

RADIO STATION DONATION AGREEMENT

This Agreement is entered into this 5th day of February 2021 by and between Toccoa Foundation, Inc., a Georgia non-profit corporation (hereafter the "Donor") and Blue Ridge Broadcasting Corporation, a 501(c)(3) tax exempt non-profit corporation (hereafter the "Donee"), for no consideration, the receipt of which is hereby acknowledged, the Parties do hereby agree, stipulate and contract as follows:

WHEREAS, Toccoa Foundation holds a license for noncommercial AM broadcast Station, WSNW(AM), FCC ID# 5969, currently licensed at Seneca, South Carolina from the Federal Communications Commission (hereafter "FCC") and certain assets and tower site use agreement used in connection therewith (hereafter the "Station"); and

WHEREAS, Donor desires to donate to Donee, and Donee desires to accept from Donor, the Station; and

WHEREAS, the Parties jointly understand that the proposed transfer of the Station license must be approved by the FCC prior to closing,

NOW THEREFORE, the Parties wishing to be legally bound do hereby stipulate and agree to the following.

II. ASSETS TO BE DONATED. Donor agrees to convey to Donee all of its right, title and interest in the license for the Station (as shown in Exhibit A hereto) (the "License"), validly in effect under the rules of the FCC, as well as all of the Station Agreements (as shown in Exhibit B) and together with the Assets, (as shown in Exhibit C).

II. DONATION VALUE. The value of the Station and the assets transferred pursuant to this Agreement shall be established as \$1.00.

III. THE FCC APPLICATIONS. Within 5 days after the execution of this Agreement, the Parties agree to cooperate with each other in the filing of an FCC assignment application (hereafter the "Assignment Application") seeking consent for the proposed assignment of the License to Donee. The Parties agree to cooperate in supplying the FCC with all information it may require in connection with the FCC assignment application.

IV. REPRESENTATIONS OF DONOR. The Donor represents and warrants to Donee that:

a) Donor is legally qualified to execute this Agreement and there are no legal impediments to the execution of consummation of the transaction contemplated herein:

b) Donor holds clear, unencumbered title to the Station License and Assets to be conveyed hereunder;

c) The FCC License is in full force and effect and, to Donor's knowledge, may be assigned to Donee without any adverse conditions; and

d) Donor knows of no reason that the contemplated transaction cannot be consummated as proposed herein.

V. REPRESENTATIONS AND WARRANTIES OF DONEE. The Donee hereby represents and warrants:

a) Donee is legally qualified to enter into this Agreement and consummate the transaction contemplated herein; and

b) Donee knows of no reason that the transaction contemplated herein may not be consummated.

VI. CLOSING. The closing on the donation shall take place five (5) days after the FCC has (1) approved the Assignment Application without any conditions adverse to Donee and that action has become a final order under the rules and regulations of the FCC; provided, however, that the Donee has the right and preference to close the transaction prior to a final order being in effect, in its sole discretion; (2) Donee has or is simultaneously closing on the purchase of FM translator station W205CU as approved by the FCC in BALFT-20190304AAM.

VII. CALL SIGN AGREEMENT. Donee agrees to maintain the call sign WSNW on the Station until requested by Donor to apply for new call letters so that WSNW be re-assigned to a station designated by Donor. This option shall remain in effect for two years after the execution date of this donation agreement. Donor has the option to extend the agreement with a payment of \$200.00 to Donee on the second anniversary of the execution date; \$300.00 on the third anniversary date and each anniversary date thereafter. Donor agrees to pay any FCC or Legal fees associated with Donee's call letter change and Donor's call letter re-assignment. Donor can notify Donee, in writing, of abandonment of interest in call letters at any time, and hold no further obligation to annual fees to Donee for call letter preservation.

VIII. ASSUMPTION OF LIABILITIES. The Donee shall not assume, or be responsible for, any of the liabilities or obligations of the Donor.

IX. EXCLUSIVE DEALINGS. The Donor agrees that for as long as this Agreement is in effect it will not discuss with any other person or party the donation of the Station to anyone other than the Donee.

X. TERMINATION. This Agreement may be terminated by the Donor or Donee, in their sole discretion, if the transaction contemplated herein has not been closed as of twelve (12) months from the execution date hereof.

XI. DELIVERIES AT THE CLOSING. At the closing, the Donor will deliver the following to the Donee:

- a) A Bill of Sale for the Station License and Assets;
- b) An executed Tower Site Use Agreement from Tugart Properties, LLC;
- c) Such other instruments as Donee may reasonably request

At the closing, the Donee will deliver to the Donor the following:

- a) An executed assignment and assumption for the Station's current tower lease and Agreements

XII. SURVIVAL OF REPRESENTATIONS AND WARRANTIES. The representations and warranties given herein shall survive for one (1) year after the closing.

XIII. NOTICES. Any notices to be given by the Parties to each other shall be in writing and sent by first class U.S. mail to the following:

If to Donor: Douglas M. Sutton, Jr.
TOCCOA FOUNDATION, INC.
P.O. Drawer E
Toccoa, Georgia 30577

If to Donee: David P. Bruce
BLUE RIDGE BROADCASTING CORPORATION
Post Office Box 937
Montreat, North Carolina 28757

With a copies to: Justin T. Arnot
BILLY GRAHAM EVANGELISTIC ASSOCIATION
1 Billy Graham Parkway
Charlotte, North Carolina 28207

Jim Kirkland
BILLY GRAHAM EVANGELISTIC ASSOCIATION
3 Porters Cove Road
Asheville, North Carolina 28805

XV. GOVERNING LAW. The laws of the United States of America and the State of South Carolina will govern the interpretation of this Agreement.

XVI. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

(signatures on following page)

WHEREOF, the Parties have caused their signatures to be affixed to this Agreement intending to be legally bound.

DONOR:
TOCCOA FOUNDATION, INC.

DONEE:
BLUE RIDGE BROADCASTING CORPORATION

By: 
Douglas M. Sutton, Jr.
Vice President/Secretary

By: 
David Bruce
President

RADIO STATION DONOR AGREEMENT
Exhibit A

Federal Communications Commission License



United States of America
FEDERAL COMMUNICATIONS COMMISSION
AM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

TOCCOA FOUNDATION, INC
P O DRAWER E
TOCCOA GA 30577

Nazifa_Sawez
Assistant Chief
Audio Division
Media Bureau

Grant Date: May 11, 2020

This license expires 3:00 a.m.
local time, December 01, 2019.

Facility Id: 5969

Call Sign: WSNW

License File Number: BL-20200224AAI

This license covers permit no.: BP-20191015AAH to reflect licensing with lower transmitting power. Installation of two FM antennas and isocouplers on tower.

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Hours of Operation: Daytime with Secondary nighttime

Average hours of sunrise and sunset:

Local Standard Time (Non-Advanced)

Jan.	7:45 AM	5:45 PM	Jul.	5:30 AM	7:45 PM
Feb.	7:15 AM	6:15 PM	Aug.	5:45 AM	7:15 PM
Mar.	6:45 AM	6:45 PM	Sep.	6:15 AM	6:45 PM
Apr.	6:00 AM	7:00 PM	Oct.	6:30 AM	6:00 PM
May	5:30 AM	7:30 PM	Nov.	7:00 AM	5:30 PM
Jun	5:15 AM	7:45 PM	Dec	7:20 AM	5:20 PM

Call sign: WSNW
Call: 5:15 PM

License No.: BL-20200224AAI
Dec: 7:30 AM 5:30 PM

Name of Licensee: TOCCOA FOUNDATION, INC

Station Location: SENECA, SC

Frequency (kHz): 1150

Station Class: D

Antenna Coordinates:

Day

Latitude: N 34 Deg 41 Min 15 Sec

Longitude: W 82 Deg 59 Min 16 Sec

Night

Latitude: N 34 Deg 41 Min 15 Sec

Longitude: W 82 Deg 59 Min 16 Sec

Transmitter(s): Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Nominal Power (kW): Day: 0.50 Night: 0.058

Antenna Input Power (kW): Day: 0.50 Night: 0.058

Antenna Mode: Day: ND Night: ND

(DA=Directional Antenna, ND=Non-directional Antenna; CH=Critical Hours)

Current (amperes): Day: 1.9345 Night: 0.659

Resistance (ohms): Day: 125.962 Night: 125.962

Non-Directional Antenna: Day

Radiator Height: 76.2 meters; 105.2 deg

Theoretical Efficiency: 317 mV/m/kw at 1km

Non-Directional Antenna: Night

Radiator Height: 76.2 meters; 105.2 deg

Theoretical Efficiency: 317 mV/m/kw at 1km

Antenna Registration Number(s):

Day:

Tower No.	ASRN	Overall Height (m)
1	1057366	

Night:

Tower No.	ASRN	Overall Height (m)
1	1057366	

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

- 2 Ground system consists of 120 equally spaced, buried, copper radials about the base of the tower, varying in length from 51 to 111 meters for an average length of 59 meters.

- 3 Grant of this license application is conditioned on the continuous operation of the licensed facility for the twelve-month period following grant. The failure of the facility to so operate will result in the rescission of this grant, dismissal of the license application and the forfeiture of the associated construction permit pursuant to 47 C.F.R. § 73.3598 (e) unless the license rebuts the presumption that the authorized facilities were temporarily constructed.

*** END OF AUTHORIZATION ***

RADIO STATION DONOR AGREEMENT
Exhibit B

Tugart Properties, LLC
Tower Site Use Agreement

**RADIO STATION DONATION AGREEMENT
EXHIBIT C**

WSNW Assets

Gates One AM Transmitter (SN:MP0027900001)

Orban 9200 AM Audio Processor (SN: 820109-013 FI)

Belar AM Modulation Monitor (SN: 134423)

Belar AM RF Amplifier (SN:902578)

Inovonics FM Monitor Receiver Model 633-00 (SN: 543)

Stellar Labs 30-2435 FM receive antenna

TRANSMITTER SITE USE AGREEMENT

- 1) **TUGART PROPERTIES, LLC** ("TP") and **BLUE RIDGE BROADCASTING CORPORATION** ("BRB") or its assigns, enter into this agreement ("Agreement") as of _____, 2021. TP grants the use of its radio tower and transmitter building number 1 located at 11091 Radio Station Road, Seneca, South Carolina, together referred to as the "Premises."

BRB hereby enters into this agreement and shall have the right to the use and quiet enjoyment of certain portions of the Premises consisting of; space inside the TP building for use of the non-commercial AM station transmitting equipment; Kintronic Tuning Unit/Isocoupler; Sine Remote Control System; and the entire 250 ft series fed AM tower (FCC ASRN 1057366). This Equipment and the Tower are together referred to as "TP Equipment" and shall be described in Schedule A. The equipment being donated to BRB by the Toccoa Foundation, Inc is listed on Schedule B and referred to as "BRB Equipment." BRB and its authorized personnel shall have access to the Premises, the cabling and pathways at all times (24 x 7) for the purposes of the installation, operation, maintenance, repair and replacement.

- 2) **Term.** The term of this Agreement shall begin on _____, 2021 after TP and BRB have both signed this Agreement and will terminate on _____, 2026. BRB shall have the option to renew this Agreement for an additional three (3) five-years term and may cancel the Agreement at any time with thirty (30) days written notice to TP.
- 3) **Use Fee.** No cash fee will be charged BRB for use of the premises.
- 4) **Electrical Power.** BRB will use electrical power from the TP meter. BRB shall reimburse TP for its overage use of electrical power at the site. The overage will be the amounts exceeding 1264.8 kilowatt hours monthly and average monthly cost of \$ 165.05. (See Schedule C for explanation of how average monthly use by TP was calculated). BRB will be invoiced via email for reimbursement and will have 10 days upon receipt to reimburse TP. Failure to reimburse TP for the electrical power overage beyond 30 days of due date will result in termination of electrical power.
- 5) **Insurance.** BRB shall maintain adequate insurance coverage against fire, storm or other casualty loss or damage to the BRB Equipment, as well as general liability insurance against personal injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00). Evidence of said insurance shall be provided by BRB to TP upon request of TP.
- 6) **Responsibility for Damage to Building.** BRB accepts responsibility for any damage done to the TP Premises or its equipment, by BRB, its contractors and other permittees. BRB will repair or cause to be repaired any such damage restoring the damaged areas to their condition when lease commenced.
- 7) **Removal of Tenant Equipment, etc.** All BRB Equipment referenced in Schedule B, are and shall remain the personal property of the BRB, whether or not they are affixed to the TP Property. Upon the expiration or termination of this Agreement, BRB shall remove all of the

BRB Equipment and shall restore the Premises to the same condition as existed on the agreement's commencement date, reasonable wear and tear excepted.

- 8) **Interference.** BRB agrees not to interfere with radio transmission or reception equipment properly located on the Premises, provided that such equipment is in operation as of the date of this Agreement and is operating within the technical parameters specified by its manufacturer and FCC license. If BRB should cause such measurable interference, BRB shall eliminate it in a timely manner, no more than thirty (30 days) after written notice thereof. Upon interference notice, BRB grants TP permission to inspect BRB Equipment.
- 9) **Right of Entry:** BRB shall have the right to enter the Premises to examine, maintain, repair, replace or remove BRB equipment at all times (24 x 7). TP will provide BRB with access codes/keys to permit access to the gates, tower and equipment building.
- 10) **Sale of Property.** If TP sells the Premises, TP shall disclose to the buyer the existence of this lease, and shall inform the buyer that this lease survives the transfer of ownership of the Premises on the same terms as stated herein.
- 11) **Indemnification.** BRB indemnifies TP against actions by local authorities or neighbors concerning tenant's use of the Premises. If any such actions occur, BRB will take responsibility for resolving the actions and the cost thereof.
- 12) **Notices.** Any and all other notices, demands, or requests by and/or from TP to BRB, or BRB to TP, shall be in writing and effective upon receipt. All notices shall be sent by: (i) postage paid, certified mail, return receipt requested, or (ii) a reputable national overnight courier service with receipt thereof. If to TP: **Tugart Properties, LLC**, Post Office Drawer E, 233 Big A Road, Toccoa, Georgia 29682. If to BRB: **Blue Ridge Broadcasting Corporation**, Post Office Box 159, Black Mountain, North Carolina 28711. Delivery by fax or e-mail shall not constitute proper notice.
- 13) **Termination of Business.** If BRB terminates its business operations, this agreement becomes null and void unless the entity or agreement is purchased by another entity which reaffirms to TP that it will assume all of the rights and responsibilities of this agreement. ARFI shall notify TP of the transfer of this agreement within 30 days of the completion of the transferring transaction.
- 14) **Miscellaneous.** (a) BRB may assign this Agreement upon written notice to TP, within fifteen (15) days prior to assignment, to any affiliate or to any entity that controls, is controlled by, or under common control with BRB; (b) TP shall give written notice to Tenant within fifteen (15) days prior to closing on any sale or transfer of the Premises; (c) Except for the non-payment of electrical power, or any other sums due hereunder, TP shall not exercise any remedy without first giving BRB written notice of, and thirty (30) days to cure any default under this Agreement; (d) this Agreement and any schedules or riders attached hereto shall constitute the entire agreement between the parties and supersedes all prior understandings and agreements. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties; (e) BRB or its successors will maintain the station as a non-commercial license.

Signature page to
Transmitter Site Use Agreement

AGREED TO:

TUGART PROPERTIES, LLC

BLUE RIDGE BROADCASTING CORPORATION

By: Douglas M. Sutton, Jr.
Managing Member-Broadcasting

By: David Bruce
President

Date: _____

Date: _____

SCHEDULE A

Tugart Properties Equipment

- 1) 250 feet series fed AM radio tower (FCC ASRN 1057366)
- 2) Antenna Tuning Unit
- 3) Floor and Rack space inside Transmitter Building No. 1 to house BRB 's equipment
- 4) Sine Remote Control System

SCHEDULE B

Blue Ridge Broadcasting "BRB" Equipment

- 1) Gates One AM Transmitter (SN: MP0027900001)
- 2) Orban 9200 AM Processor (SN: 820109-013 FI)
- 3) Belar AM Modulation Monitor (SN: 134423)
- 4) Belar AM RF Amplifier (SN: 902578)
- 5) Inovonics FM Monitor Receiver Model 633-00 (SN:543)
- 6) Stellar Labs 30-2435 FM receive antenna

SCHEDULE C

Electrical Power Reimbursement Calculation

Formula

Tugart Properties electrical usage with Blue Ridge Electric Cooperative based on **two stations**;
WSNW(AM) 1150 KHz with 500 watts from 6 a.m. until sunset and 58 watts from sunset until 6 a.m. M-F 24 hours daily
W231BX(FM)94.1 MHz with 1000 watts transmitter output power

8/1/2019-9/3/2019 Use: 3,116 KWH Cost: \$ 398.38
9/4/2019-10/2/2019 Use: 2,853 KWH Cost \$ 367.37
10/3/2019-10/31/2019 Use: 2,330 KWH Cost: \$ 305.71
11/1/2019-12/02/2019 Use: 2,102 KWH Cost: \$ 278.83
12/3/2019-01/02/2020 Use: 1,887 KWH Cost: \$253.48

TOTAL USE: 12,288 KWH COST: \$ 1603.77

Average 2,458 KWH Cost: \$ 320.75

**FM transmitter use is 40.8 KWH daily or
Monthly Use average of 1264.8 KWH Cost: \$165.05**

BALANCE=AM Station