

DONATION AGREEMENT

THIS DONATION AGREEMENT (“Agreement”) is made and entered into as of the 3rd day of November 2023, by The Ojo Caliente Restoration Society, (hereinafter “**Donor**”), and the Angels’Habitat Foundation, a nonprofit entity (hereinafter “**Donee**”).

WITNESSETH

WHEREAS, Donor is the licensee of broadcast radio station KNIZ(FM), Gallup, NM (the “**Station**”); and

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

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

WHEREAS, the consummation of this Agreement is subject to the prior approval 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 Asset**”):
 - (a) all licenses, 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 A**;This donation excludes from the Donated Assets any assets or liabilities of Donor 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 monetary payment from Donee in exchange for said gift, provided that Donee performs the covenants and obligations contained herein including the Post-Closing Obligations.
3. **FCC ASSIGNMENT APPLICATION**. Within thirty (30) business days after the parties hereto fully execute this Agreement, the parties 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 transaction contemplated by this Agreement (the “**FCC Consent**”), a Closing will take place by exchange of documents using a nationally recognized overnight courier service, or e-mail or fax. 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. **POST-CLOSING OBLIGATIONS.** For so long as Donee is the licensee of the Station, Donee shall use the Station (i) to present the highest quality public radio programming for the Gallup, New Mexico, area and surrounding communities; and (ii) to serve the needs and interests of the surrounding areas within the Station’s coverage area.

6. **WARRANTIES.** Because this transaction is a donation, Donor warrants only that it has the power and authority to execute and deliver this Agreement, to consummate transactions contemplated hereby, and to comply with the terms, conditions and provisions hereof. Other than the foregoing, Donor makes no representations or warranties of any kind with respect to the Donated Assets to be conveyed hereunder. Donee warrants that it is duly organized and validly existing under the laws of Delaware and that it is qualified to receive the FCC License.

7. **GOVERNING LAW.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New Mexico.

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

9. **NOTICES.** Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or electronic mail transmission or confirmed delivery by a nationally recognized overnight courier service, or on the third (3rd) day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Donee:


Angels’ Habitat Foundation
1024 Bayside Drive, Unit 446
Newport Beach, CA 92660
email: hello@angelshabitat.com

If to Donor:

OJO CALIENTE RESTORATION SOCIETY
Mr. Paul A. Martinez
2711 Winston Avenue
Las Cruces, NM 88005

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


OJO CALIENTE RESTORATION SOCIETY

By: 

Name: Paul A. Martinez

Title: Chairman, Ojo Caliente Restoration Society

ANGELS' HABITAT FOUNDATION

By: 

Name: Andrew Muzi

Title: Nonprofit Chief Executive Director