

February 10, 2021

Pure Media Ministries, Inc.
9462 Brownsboro Road #163
Louisville, KY 40241

Re: WZZW(AM), Milton, WV

Ladies and Gentlemen:

This letter agreement (this “Agreement”) sets forth the terms of a charitable donation by and among Aloha Station Trust II LLC, a Delaware limited liability company (the “Trust”), iHeartMedia + Entertainment, Inc., a Nevada corporation, and iHM Licenses, LLC, a Delaware limited liability company (collectively, “Donor”) and Pure Media Ministries, Inc., an Indiana nonprofit corporation (“Donee”), with respect to certain assets used and useful in the operation of the following radio broadcast station (the “Station”), which is operated pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

WZZW(AM), Milton, WV (FIN 506)

Subject to the terms and conditions of this Agreement, the assets to be donated (collectively, the “Donation Assets”) consist of the following: (i) the FCC licenses used in the operation of the Station, as set forth on Schedule 1 attached hereto (the “FCC Licenses”); (ii) the items of equipment used in the operation of the Station that are set forth on Schedule 2 attached hereto (the “Station Equipment”); and (iii) the transmitter site lease that is described on Schedule 3 attached hereto (the “Real Property Lease”).

The parties hereby agree as follows:

1. FCC Application.

Within five (5) business days after the date hereof, the Trust and Donee will file and thereafter diligently prosecute an assignment of license application on FCC Form 314 (the “FCC Application”) with the FCC, requesting consent (“FCC Consent”) to the assignment of the FCC Licenses, from the Trust to Donee. Each party will keep the other reasonably informed as to all material FCC communications with respect to the FCC Application and will furnish each other with such information and assistance as the other may reasonably request in connection with the preparation and prosecution of the FCC Application.

2. Closing.

The consummation of the donation contemplated hereby (the “Closing”) shall occur on or before the tenth calendar day after the date the FCC Consent is granted by initial order. At Closing, the parties will consummate the donation as follows: (i) the Trust will assign and Donee

will accept the FCC Licenses, (ii) iHeartMedia + Entertainment, Inc. will convey and Donee will accept the Station Equipment by quitclaim deed of gift, and (iii) the appropriate affiliate of Donor will assign and Donee will assume the Real Property Leases and the terms of the marketing agreement as described on Schedule 3. Such conveyance and assignment shall be treated as being made as a charitable contribution by Donor to Donee, for which no consideration is expected of Donee.

3. Real Property Lease.

The parties acknowledge that the assignment and assumption of the Real Property Lease, the release of Donor and its affiliates from further obligation or liability thereunder, and assumption of the terms of the marketing agreement described on Schedule 3, require certain lessor consents and approvals. The parties shall cooperate and use reasonable efforts to obtain such consents and approvals (which shall not require any payment to any lessor), and Donee shall provide all financial and other information requested by any lessor. The parties acknowledge that Closing is subject to and contingent upon receipt of all consents and approvals necessary to assign and assume the Real Property Lease, release Donor and its affiliates from further obligation or liability thereunder, and provide for the assumption of the terms of the marketing agreement described on Schedule 3.

4. Representations.

Donee represents and warrants to Donor and the Trust that (i) Donee is qualified under FCC rules and regulations to acquire the FCC Licenses, (ii) Donee is a nonprofit charitable organization, (iii) Donee intends to use the Donation Assets to further purposes that are tax exempt under the Internal Revenue Code (the "Code"), (iv) Donee has filed an application with the Internal Revenue Service ("IRS") requesting IRS confirmation that Donee qualifies under Section 501(c)(3) of the Code, and (v) promptly upon receipt from the IRS, Donee will deliver to Donor a copy of an IRS determination letter confirming such status. Donee acknowledges that neither Donor nor the Trust makes any representation or warranty with respect to the Donation Assets, the Donation Assets are being conveyed as is, the Donation Assets do not include all assets necessary to operate the Station, and that the Donation Assets include only the items expressly set forth herein.

5. Trust.

The Trust is an FCC-approved divestiture trust. The Trust hereby approves this Agreement and the transactions contemplated hereby and agrees that upon Closing such divestiture trust shall terminate with respect to the Station without need for further action by any party. The Trust is acting in its capacity as a divestiture trust only and shall have no liability under or in connection with this Agreement.

6. Confidentiality.

Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with this Agreement shall be confidential and shall not be disclosed to any other person or entity, except the parties'

representatives for the purpose of consummating the transaction contemplated by this Agreement.

7. Control.

Donee shall not, directly or indirectly, control, supervise or direct the operation of the Station prior to Closing. Consistent with FCC rules and regulations, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of the Trust.

8. Notices.

Any notice pursuant to this Agreement shall be in writing, including by email that is confirmed by overnight courier, and shall be deemed delivered on the date of personal delivery, or the date of email confirmed as provided above, or the date of confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as set forth on Schedule 4 attached hereto (or to such other address as any party may request by written notice).

9. Miscellaneous.

Any party may terminate this Agreement upon written notice to the other parties at any time prior to Closing. In the event of any such termination, the Trust shall withdraw the FCC Application and thereafter no party shall have no further obligation or liability hereunder to any other party. The filing fee for the FCC Application shall be paid by Donee. Each party will be solely responsible for all other costs and expenses incurred by it in connection this Agreement. No party may assign this Agreement without the prior written consent of the other parties hereto, which consent shall be given at such party's absolute discretion. This Agreement constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto. The construction and performance of this Agreement shall be governed by the laws of the State of Texas without giving effect to the choice of law provisions thereof. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Delivery of an executed signature page by electronic transmission shall be effective as delivery of a manually executed original signature page of this Agreement.

[Signature Page Follows]

Signature Page to Donation Letter Agreement

Please sign below to confirm your agreement to the foregoing.

PURE MEDIA MINISTRIES, INC.

By: _____

Name: _____

Title: _____

[Signature]
Name: *Tom Hoyt*
Title: *Owner/Managing Partner*

[Signature]
Name: *Desire Hoyt*
Title: *Owner/Managing Partner*

IHEARTMEDIA + ENTERTAINMENT, INC.

By: _____

Name: Christopher Cain

Title: SVP & Associate General Counsel

IHM LICENSES, LLC

By: _____

Name: Christopher Cain

Title: SVP & Associate General Counsel

ALOHA STATION TRUST II LLC

By: Digital Drake LLC, its sole member

By: _____

Barry Drake, Member


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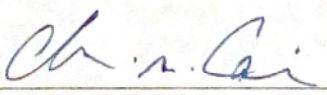
PURE MEDIA MINISTRIES, INC.

By: _____
Name:
Title:

IHEARTMEDIA + ENTERTAINMENT, INC.

By:  _____
Name: Christopher Cain
Title: SVP & Associate General Counsel

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ALOHA STATION TRUST II LLC

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Barry Drake, Member

Schedule 1 – FCC Licenses

Call Sign: WZZW, Milton, WV

Facility ID 506

Frequency: 1600 kHz

Expires: 10/1/2027

Licensee: Aloha Station Trust II LLC

BAS Authorization	Call Sign	Expiration
	WLP707 (Aural Inter-City Relay)	10/1/2027

ASR: None

Schedule 2 – Station Equipment

	WZZW	
1	Harris GatesAir Gates5	5 kW transmitter
1	Harris SX-1	1 kW Transmitter
1	Gentner VRC 200	RemoteControl
1	Gentner VRC Command Relay Unit	Relay Panel
1	Orban 9200U	Audio Processing
1	Marti SCD-10	Subcarrier Demodulator
1	ATU	Antenna Tuning Unit
1	RF switch	
1	113.1 meter Tower	Antenna

Schedule 3 – Real Property Lease

WZZW(AM), Milton, WV transmitter: Lease with the Town of Milton (Route 60, Milton, WV) made by iHeartMedia + Entertainment, Inc. (formerly Clear Channel Broadcasting, Inc.), an affiliate of Donor*

*This lease is subject to a marketing agreement with Vertical Bridge. At Closing, Donee shall assume the terms of such marketing agreement. Assignment and assumption of the terms of such marketing agreement requires the prior written approval of Vertical Bridge.

Schedule 4 – Addresses for Notices

if to Donor:	c/o iHeartMedia + Entertainment, Inc. 125 W. 55 th Street New York, New York 10019 Attention: President Attention: Tres Williams Email: TresWilliams@iheartmedia.com
with copies (which shall not constitute notice) to:	c/o iHeartMedia + Entertainment, Inc. Legal Department 20880 Stone Oak Parkway San Antonio, TX 78258 Attention: Christopher Cain Email: ChristopherCain@iheartmedia.com
	Wilkinson Barker Knauer LLP 1800 M Street, NW, Suite 800N Washington, DC 20036 Attention: Doc Bodensteiner Email: doc@wbklaw.com
if to Donee:	Pure Media Ministries, Inc. 9462 Brownsboro Road #163 Louisville, KY 40241 Attention: Tom Hoyt Email: tom@pureradio.org
if to the Trust:	Aloha Station Trust II LLC c/o Digital Drake LLC 1505 1st St South Unit 602 Jacksonville Beach FL 32250 Attention: Barry Drake Email: barrydrake4040@gmail.com
with a copy (which shall not constitute notice) to:	Thompson Hine LLP 1919 M Street, N.W., Suite 700 Washington, DC 20036 Attention: Barry Friedman Email: Barry.Friedman@thompsonhine.com