

## DONATION AGREEMENT

This Donation Agreement ("Agreement") is made and entered into this 28th day of July 2023, between Redrock Radio Group LLC ("Donor") and Across Nations, a non-profit corporation ("Donee").

**WITNESSETH: WHEREAS**, Donor is the licensee of FM Translator Station K251BC, FCC Facility ID No. 143304 ("Translator Station") including certain rights to the translator license issued by the Federal Communications Commission ("FCC" or "Commission") and certain property and other rights used or held for use with the translator license; and

**WHEREAS**, Donor desires to donate and assign and Donee desires to assume and acquire the Translator Station including the FCC broadcast authorizations and tangible assets associated with the Translator Station, both of which agree to immediately file for FCC approval of the transaction proposed herein.

**WHEREAS**, the translator authorizations for the FM translators issued by the FCC for the Translator Station may not be assigned to Donee without the prior consent of the Commission; and

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and conditions contained herein, the parties do hereby agree as follows:

### ASSIGNMENT OF LICENSES

In consideration for assuming the Station Assets and all rights and obligations associated therewith, Donor shall donate assign, transfer and convey to Donee and Donee shall assume and acquire from Donor the following assets ("Station Assets"), free and clear of all debts, liens, encumbrances and other security interests whatsoever and to be considered an additional valued donation to the Donee, following FCC Consent:

**Licenses and Authorizations:** All licenses, permits, permissions and other authorizations (including without limitation the right to the use of the translator call signs) if any, which are issued by the Commission and other governmental agencies and that are associated exclusively with the translator or a construction permit ("Authorizations").

**Hardware and Transmission Equipment:** All equipment associated with the operation of the Translator Station ("Tangible Personal Property").

The Authorizations and Tangible Personal Property are being donated to Donee at no cost and as a charitable contribution to Donee other than Donee assuming the assumed obligations associated with such Station Assets effective as of the Closing Date. It is understood by the parties that the Donor may seek an income tax charitable deduction for the donation. Donee makes no representation as to value of the donation.

Consummation of the donation of the Station Assets provided for in this Agreement (the "Closing") shall take place on or before the tenth business day after the date of the FCC Consent pursuant to the FCC's initial order, or on such other day after such consent as Donee and Donor may mutually agree. The date on which the closing is to occur is

referred to herein as the "Closing Date."

**CLOSING DELIVERIES:** At Closing, Donor shall deliver or cause to be delivered to Donee:

- (a) an Assignment and Assumption of the Authorizations from Donor to Donee free and clear of all debts, liens, encumbrances and other security interests whatsoever;
- (b) a bill of sale conveying the other Station Assets from Donor to Donee free and clear of all debts, liens, encumbrances and other security interests whatsoever.

**INDEMNIFICATION.**

(a) Donee shall defend, indemnify and hold harmless Donor from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Donor arising out of or resulting from:

- i. any default, misrepresentation or breach of warranty by Donee of any covenant or agreement made under this Agreement; or
- ii. business or operation of the Translator Station after the Closing Date, except for the assumed liabilities.

(b) Donor shall defend, indemnify, and hold harmless Donee from and against any and all damages incurred by Donee arising out of or resulting from:

- i. any default, misrepresentation or breach of warranty by Donor of any covenant or agreement made under this Agreement; or
- ii. the business or operation of the Translator Station prior to the Closing Date.

The Donor and Donee shall file the necessary notice of consummation of the assignment with the FCC.

This Agreement embodies the entire agreement among the parties and is subject to FCC approval. No attempted change, termination or waiver of any of the provisions hereof shall be binding. The Agreement shall be in full force and effect for a period 180 days from the date hereof or Closing whichever occurs sooner.

Donor and Donee each mutually represent and warrant that this Agreement constitutes

their legal, valid and binding obligation enforceable in accordance with its terms; and, that the execution and delivery, performance and consummation of this Agreement will not conflict with or constitute a default under any other agreement of commitment to which the party is bound.

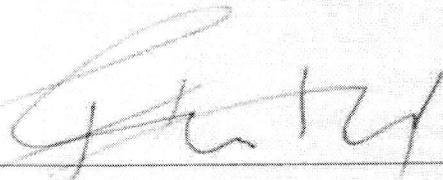
**FCC Compliance.** Donor and Donee know of no reason why the FCC or any other regulatory body would not approve an application for the assignment of the Authorizations from Donor to Donee. If after Closing the FCC Consent is reversed or otherwise set aside, and there is a final order for the FCC (or court of competent jurisdiction) requiring the re-assignment of the Authorizations to Donor, then the donation under this Agreement shall be rescinded. In such event, Donee shall reconvey to Donor the Station Assets free and clear of Liens other than Permitted Liens, and Donor shall resume operation of the Station. Any such rescission shall be consummated on a mutually agreeable date within thirty days of such final order (or, if earlier, within the time required by such order). In connection therewith, Donee and Donor shall each execute such documents (including execution by Donee of instruments of conveyance of the Station Assets to Donor and execution by Donor of instruments of assumption of the Station Contracts) as are necessary to give effect to such rescission.

Donee agrees to pay all FCC application filing fees and costs associated with this transaction.

#### **EXECUTION IN COUNTERPARTS**

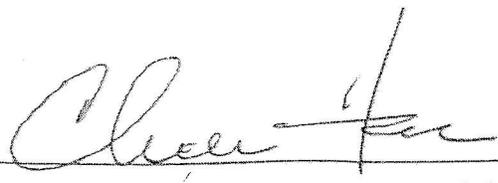
This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

EXECUTED,



Thomas Troland,

Redrock Radio Group LLC

A handwritten signature in cursive script, appearing to read "Chuck Harper", is written above a solid horizontal line.

Chuck Harper

Across Nations