall be retained by CFEF and shall not be sold, assigned, or transferred to, or assumed by RDA in accordance with this Agreement (the "**CFEF Excluded Assets**"):

(A) any and all cash, cash equivalents, cash deposits to secure contract obligations, all inter-company receivables from any affiliate of CFEF, and all other accounts receivable, bank deposits, and securities held by CFEF with respect to W279CT at the Closing Date;

(B) any and all claims of CFEF with respect to transactions prior to the Closing;

(C) all prepaid expenses;

(D) all contracts of insurance and claims against insurers;

(E) all employee benefit plans and the assets thereof and all employment contracts;

(F) all contracts that are terminated in accordance with the terms and provisions of this Agreement or have expired prior to Closing in the ordinary course of business, and all loans and loan agreements;

(G) all tangible personal property disposed of or consumed between the date hereof and Closing in the ordinary course of business;

(H) CFEF's corporate records;

(I) all commitments, contracts, leases, and agreements except to the extent that they are specifically assumed in this Agreement; and

(J) any other items identified on **Schedule 1(a)(iv)(J)** hereof.

2. Consideration.

(a) **The RDA Assets.** In exchange for the RDA Assets, upon satisfaction of all conditions precedent set forth herein, CFEF shall convey and deliver to RDA the CFEF Assets at Closing.

(b) **The CFEF Assets.** In exchange for the CFEF Assets, upon satisfaction of all conditions precedent set forth herein, RDA shall convey and deliver to CFEF the RDA Assets at Closing.

3. FCC Consent. On a date not later than ten (10) business days after the Effective Date of this Agreement, CFEF and RDA shall execute, file, and vigorously prosecute applications with the FCC (each an "**Assignment Application**," collectively, the "**Assignment Applications**") requesting the FCC's consent (the "**FCC Consent**") to the assignment: (a) from RDA to CFEF of the WGMA FCC Authorizations; and (b) from CFEF to RDA of the W279CT FCC Authorizations. CFEF and RDA shall take all reasonable steps to cooperate with each other and with the FCC to secure the FCC Consent to each Assignment Application, without delay, and to promptly consummate this Agreement in full.

4. Closing. The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place remotely by email, or in such other manner and at such other place as RDA and CFEF may agree in writing. Such Closing date (the "**Closing Date**") shall be fixed by mutual agreement of the Parties, but may be no more than (10) business days following the later of the date on which: (a) the WGMA FCC Authorizations' FCC Consent shall have become a Final Order; (b) the W279CT FCC Authorizations' FCC Consent shall have become a Final Order; or (c) the W279CT Modification Application (as described in **Section 8(b)(vi)** hereto) is granted by the FCC and shall have become a Final Order. The requirement of a Final Order, however, may be jointly waived by the Parties.

For purposes of this Agreement, the term "**Final Order**" means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition, or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed.

5. Representations and Warranties of RDA. RDA hereby represents and warrants to CFEF:

(a) **Authorization.** RDA has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by RDA and no other proceedings on the part of RDA are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by RDA and constitutes the legal, valid, and binding obligation of RDA, enforceable in accordance with its terms.

(b) **No Defaults.** The execution, delivery, and performance of this Agreement by RDA will not: (i) constitute a violation of or conflict with RDA's organizational documents; (ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under or conflict with any of the terms, conditions, or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to the business of WGMA and to which RDA or any of the RDA Assets may be subject, except for such defaults (or rights of termination, cancellation, or acceleration) as to which requisite waivers or consents have been obtained and delivered to CFEF; (iii) violate any law, statute, rule, regulation, order, writ, injunction, or decree of any federal, state, or local governmental authority or agency and which is applicable to RDA or any of the RDA Assets; (iv) result in the creation or imposition of any Lien of any nature whatsoever on any of the RDA Assets; or (v) require the consent or approval of any governmental authority or other third party, other than the FCC Consent or the lessors under the WGMA Tower Leases.

(c) **Equipment.** Schedule 1(a)(i)(A) hereto contains a complete and accurate list of the WGMA Equipment that is necessary to conduct the operation of WGMA in the way it is currently operated (other than those assets which are RDA Excluded Assets) and will be acquired by CFEF. RDA owns and has, and will have on the Closing Date, good and marketable title to the WGMA Equipment. Each item of WGMA Equipment: (i) is in good condition and repair, ordinary wear and tear excepted; (ii) has been maintained in a manner consistent with generally accepted standards of good engineering practice; and (iii) is capable of operating in substantial compliance with the WGMA FCC Authorizations and the rules and regulations of all relevant federal and state governments, agencies, or departments.

(d) **FCC Authorizations.** Schedule 1(a)(i)(B) hereto contains a true and complete list of the WGMA FCC Authorizations that are required for the lawful conduct of the business and operations of WGMA in the manner and to the full extent it is presently operated. RDA lawfully holds each of the WGMA FCC Authorizations listed on Schedule 1(a)(i)(B). RDA has operated WGMA in all material respects in accordance with the WGMA FCC Authorizations, and all applicable rules, regulations, and policies of the FCC. There is not now pending or, to the best of RDA's knowledge, threatened any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew any of the WGMA FCC Authorizations, and RDA has not received any notice of and has no knowledge of any pending, issued, or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either WGMA or RDA with respect to WGMA. Except as set forth in Schedule 1(a)(i)(B), all material reports and

filings required to be filed with the FCC by RDA with respect to the operation of WGMA have been timely filed, and all such reports and filings are accurate.

(e) **Tower Lease.** RDA Broadcast Holdings has a valid leasehold interest in the WGMA Tower Leases as described on Schedule 1(a)(i)(C), free and clear of all Liens, and no party is in material breach or default with respect to the same. There is full legal and practical access to the WGMA tower site and all utilities necessary for use of the WGMA tower site as a radio tower facility by RDA are installed and are in good working order, and are subject to valid easements, where necessary. The buildings, towers, guys, and other fixtures situated on the WGMA tower site are free of structural defects and, suitable for their intended uses, and are in good state of maintenance and repair, ordinary wear and tear excepted, and comply in all material respects with applicable zoning, health and safety laws and codes. The WGMA Tower Leases are in effect and is binding upon RDA Broadcast Holdings and, to RDA or RDA Broadcast Holdings' knowledge, the other party thereto (subject to bankruptcy, insolvency, reorganization, or other similar laws relating to or affecting the enforcement of creditors' rights generally). Complete and correct copies of the WGMA Tower Leases, together with all amendments thereto, have been delivered to CFEF by RDA.

(f) **Brokers.** There is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding, or action by RDA.

(g) **Litigation.** RDA is not subject to any order, writ, injunction, judgment, arbitration decision, or decree having binding effect and affecting the business of WGMA of the RDA Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or to the best of RDA's knowledge, threatened against RDA. To the best of RDA's knowledge, with respect to the RDA Assets, RDA has complied in all material respects with all applicable laws, regulations, orders, or decrees. The present uses by RDA of the RDA Assets do not violate any such laws, regulations, orders, or decrees in any material respect, and RDA has no knowledge of any basis for any claim for compensation, damages, or other relief from any violation of the foregoing.

(h) **Insurance.** There is now, and through the Closing there shall be, in full force and effect with reputable insurance companies fire and property insurance with respect to all WGMA Equipment in commercially reasonable amounts sufficient to repair or replace the applicable WGMA Equipment.

(i) **Taxes.** RDA has duly, timely, and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies, and losses required to be paid prior to the Closing Date. No event has occurred which imposes on CFEF any liability for any taxes, penalties, or interest due or to become due from RDA from any taxing authority. Notwithstanding anything contained herein to the contrary, this Section 5(i) shall survive the expiration or earlier termination of this Agreement, until the expiration of any applicable statute of limitations relating to any claim against either CFEF or RDA that could result from RDA's breach of this Section 5(i).

(j) **Employees.** CFEF shall have no obligation to offer employment to any employee of RDA, and shall have no liability with respect to any such employee or for benefits of any kind or nature. Notwithstanding anything contained herein to the contrary, this **Section 5(j)** shall survive the expiration or earlier termination of this Agreement, until the expiration of any applicable statute of limitations relating to any claim that could result from RDA's breach of this **Section 5(j)**.

(k) **Accuracy of Schedules.** On or before the Closing Date, RDA shall furnish to CFEF revised Schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the Closing Date. RDA shall give detailed written notice to CFEF promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to RDA prior to the date hereof, of any of RDA's representations or warranties contained in this Agreement or in any Schedule. RDA shall promptly disclose to CFEF any significant problems or developments with respect to the RDA Assets.

(l) **Representations and Warranties.** No representation or warranty made by RDA in this Agreement, and no statement made in any certificate, document, exhibit, or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to CFEF.

6. Representations and Warranties of CFEF. CFEF hereby makes the following representations and warranties to RDA which shall be true as of the date hereof and on the Closing Date:

(a) **Organization and Standing; Authorization.** CFEF is: (i) a not-for-profit corporation duly formed, validly existing and in good standing under the laws of the State of Florida; and (ii) qualified to do business in the State of Florida. CFEF has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by CFEF and no other proceedings on the part of CFEF are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by CFEF and constitutes the legal, valid, and binding obligation of CFEF, enforceable in accordance with its terms.

(b) **No Defaults.** The execution, delivery, and performance of this Agreement by CFEF will not: (i) constitute a violation of or conflict with CFEF's organizational documents; (ii) result in a default (or give rise to any right of termination, cancellation, or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease, or other instrument or obligation relating to the business of CFEF and to which CFEF or any of the CFEF Assets may be subject, except for such defaults (or rights of termination, cancellation, or acceleration) as to which requisite waivers or consents have been obtained and delivered to RDA; (iii) violate any law, statute, rule, regulation, order,

writ, injunction, or decree of any federal, state, or local governmental authority or agency and which is applicable to CFEF or any of the CFEF Assets; (iv) result in the creation or imposition of any Lien of any nature whatsoever on any of the CFEF Assets; or (v) require the consent or approval of any governmental authority or other third party, other than the FCC Consent.

(c) **Equipment.** Schedule 1(b)(i)(A) hereto contains a complete and accurate list of the W279CT Equipment that will be acquired by RDA. CFEF owns and has, and will have on the Closing Date, good and marketable title to the W279CT Equipment. Each item of W279CT Equipment: (i) is in good condition and repair, ordinary wear and tear excepted; (ii) has been maintained in a manner consistent with generally accepted standards of good engineering practice; and (iii) is currently or at Closing will be operating in substantial compliance with the W279CT FCC Authorizations and rules and regulations of all relevant federal and state governments, agencies, or departments, including, but not limited to, the FCC.

(d) **FCC Authorizations.** Schedule 1(b)(i)(B) hereto contains a true and complete list of the W279CT FCC Authorizations that are required for the lawful conduct of the business and operations of each of the CFEF in the manner and to the full extent it is presently operated. CFEF lawfully holds each of the W279CT FCC Authorizations listed on Schedule 1(b)(i)(B). CFEF will complete the relocation and channel change of CFEF in accordance with the terms of the Construction Permit, and all applicable rules, regulations, and policies of the FCC. There is not now pending or, to the best of CFEF's knowledge, threatened, any action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew any of the W279CT FCC Authorizations, and CFEF has not received any notice of and has no knowledge of any pending, issued, or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against CFEF or CFEF with respect to CFEF. Except as set forth in Schedule 1(b)(i)(B), all material reports and filings required to be filed with the FCC by CFEF with respect to the operation of W279CT have been timely filed, and all such reports and filings are accurate and currently are in material compliance.

(e) **Brokers.** There is no broker or finder or other person who would have any valid claim against RDA for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding, or action by CFEF.

(f) **Litigation.** CFEF is not subject to any order, writ, injunction, judgment, arbitration decision, or decree having binding effect and affecting the business of CFEF or the CFEF Assets or which restrains or enjoins the transactions contemplated hereby, and no such proceeding is pending. There is no material litigation pending by or against, or to the best of CFEF's knowledge, threatened, against CFEF. To the best of CFEF's knowledge, with respect to the CFEF, CFEF has complied in all material respects with all applicable laws, regulations, orders, or decrees. The present uses by of the CFEF Assets do not violate any such laws, regulations, orders, or decrees in any material respect, and CFEF has no knowledge of any basis for any claim for compensation, damages, or other relief from any violation of the foregoing.

(g) **Insurance.** There is now, and through the Closing there shall be, in full force and effect with reputable insurance companies fire and property insurance with respect to

all W279CT Equipment in commercially reasonable amounts sufficient to repair or replace the applicable W279CT Equipment.

(h) **Taxes.** CFEF has duly, timely, and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies, and losses required to be paid prior to the Closing Date. No event has occurred which imposes on CFEF any liability for any taxes, penalties, or interest due or to become due from CFEF from any taxing authority. Notwithstanding anything contained herein to the contrary, this **Section 6(h)** shall survive the expiration or earlier termination of this Agreement, until the expiration of any applicable statute of limitations relating to any claim against either RDA or CFEF that could result from CFEF's breach of this **Section 6(h)**.

(i) **Employees.** RDA shall have no obligation to offer employment to any employee of CFEF, and shall have no liability with respect to any such employee or for benefits of any kind or nature. Notwithstanding anything contained herein to the contrary, this **Section 6(i)** shall survive the expiration or earlier termination of this Agreement, until the expiration of any applicable statute of limitations relating to any claim that could result from CFEF's breach of this **Section 6(i)**.

(j) **Accuracy of Schedules.** On or before the Closing Date, CFEF shall furnish to RDA revised Schedules to this Agreement as may be necessary to render such Schedules accurate and complete as of the Closing Date. CFEF shall give detailed written notice to RDA promptly upon the occurrence of or becoming aware of the impending or threatened occurrence of any event which would cause or constitute a breach or would have caused a breach had such event occurred or been known to CFEF prior to the date hereof, of any of CFEF's representations or warranties contained in this Agreement or in any Schedule. CFEF shall promptly disclose to RDA any significant problems or developments with respect to the CFEF Assets.

(k) **Representations and Warranties.** No representation or warranty made by CFEF in this Agreement, and no statement made in any certificate, document, exhibit, or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading to RDA.

7. RDA Covenants. RDA covenants with CFEF that, between the date hereof and the Closing Date, it shall act in accordance with the following:

(a) **Condition of Equipment.** RDA shall maintain the WGMA Equipment in accordance with standards of good engineering practice and replace any of such property, which shall be worn out, lost, stolen, or destroyed with like property of substantially equivalent kind and value.

(b) **FCC Compliance.** RDA, with respect to WGMA, shall remain in material compliance with all applicable laws, rules, and regulations. RDA shall deliver to CFEF, promptly after filing, copies of any reports, applications, or responses to the FCC or any communications from the FCC or any other party directed to the FCC related to RDA which are filed between the Effective Date and the Closing Date. RDA shall not file any application to modify RDA's facilities except such modifications as are required by the public interest as determined in the sole discretion of RDA, exercised in good faith after consultation with CFEF, and RDA shall take all actions necessary to keep the WGMA FCC Authorizations valid and in full force and effect.

(c) **Maintenance of Insurance.** RDA shall maintain insurance on all the WGMA Equipment in such amounts as necessary to repair or rebuild the applicable WGMA Equipment.

(d) **Disposition of Assets.** RDA shall not, without the prior written consent of CFEF, sell, lease, transfer, or agree to sell, lease, or transfer any of the RDA Assets.

(e) **Reasonable Access.** RDA shall afford, and shall cause its respective officers, directors, employees, and agents to afford, to CFEF, its prospective financing sources and its and their respective officers, employees, advisors, and agents reasonable access during regular business hours to RDA's officers, employees, independent contractors, agents, properties, records, and contracts relating to the RDA Assets, and shall furnish CFEF all operating and other data and information with respect to the RDA Assets as CFEF, through its respective officers, employees, advisors, or agents, may reasonably request.

(f) **Legal Compliance.** RDA shall be in material compliance with all federal, state, and local laws, rules, and regulations.

(g) **Tower Lease.** RDA and RDA Broadcast Holdings shall not amend, terminate, or fail to renew the WGMA Tower Leases. As of the Effective Date of this Agreement, RDA and RDA Broadcast Holdings shall permit CFEF to commence negotiations with SBA Properties, LLC ("**SBA**") for the assignment to and assumption by CFEF of the WGMA Tower Leases. RDA and RDA Broadcast Holdings shall cooperate with CFEF and use its best efforts as necessary in obtaining SBA's consent to the assignment to and assumption by CFEF of the WGMA Tower Leases.

(h) **Consummation of Agreement.** RDA shall use commercially reasonable efforts to take all action and to do all things necessary, proper, or advisable to satisfy any condition to the Parties' obligations hereunder in its power to satisfy and to consummate and make effective as soon as practicable the transactions contemplated by this Agreement.

8. CFEF Covenants. CFEF covenants with RDA that, between the date hereof and the Closing Date, CFEF shall act in accordance with the following:

(a) **Condition of Equipment.** CFEF shall maintain the W279CT Equipment in accordance with standards of good engineering practice and replace any of such property, which shall be worn out, lost, stolen, or destroyed with like property of substantially equivalent kind and value.

(b) **FCC Compliance.** CFEF with respect to W279CT, shall remain in material compliance with all applicable laws, rules, and regulations. CFEF shall deliver to RDA, promptly after filing, copies of any reports, applications, or responses to the FCC or any communications from the FCC or any other party directed to the FCC related to CFEF which are filed between the Effective Date and the Closing Date. CFEF shall not file any application to modify W279CT facilities except such modifications as are required by the public interest as determined in the sole discretion of CFEF, exercised in good faith after consultation with RDA, and CFEF shall take all actions necessary to keep the W279CT Governmental Authorizations valid and in full force and effect.

(c) **Maintenance of Insurance.** CFEF shall maintain insurance on all the W279CT Equipment in such amounts as necessary to repair or rebuild the applicable W279CT Equipment.

(d) **Disposition of Assets.** CFEF shall not, without the prior written consent of RDA, sell, lease, transfer, or agree to sell, lease, or transfer any of the CFEF Assets.

(e) **Access to Documents and Information.** CFEF shall afford, and shall cause its respective officers, directors, employees, and agents to afford, to RDA, its prospective financing sources and its and their respective officers, employees, advisors, and agents reasonable access during regular business hours to CFEF's officers, employees, independent contractors, agents, properties, records, and contracts relating to the CFEF Assets, and shall furnish RDA all operating and other data and information with respect to the CFEF Assets as RDA, through its respective officers, employees, advisors, or agents, may reasonably request.

(f) **Legal Compliance.** CFEF shall be in material compliance with all federal, state, and local laws, rules, and regulations.

(g) **Consummation of Agreement.** CFEF shall use commercially reasonable efforts to take all action and to do all things necessary, proper, or advisable to satisfy any condition to the Parties' obligations hereunder in its power to satisfy and to consummate and make effective as soon as practicable the transactions contemplated by this Agreement.

(h) **Tower Lease Negotiations; Facility Modifications.** Upon grant of permission by RDA and RDA Broadcast Holdings to commence negotiations with SBA regarding the assignment of the WGMA Tower Leases to CFEF, CFEF shall not execute any modification to the WGMA Tower Leases or commence construction or modification of WGMA's facilities until the WGMA Tower Leases has been assigned to and assumed by CFEF at Closing.

9. Conditions Precedent to Obligation to Close.

(a) **CFEF's Conditions Precedent to Obligation to Close.** The performance of the obligations of CFEF hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) **RDA's Representations, Warranties, and Covenants.** The representations and warranties of RDA set forth in this Agreement shall be true and correct in all

material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date. RDA shall have performed and complied in all material respects with all the agreements, obligations, and covenants required by this Agreement to be performed or complied with by RDA prior to or as of the Closing Date.

(ii) **FCC Consents.** The FCC Consents to the assignment of the WGMA FCC Authorizations and to the assignment of the W279CT FCC Authorizations shall have been granted.

(iii) **Litigation.** No suit, action, claim, or governmental proceeding shall be pending, and no order, decree, or judgment of any court, agency, or other governmental authority shall have been rendered, against any Party which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby.

(iv) **Liens.** There shall not be any Liens on the RDA Assets, other than any financing statements of record to be satisfied by RDA on or before the Closing Date.

(v) **Closing Deliveries.** RDA shall have delivered to CFEF, on the Closing Date, the documents required to be delivered pursuant to **Section 10**.

(vi) **Call Sign Change.** RDA shall have filed with the FCC a request to change the call sign for WGMA to a call sign provided by CFEF.

(vii) **Antenna Swap.** RDA shall have coordinated and completed an antenna equipment swap (the “**Antenna Swap**”) with SBA with respect to WGMA’s Scala PR-950U antenna (as further described on **Schedule 1(a)(i)(A)** hereto). CFEF shall be responsible for: (A) all tower work costs required for the Antenna Swap; and (B) any costs, fees, charges required by SBA to effectuate the Antenna Swap, including, but not limited to, structural studies and building plans.

(viii) **Consents.** Any and all necessary consents from SBA to the assignment to and assumption by CFEF of the WGMA Tower Leases shall have been obtained.

(b) **RDA’s Conditions Precedent to Obligation to Close.** The performance of the obligations of RDA hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) **CFEF’s Representations, Warranties, and Covenants.** The representations and warranties of CFEF set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date. CFEF shall have performed and complied in all material respects with all the agreements, obligations, and covenants required by this Agreement to be performed or complied with by CFEF prior to or as of the Closing Date.

(ii) **FCC Consents.** The FCC Consents to the assignment of the WGMA FCC Authorizations and to the assignment of the W279CT FCC Authorizations shall have been granted.

(iii) **Litigation.** No suit, action, claim, or governmental proceeding shall be pending, and no order, decree, or judgment of any court, agency, or other governmental authority shall have been rendered, against any party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby.

(iv) **Liens.** There shall not be any Liens on the CFEF Assets, other than any financing statements of record to be satisfied by CFEF on or before the Closing Date.

(v) **Closing Deliveries.** CFEF shall have delivered to RDA, on the Closing Date, the documents required to be delivered pursuant to **Section 10**.

(vi) **Modification Application.** W279CT's pending minor modification application, FCC LMS File No. 0000193562 (the "**W279CT Modification Application**") shall have been granted by the FCC.

(vii) **Tower Lease.** At Closing, RDA and Charitable Ministry Support, Inc., CFEF's affiliate, shall enter a lease for W279CT's transmitter site (the "**W279CT Tower Lease**") in the form of the lease attached hereto as **Exhibit A**.

10. Closing Deliveries.

(a) **Closing Deliveries for the RDA Assets.** At the Closing, the Parties, as applicable, shall execute and deliver to the other the following, each of which shall be in form and substance satisfactory to the Parties:

(i) **Bill of Sale.** A Bill of Sale to transfer the WGMA Equipment, duly executed by RDA.

(ii) **Assignment and Assumption of FCC Authorizations.** An Assignment and Assumption of the WGMA FCC Authorizations, duly executed by RDA and CFEF.

(iii) **Assignment and Assumption of Tower Lease.** An Assignment and Assumption of the WGMA Tower Leases, duly executed by RDA Broadcast Holdings and CFEF.

(iv) **Consent to Assignment of Tower Lease.** SBA's executed consent to the assignment of WGMA Tower Leases.

(v) **Bringdown Certificate.** A certificate, dated the Closing Date, executed by an officer of RDA, certifying the fulfillment of the conditions set forth in **Section 9(a)(i)** hereof.

(vi) **Other Documents.** Such other documents, instruments, and agreements necessary to consummate the transactions contemplated by this Agreement or as CFEF shall reasonably request, each in form and substance satisfactory to CFEF and its counsel.

(b) **Closing Deliveries for the CFEF Assets.** At the Closing, the Parties, as applicable, shall execute and deliver to the other the following, each of which shall be in form and substance satisfactory to the Parties:

(i) **Bill of Sale.** A Bill of Sale to transfer the W279CT Equipment, duly executed by CFEF.

(ii) **Assignment and Assumption of FCC Authorizations.** An Assignment and Assumption of the W279CT FCC Authorizations, duly executed by CFEF and RDA.

(iii) **Bringdown Certificate.** A certificate, dated the Closing Date, executed by an officer of CFEF, certifying the fulfillment of the conditions set forth in **Section 9(b)(i)** hereof.

(iv) **Tower Lease.** The W279CT Tower Lease, duly executed by CFEF and RDA.

(v) **Other Documents.** Such other documents, instruments, and agreements necessary to consummate the transactions contemplated by this Agreement or as RDA shall reasonably request, each in form and substance satisfactory to RDA and its counsel.

11. Indemnification; Survival.

(a) **RDA Indemnification of CFEF.** RDA shall indemnify, defend, and hold harmless CFEF with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities, and expenses (including, without limitation, interest, penalties, court costs, and reasonable attorneys' fees) (collectively, "**Damages**") asserted against, resulting from, imposed upon, or incurred by CFEF directly or indirectly relating to or arising out of: (i) either the breach by RDA of any of its representations or warranties made under this Agreement or the failure by RDA to perform any of its covenants, conditions, or agreements set forth in this Agreement; and (ii) any and all claims, liabilities, and obligations of any nature, absolute or contingent, relating to the ownership and operation of WGMA prior to the Closing or W279CT subsequent to Closing.

(b) **CFEF Indemnification of RDA.** CFEF shall indemnify, defend, and hold RDA harmless with respect to any and all Damages asserted against, resulting from, imposed upon, or incurred by RDA directly or indirectly relating to or arising out of: (i) either the breach by CFEF of any of its material representations or warranties made under this Agreement or the failure by CFEF to perform any of its material covenants, conditions, or agreements set forth in this Agreement; and (ii) any and all claims, liabilities, and obligations of any nature, absolute or contingent, relating to the ownership and operation of W279CT prior to Closing or WGMA subsequent to Closing.

(c) **Notice of Indemnifying Matter.** If either Party (the “**Indemnatee**”) receives notice or otherwise obtains knowledge of any matter with respect to the other Party (the “**Indemnifying Party**”) may be obligated to indemnify the Indemnatee under this **Section 11(c)**, then the Indemnatee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnatee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnatee. If the Indemnifying Party elects to assume the defense of such matter, then: (i) notwithstanding anything to the contrary contained herein, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnatee against any such matter following the Indemnifying Party’s election to assume the defense of such matter; (ii) the Indemnatee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter; (iii) the Indemnifying Party shall keep the Indemnatee informed of all material developments and events relating to such matter; and (iv) the Indemnatee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

(d) **Survival of Representations and Warranties.** The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect, except: (i) as otherwise expressly stated herein; and (ii) that if within such applicable period, the indemnified party gives the indemnifying party written notice of a claim for breach thereof, describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

12. Termination.

(a) This Agreement may be terminated by either CFEF or RDA, if the Party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other Party upon the occurrence of any of the following: (i) if, on or prior to the Closing Date, the other Party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching Party (the “**Cure Period**”), provided however that such opportunity to cure shall not apply to the failure of a Party to perform its obligations set forth in **Sections 4 or 9** of this Agreement; (ii) if either Assignment Application is denied by the FCC; (iii) if there shall be in effect any judgment, final decree, or order that would prevent or make unlawful the Closing of this Agreement; or (iv) if the Closing has not occurred within twelve (12) months after the Effective Date.

(b) This Agreement may be terminated by mutual written consent of RDA and CFEF.

(c) If after the Cure Period, CFEF terminates this Agreement due to an uncured breach by RDA of any of its material obligations under this Agreement, CFEF’s sole

remedy shall be sole remedy shall be specific performance as provided in **Section 13** of this Agreement.

(d) If after the Cure Period, RDA terminates this Agreement due to an uncured breach by CFEF of any of its material obligations under this Agreement, RDA's sole remedy shall be specific performance as provided in **Section 13** of this Agreement.

(e) Upon a termination of this Agreement for any reason other than because of a breach by either Party of any of its material obligations under this Agreement, thereafter neither Party shall have any further obligation to the other under this Agreement.

13. Specific Performance. The Parties acknowledge that the RDA Assets and the CFEF Assets each are unique sets of assets not readily available on the open market and that in the event that either CFEF, with respect to W279CT, or RDA, with respect to WGMA, fails to perform its obligation to consummate the transaction contemplated hereby, irreparable harm may occur to the other party as to which money damages alone will not be adequate to compensate such party for its injury. The Parties therefore agree and acknowledge that in the event of a failure by either CFEF or RDA to perform its obligation to convey their respective assets in connection with the consummation of the transactions contemplated hereby, the opposing party shall be entitled to specific performance of the terms of this Agreement.

14. Confidentiality.

(a) **Disclosure of Confidential Information.** Neither Party (the "**Receiving Party**") shall disclose the Confidential Information of the other Party (the "**Disclosing Party**") to any third party. The Receiving Party shall also limit access to the Confidential Information of the Disclosing Party within its own organization only to those employees who need to know such Confidential Information to implement this Agreement and who are expressly obligated to maintain such Confidential Information in confidence and in accordance with the restrictions set forth herein. These obligations shall not apply to any Confidential Information received by the Receiving Party which the Receiving Party can reasonably demonstrate: (i) was in the public domain at the time of receipt by the Receiving Party; (ii) entered the public domain after receipt by the Receiving Party, but through no fault of the Receiving Party; (iii) was known by the Receiving Party prior to its receipt; (iv) is lawfully disclosed to the Receiving Party by a third party that was not under an obligation of confidence to the Disclosing Party; or (v) which the Receiving Party is compelled to disclose by law or legal process, provided the Disclosing Party is given prompt written notice of any such requirement and an opportunity to contest such disclosure. This confidentiality provision shall survive the expiration or earlier termination of this Agreement, until all Confidential Information disclosed hereunder becomes publicly known or made generally available through no action or inaction of the Receiving Party.

(b) **Scope of Prohibition on Disclosure of Confidential Information.** "**Confidential Information**" means the confidential information of the Disclosing Party, which has not been released to the public by the Disclosing Party, including, but not limited to, this Agreement, technical information, designs, procedures, processes, configurations, formulas, discoveries, inventions, improvements, concepts, ideas, techniques, know-how, pricing and sales

information, or any other non-public information, whether disclosed through written, oral, or visual means.

(c) **Press Releases.** If either party determines in good faith that a press release or other public announcement is desirable under any circumstances, the Parties shall consult with each other to determine the appropriate timing, form, and content of such release or announcement. Notwithstanding anything contained herein to the contrary, prior to either party distributing any press release or announcement regarding this Agreement or any of the transactions contemplated hereby, such party shall obtain the other party's written consent to distribute such press release or announcement.

15. Notices. All notices, elections, and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to RDA:

Ricardo D. Arroyo
308 North Shadowbay Blvd, Apt 210
Longwood, FL 32779
Email: RDA456@gmail.com
Phone: (321) 439-6064

If to CFEF:

Central Florida Educational Foundation, Inc.
Z88.3 Radio
1065 Rainer Dr.
Altamonte Springs FL 32714-3847
Attn: James S. Hoge, President
Email: Jim.hoge@zradio.org
Phone: (407) 869-8000

with a copy (which shall not constitute notice) to:

Baker & Hostetler LLP
1050 Connecticut Avenue, NW, Suite 1100
Washington, DC 20036
Attn: Davina S. Sashkin, Esq.

16. Miscellaneous.

(a) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida, without giving effect to that state's choice or conflicts of law provisions.

(b) **Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

(c) **Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. This Agreement may be executed and exchanged by electronic transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document. At the request of any Party hereto or to any such agreement or instrument, each other Party hereto or thereto shall re-execute original forms thereof and deliver them to all other Parties.

(d) **Expenses.** Except as otherwise set forth in this **Section 16(d)**, each Party hereto shall be solely 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; *provided that:* (i) CFEF shall be responsible for (a) all attorneys' fees associated with the preparation of this Agreement and (b) the filing fees for the FCC Applications; and (ii) all federal, state, local, and other transfer and sales taxes applicable to, imposed upon or arising out of the transfer of the RDA and CFEF Assets contemplated by this Agreement shall be paid by the Party responsible for such amounts under applicable law.

(e) **No Strict Construction.** The Parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties hereto, and no presumption or burden of proof shall arise from favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

(f) **Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

(g) **Further Assurances.** Each Party hereto will execute all such instruments and take all such actions as any other party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose of this Agreement and the transactions contemplated hereby.

(h) **Entire Agreement.** This Agreement, and the Exhibits and Schedules attached hereto supersede all prior agreements and understandings between the Parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both Parties.

(i) **Schedules and Exhibits.** Unless otherwise specified herein, each Schedule or Exhibit referred to in this Agreement is attached hereto, and each such Schedule and Exhibit (if any) is hereby incorporated herein by this reference.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET EXCHANGE AGREEMENT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

RICARDO D. ARROYO

By: 

CENTRAL FLORIDA EDUCATIONAL FOUNDATION, INC.

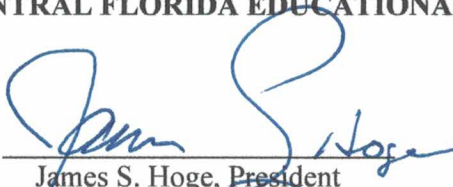
By: 
James S. Hoge, President

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Schedule 1(a)(iv)(J) – RDA Excluded Assets

Schedule 1(b)(i)(A) – W279CT Equipment

Schedule 1(b)(i)(B) – W279CT FCC Authorizations

Schedule 1(b)(iv)(J) – CFEEF Excluded Assets

Exhibit A – Form of W279CT Tower Lease

Schedule 1(a)(i)(B)

WGMA Governmental Authorizations

WGMA(FM), Silver Springs Shore, Florida (FCC Facility ID No. 191546), 99.7 MHz

License:	CDBS File No. BLH-20140318ACC (granted April 23, 2014)
License Renewal:	LMS File No. 0000082284, as amended 0000096483 (granted Jan. 15, 2020; expires Feb. 1, 2028)
Broadcast Auxiliary:	Aural Studio Transmitter Link WQUA992

Schedule 1(b)(i)(B)

W279CT Governmental Authorizations

W279CT, Clermont, Florida (FCC Facility ID No. 142410), 103.7 MHz

License:	CDBS File No. BLFT-20140129ALS (granted Feb. 25, 2014)
License Renewal:	LMS File No. 0000083183 (granted Jan. 15, 2020; expires Feb. 1, 2028)
Construction Permit:	LMS File No. 0000188782 (granted April 25, 2022; expires April 24, 2025)
Pending Construction Permit Application:	LMS File No. 0000193562 (filed June 21, 2022)