

An executed version of the following Deed of Gift will be delivered at closing. There is no consideration, cash or non-cash, direct or indirect, involved in this transaction.

DEED OF GIFT

THIS DEED OF GIFT, dated as of the ____ day of _____, 2023, by and between AOTS Holdings, Inc., a Nevada corporation ("AOTS" or "Donor") and El Sembrador Ministries, a California nonprofit corporation (hereinafter "ESNE" or "Donee") on the date set forth opposite its name, below, with respect to certain matters. This Deed is made with reference to the following:

WHEREAS, Donor is the owner of various property and FCC authorizations used and useful in the operation of FM Translator Station K222DH, 92.3 MHz, Delano, California, FCC Facility ID # 202799 (the "Station") and any rights or interests associated therewith, (collectively, the "Gifted Assets"); and

WHEREAS, Donee was formed in 1994 for educational, religious and charitable purposes generally, has obtained tax-exempt status pursuant to a letter ruling of the district director of the Internal Revenue Service, 26 U.S.C. §501(c)(3), and is qualified to own and operate an FM Translator Station; and

WHEREAS, Donor and Donee believe that the Gifted Assets will further Donee's purpose of broadcasting non-commercial Catholic religious programming in the Spanish language; and

WHEREAS, the Federal Communications Commission ("FCC") has granted its consent to Donor to assign all of its right, title and interest in the Gifted Assets to Donee for Donee's use in connection with its charitable purposes; and

WHEREAS, Donee desires to accept a charitable contribution of all of Donor's right, title and interest in and to the Gifted Assets; and

WHEREAS, Donor and Donee acknowledge that Donor may wish to deduct some or all of the value of his contribution of the Gifted Assets to the Donee for purposes of computing his federal and state income tax liabilities; and

WHEREAS, Donor and Donee acknowledge that Donee cannot give tax advice concerning the deductibility of Donor's contribution to Donee, but Donee desires to provide Donor with certain information concerning its tax-exempt status.

WHEREAS, Donee is providing such information to Donor as an accommodation, and not as any form of consideration for Donor's transfer.

NOW, THEREFORE, the parties hereto provide as follows:

1. Gift of Gifted Assets.

1.1 Subject to paragraph 1.2 below, for no value received but as a gift made with donative intent, Donor does hereby gift, convey, transfer, assign and deliver to Donee, without warranty, whether statutory, expressed or implied, and Donee does hereby accept from Donor, all of Donor's right, title and interest in and to the Gifted Assets, including, but not limited to, any copyrights with respect to the Gifted Assets, whether at common law or otherwise. An inventory of the Gifted Assets is attached hereto as Schedule A. The Assets shall be donated on an "as is, where is" basis and with waivers of rights of redhibition, and, other than to title, Donor makes no warranties or representations as to fitness for their intended purposes. Donor will assign to Donee the Station's FCC "public file" and all logs and records required by the FCC's rules and regulations to be maintained at the Station; however, Donor may retain all books and records relating to its corporate organization, finances and/or any employee benefit plans. Donor shall discharge all employees of the Station on or before the Closing Date. Donee shall only assume those contracts, leases and agreements which are listed on Schedule A; it will not otherwise assume any contracts, leases, agreements or debts of the Donor.

1.2 The parties hereto agree and understand that this gift may not take effect, and that the FCC license for the Station may not be assigned from Donor to Donee, unless and until the prior written consent of the FCC has been granted. The parties have filed an application on FCC Form 2100 to obtain said consent, File No. _____, which was granted by the FCC on _____, and the parties have agreed to make this Gift effective within ninety (90) calendar days of said date.

TO HAVE AND TO HOLD the Gifted Assets hereby contributed, assigned, transferred and conveyed unto Donee, its successors and assigns, to its and their own use and behalf forever, subject as noted above to the prior written consent of the Federal Communications Commission.

2. Representations, Warranties and Covenants. Donee hereby represents, warrants and covenants to Donor as follows:

2.1 Donee is a corporation, trust, or community chest, fund, or foundation described in Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code of 1986, as amended ("Code"). Donee has received a determination from the Internal Revenue Service that it is a tax-exempt entity, and such determination remains in full force and effect as of the date hereof. Donee has no knowledge of any facts existing as of the date hereof which could reasonably be expected to result in the future termination of such tax-exempt status.

2.2 Donee is not a private foundation described in Code Section 509(a).

2.3 Donee will use the Gifted Assets in connection with its functions as set forth in the Recitals of this Deed. These functions constitute the basis for the donee's exemption from taxation under Code Section 501.

2.4 Donee will use the Gifted Assets exclusively within the United States.

2.5 Donee is authorized to accept the Gifted Assets, and to make the representations, warranties, covenants, and assurances set forth herein, all in accordance with its governing documents and internal practices.

2.6 This "Deed of Gift" shall neither be effective nor legally enforceable unless and until all of the conditions precedent stated in Schedule B hereto (which is incorporated herein by reference) shall have occurred.

2.7 Donee agrees to accept the assets being donated in an "as is, where is" condition and waive any and all rights, claims and causes of action against Donor as to the condition of the assets being donated. Donee agrees to defend, indemnify and hold Donor harmless from any claims and causes of action of any nature whatsoever, including but not limited to damages, costs, expenses and attorneys fees arising from or incurred in defending the claim(s) or causes of action related to the Station and its Assets arising subsequent to the Act of Donation. Donor agrees to defend, indemnify and hold Donee harmless from any claims and causes of action of any nature whatsoever, including but not limited to damages, costs, expenses and attorneys fees arising from or incurred in defending the claim(s) or causes of action related to the Station and its assets arising prior to the Act of Donation.

3. Further Assurances.

3.1 Donee will certify on IRS Form 8283 that it has received the Gifted Assets.

3.2 The parties agree that the construction and performance of any documents entered into by them shall be governed by the laws of the State of California without regard to its principles regarding conflicts of laws.

3.3 Donor and Donee hereby mutually represent that there are no finders, consultants or brokers involved in this transaction and that neither Donee nor Donor has agreed to pay any brokers', finders' or consultants' fees in connection with this transaction.

3.4 This instrument may be signed in counterparts, all of which taken together shall constitute one instrument, and any of the parties hereto may execute this Instrument by signing any such counterpart.

IN WITNESS WHEREOF, Donor and Donee have executed this Deed on the day and in the year set forth opposite their names.

DONOR

AOTS HOLDINGS, INC.

By _____
Name:
Title:

DONEE

EL SEMBRADOR MINISTRIES

By _____
Noel Diaz
President