

## **AGREEMENT TO MAKE A DONATION**

Agreement to Make a Donation, made and entered into this \_\_\_\_ day of December, 2002, by and between Kovas Communications of Indiana, Inc., an Indiana corporation (hereinafter sometimes referred to as "Kovas" or "Donor"); and the Raymond S. and Dorothy N. Moore Foundation, Inc., a California not for profit corporation (hereinafter sometimes referred to as "the Moore Foundation", or "Donee"):

### **W I T N E S S E T H:**

Whereas, the Donor owns a certain AM broadcast station, situated at Auburn, Indiana, having the call letters WGLL and licensed to operate by the Federal Communications Commission ("FCC") under the Facility Identifier Number 8076; and

WHEREAS, the Donor also owns a certain low power television station at Auburn, Indiana, having the call letters W07CL, FCC Facility Identifier Number 8077; and

WHEREAS, the Donor wishes to donate the aforesaid AM broadcast station and the LPTV station (collectively, the "Stations") to the Donee and the Donee wishes to accept such donation; and

WHEREAS, such donation requires the prior consent of the FCC;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, it is agreed as follows:

**1. Assets to be Donated:** The assets to be donated comprise a piece of real estate, including a building and two towers (a legal description of the real estate is attached and marked Exhibit A); certain personal property, consisting of broadcast equipment, furniture and fixtures (an inventory of such personal property is attached and marked Exhibit B); and the licenses for the Stations, subject to prior FCC consent to the assignment of such licenses from Donor to Donee.

**2. Application to the FCC:** Within five (5) days of the date of this Agreement, Donor and Donee will file an application with the FCC for its consent to the transactions contemplated by this Agreement. The filing fees will be paid by the Donee. Donor and Donee will vigorously prosecute the application and do all things reasonably necessary and/or appropriate to obtain a grant thereof.

**3. Closing:** Within five (5) days after the FCC issues an Order, consenting to the transactions contemplated by this Agreement, a closing will be held at the offices of the Stations or at such other place as may be convenient to the parties. At the closing, the real estate will be conveyed to the Donee by warranty deed (or, if that is not practicable, by quit claim deed). The personal property will be conveyed by bill of sale, and the licenses will be conveyed by a written instrument of assignment. Furthermore, Donee will furnish Donor with a written instrument,

acknowledging the receipt of all of the donated assets, and affirming that Donee is a qualified tax exempt entity under Section 501(c)(3) of the Internal Revenue Code (26 U.S.C. Section 501(c)(3)).

**4. Donor's Warranties:** Because the assets to be conveyed are a free gift to the Donee, such assets are to be conveyed on a "where is, as is" basis, and Donor makes no warranties whatsoever with respect to the condition of such assets. The assets will, however, be delivered free and clear of all liens and encumbrances of any kind, whatsoever.

**5. Donee's Warranties:** Donee represents and warrants that it is a tax exempt charitable entity, qualified under Section 501(c)(3) of the Internal Revenue Code.

**6. Donor's Legal Expenses:** To the extent that the Donor incurs reasonable legal expenses connected with this Agreement, or with the FCC application(s), or with the conveyance of the assets, including the real estate, Donee will, at closing, reimburse Donor for all such expenses.

**7. Notices:** Any notice required by this APA shall be sent by electronic means or Federal Express or equivalent overnight delivery service, addressed as follows:

If to Kovas: Mr. Frank S. Kovas  
Kovas Communications of Indiana, Inc.  
2212 Inverness Lakes Crossing  
Ft. Wayne, IN 46804  
Fax: (260) 432-0986

With a Copy to: Lauren A. Colby, Esq.  
10 E. Fourth Street  
Frederick, MD 21701  
Fax: (301) 695-8734

If to the Moore Foundation: Mr. Raymond C. Alexander  
1015 Valdosta Drive  
Ft. Wayne, IN 46825  
Fax: \_\_\_\_\_

With a Copy to:

**8. Indiana Contract:** This Agreement is an Indiana contract and shall be construed and interpreted in accordance with the laws of that state (other than laws relating to conflicts of laws).

WHEREFORE, the premises considered, the parties have set the hands and seals of their authorized representatives on the day and year above written.

**KOVAS COMMUNICATIONS OF INDIANA, INC.**

By: \_\_\_\_\_

Frank Kovas

Title: President

**THE RAYMOND S. AND DOROTHY N. MOORE FOUNDATION**

By: \_\_\_\_\_

Raymond S. Moore

Title: \_\_\_\_\_