

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of January 19, 2016, between Positive Alternative Radio, Inc., a North Carolina non-profit corporation, ("Seller"), and Eastern Airwaves, LLC, a North Carolina limited liability company ("Buyer").

### Recitals

A. Pursuant to those certain authorizations issued by the Federal Communications Commission (the "FCC") set forth on Schedule 1 attached hereto, Seller is the licensee and operator of FM Translator Radio Stations **W263CC**, (Facility ID No. 93127) on Channel 263 (100.5 MHz), at Danville, Virginia; and **W234BZ**, (Facility ID No. 141143) on Channel 234 (94.7 MHz), at Indian Trails, North Carolina (the "Translators"); and Seller holds a construction permit to construct FM Translator Radio Station **W284CL** (Facility ID No. 141736) on Channel 284 (104.7 MHz), at Sanford, North Carolina (the "Permit");

B. Subject to the terms and conditions set forth herein, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller the Translators and the Permit.

### Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

## ARTICLE 1

### PURCHASE OF TRANSLATORS AND PERMIT

1.1. Assets. On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, the following assets, properties, rights, and interests of Seller in connection with the Translators and the Permit (collectively, the "Assets"):

(a) Licenses and Authorizations. All licenses, authorizations, permits and approvals issued with respect to the Translators and the Permit by the FCC (the "FCC Authorizations"), as set forth on Schedule 1 attached hereto.

(b) Books and Records. All engineering and other books, papers, files, correspondence and records pertaining to the operations of the Translators and the Permit, including the engineering records and copies of all filings and correspondence with the FCC which are in the possession of Seller; provided that Seller may retain copies thereof.

1.2 Excluded Assets. Seller will retain any assets not specifically set forth above in Section 1.1.

1.3 Liabilities. The Assets shall be transferred by Seller to Buyer free and clear of all debts, security interests, mortgages, trusts, claims, pledges, conditional sales agreements,

equipment leases, and other liens, liabilities and encumbrances of every kind and nature ("Liens"). Buyer shall not assume and undertake any obligations or liability of Seller in connection with the Assets.

1.4. Purchase Price. In consideration for the sale of the Assets to Buyer, Buyer shall pay Seller the total sum of TWO HUNDRED TEN THOUSAND DOLLARS (\$210,000.00) (the "Purchase Price"). The Purchase Price shall be paid as follows:

(a) Buyer shall deposit in escrow pursuant to the Escrow Agreement attached as Exhibit A with the Escrow Agent named therein the sum of FORTY TWO THOUSAND DOLLARS (\$42,000.00) (the "Deposit") which shall be held and disbursed pursuant to the terms of the Escrow Agreement.

(b) At the Closing, (i) Buyer shall pay Seller the sum of ONE HUNDRED SIXTY EIGHT THOUSAND DOLLARS (\$168,000.00) by check or wire transfer of immediately available funds; and (ii) Escrow Agent shall deliver Seller the Deposit.

1.5. Closing. The consummation of the sale and purchase of the Assets provided for in this Agreement (the "Closing") shall take place on the fifth (5<sup>th</sup>) business day after issuance of the FCC Consent (defined below), unless a petition to deny or other objection is filed against the FCC Assignment Application (defined below), in which event at Buyer's option the Closing shall take place on the fifth business day after the date the FCC Consent becomes Final (defined below), in any case subject to the satisfaction or waiver of the conditions required to be satisfied or waived pursuant to Articles 5 or 6 below (other than those requiring the taking of action at the Closing). The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.6. FCC Assignment Application.

(a) As soon as practicable (but in no event later than five (5) business days after the date of this Agreement), Buyer and Seller shall file an application with the FCC requesting FCC consent to the assignment of the FCC Authorizations from Seller to Buyer (the "FCC Assignment Application"). The FCC's consent to the assignment of the FCC Authorizations contemplated hereby without any material adverse conditions other than those of general applicability is referred to herein as the "FCC Consent." Seller and Buyer shall make commercially reasonable efforts to obtain the FCC Consent. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to such application and shall furnish all information required by the FCC.

(b) For purposes of this Agreement, the term "Final" means that action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

ARTICLE 2  
SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby represents and warrants to Buyer as follows:

2.1. Organization. Seller is duly organized, validly existing and in good standing under the laws of North Carolina. Seller has the requisite power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be made by Seller pursuant hereto (collectively, the "Seller Ancillary Agreements") and to consummate the transactions contemplated hereby.

2.2. Authorization. The execution, delivery and performance of this Agreement and the Seller Ancillary Agreements by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller. This Agreement is, and each Seller Ancillary Agreement when made by Seller and the other parties thereto will be, a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3. No Conflicts. The execution and delivery by Seller of this Agreement and the Seller Ancillary Agreements and the consummation by Seller of the transactions contemplated hereby do not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject or require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

2.4. FCC Authorizations. Seller is the holder of the FCC Authorizations described in Schedule 1. The FCC Authorizations are in full force and effect, and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify the FCC Authorizations (other than proceedings to amend FCC rules of general applicability). There is no order to show cause, notice of violation, notice of apparent liability or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller or the FCC Authorizations by or before the FCC. Seller is operating the Translators in material compliance with the FCC Authorizations, the Communications Act of 1934, as amended, and all regulations and published policies of the FCC.

2.5. Ownership of Assets. Seller has good and marketable title to the Assets, free and clear of Liens.

2.6. Compliance with Law. Seller has materially complied with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Assets. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Assets.

2.7. Broker. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf, other than Robert H. Branch, Jr., which commission Seller will pay pursuant to the terms of its brokerage agreement with Mr. Branch.

2.8. "As Is" Condition. Seller is assigning the Translators and Permit to Buyer "as is" without any representation or warranty as to their suitability, usability or non-interference with other broadcast facilities, or any warranty as to the future performance or reliability of the Translators and Permit.

### ARTICLE 3 BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby represents and warrants to Seller as follows:

3.1. Organization. Buyer is duly organized, validly existing and in good standing under the laws of North Carolina. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.

3.2. Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by Buyer have been duly authorized and approved by all necessary action of Buyer and do not require any further authorization or consent of Buyer. This Agreement is, and each Buyer Ancillary Agreement when made by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3. No Conflicts. The execution and delivery by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of the transactions contemplated hereby do not conflict with any organizational documents of Buyer or any law, judgment, order or decree to which Buyer is subject, or require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consent.

3.4. Qualification. Buyer is legally, financially and otherwise qualified to be the licensee or permittee of, acquire, own and operate the Translators and Permit under the Communications Act and the rules, regulations and policies of the FCC.

3.5. Broker. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf, other than Robert L. Heymann, Jr., of Media Services Group, Inc., which commission Buyer will pay at the Closing.

## ARTICLE 4 COVENANTS

Buyer and Seller hereby further covenant and agree as follows:

4.1. 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 the negotiation, preparation or performance of this Agreement shall be confidential and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transactions contemplated by this Agreement.

4.2. Control. Buyer shall not, directly or indirectly, control the Translators or Permit prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the Translators and Permit prior to Closing shall remain the responsibility of Seller as the holder of the Translators and Permit.

4.3. Seller Covenants. Between the date hereof and the Closing Date, Seller shall: (i) maintain in effect the FCC Authorizations, (ii) file with the FCC all required reports with respect to the FCC Authorizations, (iii) promptly deliver to Buyer copies of any material reports, applications or written responses to the FCC related to the FCC Authorizations which are filed during such period, and (iv) not modify the FCC Authorizations (except as may be requested by Buyer). Notwithstanding the foregoing, Seller hereby covenants and agrees to cooperate with Buyer with regard to Buyer preparing and filing contingent modification applications for the Translators and Permit pursuant to Section 73.3517 of the FCC's Rules (the applications and any subsequent amendments, the "Modification Applications"). Seller shall provide written consent to Buyer for the filing of the Modification Applications as set forth in Schedule 2 attached hereto, and Seller shall associate Buyer's FRN number with the Translators and Permit so that Buyer can submit such Modification Applications in Buyer's name from Buyer's FCC CDBS Account. Buyer shall be responsible for all legal and engineering costs associated with the Modification Applications, including the response to any petitions or comments that might be filed against the Modification Applications. If any petitions or comments are filed against the FCC Assignment Application that relate to the Modification Applications, Buyer shall be responsible for responding to the same. Grant of the Modification Applications shall not be a condition to closing.

4.4. Risk of Loss. Seller shall bear the risk of any loss of the Translators and Permit at all times until the Closing Date, and Buyer shall bear the risk of any such loss thereafter.

4.5. Section 73.1150 Statement. Both the Seller and Buyer agree that the Seller has retained no rights of reversion of the Translators or Permit, no right to the reassignment of the Translators or Permit in the future, and has not reserved the right to use the facilities of the Translators or Permit in the future for any reason whatsoever.

ARTICLE 5  
SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

5.1. Closing Deliveries. Buyer shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.2.

5.2. FCC Consent. The FCC Consent shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

5.3. Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Buyer contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct, except to the extent changes are permitted or contemplated pursuant to this Agreement.

(b) Buyer shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

ARTICLE 6  
BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

6.1. Closing Deliveries. Seller shall have made, or be ready, willing and able to concurrently make, the Closing deliveries described in Section 7.1.

6.2. FCC Consent. The FCC Consent shall have been obtained but, should a petition to deny or other objection have been filed against the FCC Assignment Application, at Buyer's option the FCC Consent shall have become Final. Additionally, no court or governmental order prohibiting Closing shall be in effect.

6.3. Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Seller contained in this Agreement was true and correct as of the date when made and is deemed to be made again on and as of the Closing Date and is then true and correct, except to the extent changes are permitted or contemplated pursuant to this Agreement.

(b) Seller shall have performed and complied with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

ARTICLE 7  
CLOSING DELIVERIES

7.1. Seller Documents. At Closing, Seller shall deliver to Buyer such bills of sale, assignments and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign the Assets to Buyer, free and clear of any Liens, and instruct the Escrow Agent in writing to disburse the Deposit to Seller.

7.2. Buyer Documents. At Closing, Buyer shall pay the Purchase Price in accordance with Section 1.2 hereof, and jointly execute the instructions to the Escrow Agent provided for in the preceding paragraph.

ARTICLE 8  
SURVIVAL; INDEMNIFICATION

8.1. Survival. The representations and warranties in this Agreement shall survive Closing for a period of one (1) year from the Closing Date whereupon they shall expire and be of no further force or effect.

8.2. Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer to the extent arising out of or resulting from: (i) any breach or default by Seller under this Agreement; or (ii) Seller's ownership of the Assets before Closing.

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from (i) any breach or default by Buyer under this Agreement; or (ii) Buyer's ownership of the Assets after Closing.

8.3. Procedures.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's rights or the indemnifying party's obligations except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced and provided that such notice is given within the time period described in Section 8.1.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim with counsel selected by it. In the event that the indemnifying party does not undertake such defense or opposition in a timely manner, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party's cost (subject to the right of the indemnifying party to assume defense of or

opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such Claim; and

(iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim.

#### ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1. Termination and Remedies This Agreement may be terminated prior to Closing as follows:

(a) by mutual written consent of Buyer and Seller;

(b) by written notice of Buyer to Seller if Seller breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer breaches in any material respect its representations or warranties or defaults in any material respect in the performance of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period; and

(d) by either Buyer or Seller, by written notice to the other, if the Closing has not been consummated on or before the date nine (9) months after the date of this Agreement.

In the event of termination of this Agreement under Sections 9.1(a), (b) or (d) hereof, the Deposit shall be refunded to Buyer. In the event of termination of this Agreement under Section 9.1(b) Buyer may alternatively seek specific performance of this Agreement, which the parties acknowledge would be suitable due to the unique nature of the Translators and Permit. In the event of termination of this Agreement under Section 9.1(c), Seller will be entitled to the Deposit.



Each party shall give the other prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Notwithstanding anything contained herein to the contrary, Section 4.1 (Confidentiality) and Section 9.7 (Expenses) shall survive any termination of this Agreement.

9.2. Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

9.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer may assign its rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Seller. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

9.4. Amendments. 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.

9.5. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of North Carolina without giving effect to the choice of law provisions thereof.

9.6. Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as set forth on Exhibit B attached hereto (or to such other address as any party may request by written notice).

9.7. Expenses. Each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that the FCC filing fees with respect to the request for FCC Consent shall be paid by Buyer.

9.8. Entire Agreement. This Agreement (including the Exhibits and Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the

subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

9.9. Counterparts. This Agreement may be executed in separate counterparts (including faxed or e-mailed in PDF or other image format), each of which will be deemed an original and all of which together will constitute one and the same agreement.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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

**SELLER:**

**POSITIVE ALTERNATIVE RADIO, INC.**

By: Edward A. Baker  
Name: Edward A. Baker  
Title: President

**BUYER:**

**EASTERN AIRWAVES, LLC**

By: \_\_\_\_\_  
Name: Donald W. Curtis  
Title: Manager

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

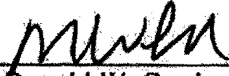
**SELLER:**

**POSITIVE ALTERNATIVE RADIO, INC.**

By: \_\_\_\_\_  
Name: Edward A. Baker  
Title: President

**BUYER:**

**EASTERN AIRWAVES, LLC**

By:   
Name: Donald W. Curtis  
Title: Manager

**EXHIBIT A**

Escrow Agreement

**EXHIBIT B**

Notices to Seller:

Edward A. Baker, President  
Positive Alternative Radio, Inc.  
P.O. Box 889  
Blacksburg, VA 24063

with a copy (which shall not  
constitute notice) to:

Cary S. Tepper  
Tepper Law Firm, LLC  
4900 Auburn Avenue  
Suite 100  
Bethesda, Maryland 20814-2632  
Facsimile: (301) 718-1818  
Email: tepperlaw@aol.com

Notices to Buyer:

Eastern Airwaves, LLC  
3012 Highwoods Blvd., #201  
Raleigh, NC 27604  
Attention: Donald W. Curtis

with a copy (which shall not  
constitute notice) to:

Coe W. Ramsey, Esq.  
Brooks Pierce McLendon Humphrey  
& Leonard, LLP  
P. O. Box 1800  
Raleigh, NC 27602  
Facsimile: (919) 839-0304  
Email: cramsey@brookspierce.com

**SCHEDULE 1**

(Attached)



United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST TRANSLATOR/BOOSTER**  
**STATION LICENSE**

Authorizing Official:

Official Mailing Address:

POSITIVE ALTERNATIVE RADIO, INC.  
P.O. BOX 889  
BLACKSBURG VA 24063

Penelope A. Dade  
Supervisory Analyst  
Audio Division  
Media Bureau

Facility Id: 93127

Call Sign: W263CC

License File Number: BLFT-20120213AAG

Grant Date: March 06, 2012

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

This license covers permit no.: BPFT-20111116AJY

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.



Callsign: W263CC

License No.: BLFT-20120213AAG

Name of Licensee: POSITIVE ALTERNATIVE RADIO, INC.

Principal community to be served: VA-DANVILLE

Primary Station: WTTX-FM (FM) , Channel 296, APPOMATTOX, VA

Via: Direct - off-air

Frequency (MHz): 100.5

Channel: 263

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 36 deg 44 min 30 sec

West Longitude: 79 deg 23 min 07 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules.

Transmitter output power: 0.026 kW

Antenna type: (directional or non-directional): Non-Directional  
Description: NIC BKG77

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.01	0.01
Height of radiation center above ground (Meters):	26	26
Height of radiation center above mean sea level (Meters):	355	355

Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 27 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Callsign: W263CC

License No.: BLFT-20120213AAG

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.

\*\*\* END OF AUTHORIZATION \*\*\*



United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST TRANSLATOR/BOOSTER**  
**STATION LICENSE**

Authorizing Official:

Official Mailing Address:

POSITIVE ALTERNATIVE RADIO, INC.  
P.O. BOX 889  
BLACKSBURG VA 24063

Penelope A. Dade  
Supervisory Analyst  
Audio Division  
Media Bureau

Facility Id: 141143

Call Sign: W234BZ

License File Number: BLFT-20151009AAB

Grant Date: December 08, 2015

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

This license covers permit no.: BNPFT-20130827ABV

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.

Callsign: W234BZ

License No.: BLFT-20151009AAB

Name of Licensee: POSITIVE ALTERNATIVE RADIO, INC.

Principal community to be served: NC-INDIAN TRAILS

Primary Station: WTJY (FM) , Channel 208, ASHEBORO, NC

Via: Direct - off-air

Frequency (MHz): 94.7

Channel: 234

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 35 deg 06 min 52 sec

West Longitude: 80 deg 36 min 45 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules.

Transmitter output power: 0.034 kW

Antenna type: (directional or non-directional): Non-Directional

Description: NIC BKG77

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.01	0.01
Height of radiation center above ground (Meters):	57	57
Height of radiation center above mean sea level (Meters):	246	246

Antenna structure registration number: 1033732

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

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.

\*\*\* END OF AUTHORIZATION \*\*\*



United States of America  
**FEDERAL COMMUNICATIONS COMMISSION**  
**FM BROADCAST TRANSLATOR/BOOSTER STATION**  
**CONSTRUCTION PERMIT**

Authorizing Official:

Official Mailing Address:

POSITIVE ALTERNATIVE RADIO, INC.  
P.O. BOX 889  
BLACKSBURG VA 24063

James D. Bradshaw  
Deputy Chief  
Audio Division  
Media Bureau

Facility Id: 141736

Call Sign: W284CL

Permit File Number: BNPFT-20130827ABT

Grant Date: December 24, 2013

This permit expires 3:00 a.m.  
local time, 36 months after the  
grant date specified above.

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Name of Permittee: POSITIVE ALTERNATIVE RADIO, INC.

Principal community to be served: NC-SANFORD

Primary Station: WRFE (FM) , Channel 207, CHESTERFIELD, SC

Via: Direct - off-air

Frequency (MHz): 104.7

Channel: 284

Hours of Operation: Unlimited

Callsign: W284CL

Permit No.: BNPFT-20130827ABT

Antenna Coordinates: North Latitude: 35 deg 26 min 26 sec

West Longitude: 79 deg 12 min 53 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission

Antenna type: (directional or non-directional): Non-Directional

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.01	0.01
Height of radiation center above ground (Meters):	70	70
Height of radiation center above mean sea level (Meters):	221	221

Antenna structure registration number: 1002870

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 Prior to commencing operation, permittee must submit documentation to the Commission demonstrating that the translator is able to receive the signal of the primary station specified in this permit directly off-air, pursuant to 47 CFR Section 74.1231(b). The documentation should include, at a minimum, the signal strength of the primary station at the translator receive/transmit site, the type of receive antenna utilized, and any other details necessary to definitively show that the signal can be received directly off-air.
- 2 During installation of the antenna authorized herein, AM Station(s) listed below shall determine operating power by the indirect method. Upon completion of the installation, antenna impedance measurements on the AM antenna shall be made and, prior to or simultaneous with the filing of the application for license to cover this permit, the results submitted to the Commission (along with a tower sketch of the installation) in an FCC Form 302-AM application for the AM station to return to the direct method of power determination.

(Revised January 28, 1983)

WWGP(AM), SANFORD, NC, 1050 KHZ

Callsign: W284CL

Permit No.: BNPFT-20130827ABT

Special operating conditions or restrictions:

- 3 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.
- 4 Prior to commencing program test operations, FM Translator or FM Booster permittee must have on file at the Commission, FCC Form 350, Application for an FM Translator or FM Booster Station License, pursuant to 47 C.F.R. Section 74.14.

\*\*\* END OF AUTHORIZATION \*\*\*

**Schedule 2**

**(attached)**



**Positive Alternative Radio, Inc.  
P.O. Box 889  
Blacksburg, VA 24063**

Donald W. Curtis  
Eastern Airwaves, LLC  
3012 Highwoods Blvd., #201  
Raleigh, NC 27604

Dear Donald:

This letter of consent is being provided by Positive Alternative Radio, Inc. ("PAR") to you pursuant to Section 73.3517(a) of the rules of the Federal Communications Commission ("FCC") with regard to the proposed contingent modification applications for W263CC (Danville, VA), W234BZ (Indian Trails, NC) and W284CL (Sanford, NC).

PAR proposes to assign each of the above-referenced FM translator stations or permits to Eastern Airwaves, LLC. As part of the FCC assignment process, you wish to modify each of these translator stations or permits. This consent letter is provided by PAR to allow the filing of the W263CC, W234BZ and W284CL modification applications by Eastern Airwaves, LLC in the upcoming Special Filing Window commencing January 29, 2016 in association with the FCC assignment application.

The foregoing statements are true, and are made under the penalty of perjury.

Sincerely,



Edward A. Baker  
President

January 19, 2016