

## DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is made as of October 10, 2018 by and between Edgewater Broadcasting, Inc., an Idaho non-profit corporation ("Edgewater"), and Radio by Grace, Inc. a Texas non-profit corporation ("RBG").

### Recitals

A. Edgewater owns and operates a number of non-profit, Christian-based radio broadcast stations pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC");

B. Edgewater has determined that it is in its best interests to cease doing business and transfer all of its assets to RBG, another non-profit entity, formed as a 501(c)(3) corporation under the Internal Revenue Code of 1986 (the "Code");

C. RBG desires to continue the non-profit based operations of Edgewater under the terms and conditions hereof.

### 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: DONATION OF ASSETS

1.1 Donation of Station Assets. Edgewater shall assign, transfer, convey and deliver to RBG, and RBG shall acquire from Edgewater, all right, title and interest of Edgewater in and to the following assets and properties of Edgewater, real and personal, tangible and intangible, that are used or held for use exclusively in the operation of the radio stations as listed on *Schedule 1* (the "Stations");

(a) all licenses, permits and other authorizations issued to Edgewater by the FCC with respect to the Stations (the "FCC Licenses"), including those described on *Schedule 1*, including any renewals or modifications thereof between the date hereof and Closing;

(b) all of Edgewater's equipment, transmitters, antennas, cables, towers, furniture, fixtures, spare parts and other tangible personal property of every kind and description that are used or held for use exclusively in the operation of the Stations, including, but not limited to, those items listed on *Schedule 2*, except for any retirements or dispositions thereof made between the date hereof and Closing in the ordinary course of business (the "Tangible Personal Property"); the parties agree and understand that the Tangible Personal Property is being transferred in AS-IS-WHERE-IS condition;

(c) all of Edgewater's real property whether, owned or leased, tower leases, building leases and fee interests (including any appurtenant easements, improvements located thereon) listed on *Schedule 3* ("Real Property") the parties agree and understand that the Real Property is being transferred in AS-IS-WHERE-IS condition;

- (d) all of Edgewater's rights in and to the Stations' call letters;
- (e) Edgewater's rights in and to the Stations' local public files and engineering data related exclusively to the Stations;
- (f) all cash and cash equivalents of Edgewater, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments;
- (g) all promissory notes, investment accounts and investment property, if any;
- (h) all of the Stations' contracts and agreements;
- (i) the Stations' accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Effective Time (defined below) or otherwise arising during or attributable to any period prior to the Effective Time (the "A/R");
- (j) any non-transferable shrink-wrapped computer software and any other non-transferable computer licenses that are not material to the operation of the Stations;
- (k) all rights and claims of Edgewater, whether mature, contingent or otherwise, against third parties with respect to the Stations and the Station Assets, to the extent arising during or attributable to any period prior to the Effective Time;
- (l) all deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Edgewater receives a credit therefor under Section 1.6 in which case such deposits and prepaid expenses shall be transferred and assigned as a Station Asset;
- (m) computers and other assets located at Edgewater's or its affiliates' headquarters, and any other operating systems and related assets that are used in the operation of Edgewater's or its affiliates' other Stations;
- (n) all assets used or held for use in the operation of any other radio Stations owned or operated by Edgewater or an affiliate of Edgewater; and
- (o) the Stations' format, contracts, advertising and trade agreements, programming agreements, trademarks, trade names, service marks, copyrights, domain names, programs and programming material, jingles, slogans, logos and other intangible property which are used or held for use in the operation of the Stations, along with any programming information and studies, marketing and demographic data, advertising studies, lists of advertisers, credit and sales reports, and all records relating to Excluded Assets.

All of the above described assets shall be referenced to as the "Station Assets".

Subject to the limitations in 1.1(b) and 1.1(c) the Station Assets shall be transferred to RBG free and clear of liens, claims and encumbrances ("Liens") except for Assumed Obligations (defined in Section 1.3), liens for taxes not yet due and payable, if any, liens that will be released at or prior to Closing, and, with respect to the Real Property, such other easements, rights of way, building and use restrictions and other exceptions that do not in any material respect detract from

the value of the property subject thereto or impair the use thereof in the ordinary course of the business of the Stations (collectively, "Permitted Liens").

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title and interest therein (the "Excluded Assets"):

(a) Edgewater's corporate charter documents, and books and records relating to the organization, existence or membership of Edgewater; and

(b) all pension, profit sharing plans and trusts and the assets thereof and any other employee benefit plan or arrangement and the assets thereof, if any, maintained by Edgewater.

1.3 Assumption of Obligations. Subject to *Schedule 4*, RBG assumes all obligations and liabilities of Edgewater related to the donated assets, as Edgewater will be transferring any all business assets to RBG. All obligations and liabilities assumed by RBG as set forth on *Schedule 4* shall be the "Assumed Obligations";

1.4 Closing. Subject to satisfaction or waiver of the closing conditions set forth in Articles 6 and 7, consummation of the transfer and donation of the Station Assets provided for in this Agreement (the "Closing") will take place on a mutually agreeable date within ten (10) business days after FCC Consent (defined below) (the "Closing Date").

1.5 FCC Consent.

(a) Within five (5) business days of the date of this Agreement, RBG and Edgewater shall file applications with the FCC (the "FCC Applications") requesting FCC consent to the assignment of the FCC Licenses to RBG. FCC consent to the FCC Applications without any material adverse conditions other than those of general applicability is referred to herein as the "FCC Consent". RBG and Edgewater shall diligently prosecute the FCC Applications and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible.

(b) RBG and Edgewater shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. RBG and Edgewater shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

## ARTICLE 2: EDGEWATER REPRESENTATIONS AND WARRANTIES

Edgewater makes the following representations and warranties to RBG:

2.1 Organization. Edgewater is duly organized, validly existing and in good standing under the laws of the State of Idaho and is duly qualified as a foreign corporation in any State where such registration maybe required.. Edgewater has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to

be made by Edgewater pursuant hereto (collectively, the “Edgewater Ancillary Agreements”) and to consummate the transactions contemplated hereby.

2.2 Authorization. The execution, delivery and performance of this Agreement and the Edgewater Ancillary Agreements by Edgewater have been duly authorized and approved by all necessary action of Edgewater and do not require any further authorization or consent of Edgewater. This Agreement is, and each Edgewater Ancillary Agreement when made by Edgewater and the other parties thereto will be, a legal, valid and binding agreement of Edgewater 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. Except for the FCC Consent, the execution, delivery and performance by Edgewater of this Agreement and the Edgewater Ancillary Agreements and the consummation by Edgewater of any of the transactions contemplated hereby does not conflict with any organizational documents of Edgewater, any contract or agreement to which Edgewater is a party or by which it is bound, or any law, judgment, order, or decree to which Edgewater is subject, or require the consent or approval of, or a filing by Edgewater with, any governmental or regulatory authority or any third party. Notwithstanding the above, Edgewater makes no representation or warranty as to the assignability or transferability of any contract or lease which requires the consent or agreement of a third party in order to effectuate assignment or transfer. RBG is solely responsible, through the exercise of its due diligence rights, for determining the extent to which each and every lease or contract subject to this Agreement is freely assignable or transferrable; provided that, to the extent any lease or contract is non-assignable, Edgewater agrees to take reasonable steps to assist RBG in obtaining any consent.

2.4 FCC Licenses. Except as set forth on *Schedule 1*:

Edgewater is the holder of the FCC Licenses described on *Schedule 1*, which are all of the licenses, permits and authorizations required for the present operation of the Stations. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending, or, to Edgewater’s knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability). There is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Stations or against Edgewater with respect to the Stations that could result in any such action. The Stations are operating in compliance in all material respects with the FCC Licenses, the Communications Act of 1934, as amended (the “Communications Act”), and the rules, regulations and policies of the FCC. All material reports and filings required to be filed with the FCC by Edgewater with respect to the Stations have been timely filed. All such reports and filings are accurate and complete in all material respects.

2.5 Taxes. Edgewater has, in respect of the Stations’ business, filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law, and has paid

all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.6 Personal Property. *Schedule 2* contains a list of material items of Tangible Personal Property included in the Station Assets. Edgewater has good and marketable title to the Tangible Personal Property free and clear of Liens other than Permitted Liens. The parties agree and understand that the Tangible Personal Property is being transferred in an AS-IS-WHERE-IS condition, without any representation or warranty as to condition.

2.7 Real Property. *Schedule 3* contains a description of the Real Property. Edgewater has good and marketable fee simple title to the Real Property described on *Schedule 3*, or valid leasehold interests therein, the parties agree and understand that the Real Property is being transferred in AS-IS-WHERE-IS condition. To Edgewater's knowledge, the Real Property is not subject to any suit for condemnation or other taking by any public authority.

2.8 Environmental. To Edgewater's knowledge, no hazardous or toxic substance or waste regulated under any applicable environmental, health or safety law has been generated, stored, transported or released on, in, from or to the Real Property included in the Station Assets. To Edgewater's knowledge, Edgewater has complied in all material respects with all environmental, health and safety laws applicable to the Stations and the Real Property. None of the Real Property has been designated as "wetlands" or other federal, state or local protected land.

2.9 Employees. Edgewater has complied in all material respects with all labor and employment laws, rules and regulations applicable to the Stations' business, including without limitation those which relate to prices, wages, hours, discrimination in employment and collective bargaining. There is no unfair labor practice charge or complaint against Edgewater in respect of the Stations' business pending or, to Edgewater's knowledge, threatened before the National Labor Relations Board, any state labor relations board or any court or tribunal, and there is no strike, dispute, request for representation, slowdown or stoppage pending or threatened in respect of the Stations' business. Edgewater is not party to any collective bargaining, union or similar agreement with respect to the employees of Edgewater at the Stations, and to Edgewater's knowledge, no union represents or claims to represent or is attempting to organize such employees.

2.10 Insurance. Edgewater maintains insurance policies or other arrangements with respect to the Stations and the Station Assets consistent with its practices for other Stations, and will maintain such policies or arrangements until the Effective Time.

2.11 Compliance with Law. To its knowledge, Edgewater has complied in all material respects with all laws, rules and regulations of the FCC and Federal Aviation Administration applicable to the operation of the Stations. To its knowledge, Edgewater has complied with all decrees and orders of any court or governmental authority which are applicable to the operation of the Stations, and to Edgewater's knowledge, there are no governmental claims or investigations pending or threatened against Edgewater in respect of the Stations except those affecting the industry generally.

2.12 Litigation. There is no action, suit or proceeding pending or, to Edgewater's knowledge, threatened against Edgewater in respect of the Stations that will subject RBG to liability or which will affect Edgewater's ability to perform its obligations under this Agreement. Edgewater is not operating under or subject to any order, writ, injunction or decree relating to the Stations or the Station Assets of any court or governmental authority which would have a material adverse effect on the condition of the Stations or any of the Station Assets or on the ability of Edgewater to enter into this Agreement or consummate the transactions contemplated hereby, other than those of general applicability.

2.13 No Undisclosed Liabilities. There are no liabilities or obligations known to Edgewater with respect to the Stations other than the Assumed Obligations identified in *Schedule 4*.

2.14 Station Assets. The Station Assets include all assets that are owned or leased by Edgewater and used or held for use exclusively in the operation of the Stations in all material respects as currently operated, except for the Excluded Assets.

2.15 Brokers. There is no broker or finder or other person who would have any valid claim against Edgewater for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of, or action taken by, Edgewater.

### ARTICLE 3: RBG REPRESENTATIONS AND WARRANTIES

RBG hereby makes the following representations and warranties to Edgewater:

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

3.2 Authorization. The execution, delivery and performance of this Agreement and the RBG Ancillary Agreements by RBG have been duly authorized and approved by RBG and do not require any further authorization or consent of RBG. This Agreement is, and each RBG Ancillary Agreement when made by RBG and the other parties thereto will be, a legal, valid and binding agreement of RBG 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. Except for the FCC Consent, the execution, delivery and performance by RBG of this Agreement and the RBG Ancillary Agreements and the consummation by RBG of any of the transactions contemplated hereby does not conflict with any organizational documents of RBG, any contract or agreement to which RBG is a party or by which it is bound, or any law, judgment, order or decree to which RBG is subject, or require the

consent or approval of, or a filing by RBG with, any governmental or regulatory authority or any third party.

3.4 Litigation. There is no action, suit or proceeding pending or, to RBG's knowledge, threatened against RBG which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of RBG to perform its obligations hereunder.

3.5 Qualification. RBG is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Act and the rules, regulations and policies of the FCC. There are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify RBG as an assignee of the FCC Licenses or as the owner and operator of the Stations. No waiver of or exemption from any FCC rule or policy is necessary for the FCC Consent to be obtained. To RBG's knowledge, there are no matters which might reasonably be expected to result in the FCC's denial or delay of approval of the FCC Applications.

3.6 Brokers. There is no broker or finder or other person who would have any valid claim against RBG for a commission or brokerage fee or payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement of, or action taken by, RBG.

#### ARTICLE 4: EDGEWATER COVENANTS

4.1 Edgewater's Covenants. Between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of RBG, which shall not be unreasonably withheld, delayed or conditioned, Edgewater shall:

(a) operate the Stations in the ordinary course of business and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders;

(b) not materially adversely modify, and in all material respects maintain in full force and effect, the FCC Licenses;

(c) maintain the Tangible Personal Property in substantially the same or better condition as on the date of this Agreement, ordinary wear and tear excepted;

(d) not other than in the ordinary course of business, sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets unless replaced with similar items of substantially equal or greater value and utility, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens, and not dissolve, liquidate, merge or consolidate with any other entity;

(e) upon reasonable notice, give RBG and its representatives reasonable access during normal business hours to the Station Assets, and furnish RBG with information relating to the Station Assets that RBG may reasonably request, provided that such access rights

shall not be exercised in a manner that interferes with the operation of the Stations or other Stations owned by Edgewater or its affiliates;

(f) except in the ordinary course of business and as otherwise required by law, not (i) enter into any employment, labor, or union agreement or plan (or amendments of any such existing agreements or plan) that will be binding upon RBG after Closing or (ii) increase the compensation payable to any employee of the Stations; and

(g) not enter into contracts that will be binding upon RBG after Closing.

#### ARTICLE 5: JOINT COVENANTS

RBG and Edgewater hereby covenant and agree as follows:

5.1 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 for the purpose of consummating the transactions contemplated by this Agreement.

5.2 Announcements. Prior to Closing, no party shall, without the prior written consent of the other (such consent not to be unreasonably withheld or delayed), issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law (in which case such party shall give advance notice to the other and the parties shall cooperate to make a mutually agreeable announcement), and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the FCC Applications and thereby become public.

5.3 Control. RBG shall not, directly or indirectly, control, supervise or direct the operation of the Stations prior to Closing. Consistent with the Communications Act and the FCC rules and regulations, control, supervision and direction of the operation of the Stations prior to Closing shall remain the responsibility of Edgewater as the holder of the FCC Licenses.

5.4 Employees. Edgewater has provided RBG a list showing employee positions and basic compensation for employees of the Stations. RBG may, but is not obligated to, offer post-Closing employment to such employees.

5.5 Actions. After Closing, RBG shall cooperate with Edgewater in the investigation, defense or prosecution of any action which is pending or threatened against Edgewater or its affiliates with respect to the Stations, whether or not any party has notified the other of a claim for indemnification with respect to such matter. Without limiting the generality of the foregoing, RBG shall make available its employees to give depositions or testimony and shall preserve and furnish all documentary or other evidence that Edgewater may reasonably request; provided that RBG shall be reimbursed for any of its reasonable out-of-pocket costs and expenses related thereto.



5.6 FCC Compliance. If after Closing the FCC Consent is reversed or otherwise set aside, and there is a final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Licenses to Edgewater, then the donation of the Station Assets shall be rescinded. In such event, RBG shall reconvey to Edgewater the Station Assets free and clear of Liens other than Permitted Liens, and Edgewater shall reassume any Assumed Obligations. Any such rescission shall be consummated on a mutually agreeable date within thirty (30) days of such final order (or, if earlier, within the time required by such order). In connection therewith, RBG and Edgewater shall each execute such documents and make such payments as are necessary to give effect to such rescission.

5.7 Phase I. RBG may, at its expense, conduct a Phase I environmental assessment (a “Phase I”) of the Real Property prior to Closing, provided that such assessment is conducted during normal business hours upon reasonable prior notice.

5.8 Due Diligence Examination. RBG has conducted such review and inspection of the books, records, operations, business and financial statements of Edgewater that it deems necessary and RBG is satisfied with such review in its sole discretion.

#### ARTICLE 6: EDGEWATER CLOSING CONDITIONS

The obligation of Edgewater 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 Edgewater):

##### 6.1 Representations and Covenants.

(a) The representations and warranties of RBG made in this Agreement, shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by RBG at or prior to Closing shall have been complied with or performed in all material respects.

(c) Edgewater shall have received a certificate dated as of the Closing Date from RBG executed by an authorized officer of RBG to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

6.2 Proceedings. Neither Edgewater nor RBG shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Authorization. The FCC Consent shall have been obtained.

6.4 Deliveries. RBG shall have complied with its obligations set forth in Section 8.2.

#### ARTICLE 7: RBG CLOSING CONDITIONS

The obligation of RBG 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 RBG):

7.1 Representations and Covenants.

(a) The representations and warranties of Edgewater made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement.

(b) The covenants and agreements to be complied with and performed by Edgewater at or prior to Closing shall have been complied with or performed in all material respects.

(c) RBG shall have received a certificate dated as of the Closing Date from Edgewater executed by an authorized officer of Edgewater to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

7.2 Proceedings. Neither Edgewater nor RBG shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

7.3 FCC Authorization. The FCC Consent shall have been obtained.

7.4 Deliveries. Edgewater shall have complied with its obligations set forth in Section 8.1.

7.5 Due Diligence Examination. RBG has conducted such review and inspection of the books, records, operations, business and financial statements of Edgewater that it deems necessary and RBG is satisfied with such review in its sole discretion of those items and the schedules delivered pursuant to Section 11.1(b).

7.6 Title. Edgewater shall provide to RBG a title commitment on any Real Property that RBG designates, updated within thirty (30) days of the date of this Agreement, with such commitment showing no material title defects or encumbrances, other than Permitted Liens, as determined by RBG in its sole discretion. The cost of the owner's title policy in favor of RBG shall be paid by Edgewater.

ARTICLE 8: CLOSING DELIVERIES

8.1 Edgewater Documents. At Closing, Edgewater shall deliver or cause to be delivered to RBG:

(i) good standing certificates issued by the Secretary of State of Edgewater's jurisdiction of formation;

(ii) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;

(iii) an assignment of FCC authorizations assigning the FCC Licenses from Edgewater to RBG;

(iv) a general warranty deed conveying the Real Property from Edgewater to RBG, or in the case of leasehold interests, assignment of leases in a form acceptable to RBG;

(v) a statement of donation conveying the other Station Assets from Edgewater to RBG; and

(vi) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station Assets from Edgewater to RBG, free and clear of Liens, except for Permitted Liens.

8.2 RBG Documents. At Closing, RBG shall deliver or cause to be delivered to Edgewater:

(i) a good standing certificate issued by the Secretary of State of RBG's jurisdiction of formation as a non-profit organization;

(ii) certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby; and

(iii) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

#### ARTICLE 9: SURVIVAL; INDEMNIFICATION

9.1 Survival. The representations and warranties in this Agreement shall survive Closing for a period of two (2) years from the Closing Date, whereupon they shall expire and be of no further force or effect, except that if within such period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the earlier of resolution of such claim or expiration of the applicable statute of limitations. The covenants and agreements in this Agreement shall survive Closing until performed.

#### 9.2 Indemnification.

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

(i) any breach by Edgewater of its representations and warranties made under this Agreement; or

(ii) any default by Edgewater of any covenant or agreement made under this Agreement; or

(iii) the Retained Obligations;

(b) From and after Closing, RBG shall defend, indemnify and hold harmless Edgewater from and against any and all Damages incurred by Edgewater arising out of or resulting from:

(i) any breach by RBG of its representations and warranties made under this Agreement; or

(ii) any default by RBG of any covenant or agreement made under this Agreement; or

(iii) RBG agrees to hold Edgewater and/or its Directors harmless and shall defend, indemnify and hold harmless Edgewater from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses incurred by Edgewater and/or its Directors arising out of or resulting from any claims arising and related to the Assumed Obligations contained in *Schedule 4*; or

(iv) the business or operations of the Stations after the Effective Time.

### 9.3 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 9.1.

(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;

(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; and

(iv) neither party shall have any liability to the other under any circumstances for special, indirect, consequential, punitive or exemplary damages or lost profits or similar damages of any kind, whether or not foreseeable.

#### ARTICLE 10: TERMINATION AND REMEDIES

10.1 Termination. This Agreement may be terminated prior to Closing as follows:

(a) by mutual written consent of RBG and Edgewater;

(b) by written notice of RBG to Edgewater if (i) Edgewater breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is not cured within the Cure Period (defined below), or (ii) RBG determines not to proceed with the transaction hereunder as a result of the due diligence investigation conducted by it;

(c) by written notice of Edgewater to RBG if RBG breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement and such breach or default is not cured within the Cure Period; or

(d) by written notice of Edgewater to RBG or RBG to Edgewater if Closing does not occur by the date nine (9) months after the date of this Agreement.

#### ARTICLE 11: MISCELLANEOUS

11.1 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. The filing fee applicable to the request for FCC Consent shall be paid by Edgewater. Edgewater shall be solely responsible for all governmental taxes, fees and charges applicable to the transfer of the Station Assets under this Agreement.

11.2 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.

11.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto. 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.

11.4 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 follows (or to such other address as any party may request by written notice):

if to RBG: Radio by Grace, Inc.  
4111 Plains Blvd.  
Amarillo, TX 79106  
Attention: William F. Gehm, Director  
Facsimile: \_\_\_\_\_

with a copy (which shall not  
constitute note) to: Mullin Hoard & Brown, LLP  
500 South Taylor, Suite 800  
P. O. Box 31656  
Amarillo, TX 79120-1656  
Attention: Jeffrey E. Ritter  
Facsimile: (806) 372-5086

if to Edgewater: Edgewater Broadcasting, Inc.  
160 Gooding St. W  
Twin Falls, ID 83301  
Attention: Clark Parrish  
Facsimile: \_\_\_\_\_

with a copy (which shall not  
constitute notice) to: Benoit Law  
P. O. Box 366  
Twin Falls, ID 83303  
Attention: Bren E. Mollerup  
Facsimile: (208) 734-1438

11.5 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.

11.6 Entire Agreement. This Agreement (including the 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, except any confidentiality agreement among the parties with respect to the Stations, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. Without limiting the generality of the foregoing, Edgewater makes no representation or warranty to RBG with respect to any projections, budgets or other estimates of the Stations' revenues, expenses or results of operations or, except as expressly set forth in Article 2, any other financial or other information made available to RBG with respect to the Stations.

11.7 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality

and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

11.8 No Beneficiaries. 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 and their successors and permitted assigns.

11.9 Governing Law; Consent to Jurisdiction; Venue. The construction and performance of this Agreement shall be governed by the laws of the State of Texas. Edgewater consents to the exclusive jurisdiction of the State of Texas, and agrees that any action related hereto shall be brought in the District Court for Potter County, Texas, or the Federal District Court, Northern District of Texas, Amarillo Division, and that venue shall be proper therein. Edgewater hereby waives any objection that such venue is improper or is an inconvenient forum. The prevailing party in a lawsuit brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

11.10 Counterparts. 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.

11.11 Schedules.

(a) The fact that any item or information is contained in the Schedules to this Agreement shall not be construed to mean that such item or information is required to be disclosed in or by this Agreement or that such item or information is material (as such term is used in this Agreement). The Schedules to this Agreement qualify all representations, warranties and covenants set forth in this Agreement.

(b) Edgewater shall deliver Schedules 2, 3, and 4 referenced or required by this Agreement on or before November 15, 2018.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO DONATION AGREEMENT

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

RBG:

RADIO BY GRACE, INC.

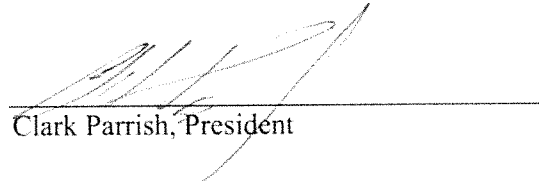
By:

  
William F. Gehm, President

EDGEWATER:

EDGEWATER BROADCASTING, INC.

By:

  
Clark Parrish, President



**Schedule 1**  
**FCC Licenses**

Stations Call Sign:  
Facility ID No.:  
Community of License:  
Frequency:  
Most Current License, File No.:  
Most Current Renewal, File No.:  
Construction Permit, File No.:  
Auxiliary Licenses:  
Antenna Structure Registrations:  
Translator Primary Station:

Donation Agreement  
Schedule 1 - FCC Licenses

| Facility_id | State | City           | Call Sign | Frequency | License Prefix | License ARN | Renewal Prefix | Renewal ARN | Permit Prefix | Permit ARN  | ASRN    | Primary | VIA     | In Network? | NCE Primary? | Commercial HD Primary |
|-------------|-------|----------------|-----------|-----------|----------------|-------------|----------------|-------------|---------------|-------------|---------|---------|---------|-------------|--------------|-----------------------|
| 93012       | TN    | BENTON         | WTSE      | 91.1      | BLED           | 20040902ABD | BRED           | 20120402AUP | BPED          | 20180907ACC | 1254089 | N/A     | Inet    | Y           | N/A          | N/A                   |
| 91030       | PA    | MARKLEYSBURG   | WLOG      | 89.1      | BLED           | 20031020ABD | BRED           | 20140402AAB | BPED          | 20090323ACY | NONE    | N/A     | Inet    | Y           | N/A          | N/A                   |
| 165954      | GA    | VIENNA         | WHRH      | 92.1      | BLED           | 20071227ABY | BRED           | 20111201QSN | BNPH          | 20060309ABB | 1020126 | N/A     | Inet    | Y           | N/A          | N/A                   |
|             |       |                |           |           |                |             |                |             |               |             |         |         |         |             |              |                       |
| 177011      | GA    | CUSSETA        | WJEP      | 91.1      | BLED           | 20091112AIL | BRED           | 20111201QSW | BMPED         | 20090901AHV | 1268920 | N/A     | Inet    | Y           | N/A          | N/A                   |
| 89511       | TN    | LAWRENCEBURG   | WZXX      | 88.5      | BLED           | 20060501AND | BRED           | 20120402AUU | BPED          | 20060412ACY | 1043151 | N/A     | Inet    | Y           | N/A          | N/A                   |
|             |       |                |           |           |                |             |                |             |               |             |         |         |         |             |              |                       |
| 138785      | FL    | PORT CHARLOTTE | W214BV    | 90.7      | BLFT           | 20070510ABX | BRED           | 20110926ABI | BPFT          | 20171220ACA | 1044098 | WLOG    | Inet    | Y           | Y            | N                     |
| 151736      | GA    | ALBANY         | W232BI    | 94.3      | BLFT           | 20171004ABH | BRFT           | 20111130ABW | BPFT          | 20171222AAA | 1019979 | WHRH    | Off-Air | Y           | Y            | N                     |
| 152214      | GA    | ATLANTA        | W209CD    | 89.7      | BLFT           | 20180322AAX | BRFT           | 20111130ABZ | BPFT          | 20171004ABS | 1206253 | WLOG    | Inet    | Y           | Y            | N                     |
| 142658      | GA    | BRUNSWICK      | W212BY    | 90.3      | BLFT           | 20140218AHP | BRFT           | 20111130ABY | BPFT          | 20130918AJH | 1020357 | WLOG    | Inet    | Y           | Y            | N                     |
| 152243      | GA    | DOUGLAS        | W201DJ    | 88.1      | BLFT           | 20110217ACE | BRFT           | 20111130ACD | BPFT          | 20101014ABE | 1019770 | WLOG    | Inet    | Y           | Y            | N                     |
| 152259      | GA    | DUBLIN         | W206BP    | 89.1      | BLFT           | 20140416ABQ | BRFT           | 20111130ACE | BPFT          | 20130806ACF | 1019980 | WLOG    | Inet    | Y           | Y            | N                     |
| 148623      | GA    | MACON          | W219DH    | 91.7      | BLFT           | 20170531ABZ | BRFT           | 20111201LBT | BPFT          | 20170323AAC | 1219560 | WLOG    | Inet    | Y           | Y            | N                     |
| 148330      | GA    | SAVANNAH       | W214BZ    | 90.7      | BLFT           | 20150402AAY | BRFT           | 20111201NCD | BPFT          | 20150204AAA | 1018332 | WLOG    | Inet    | Y           | Y            | N                     |
| 150669      | GA    | TALLAPOOSA     | W209CG    | 89.7      | BLFT           | 20091221AIU | BRFT           | 20111201NCD | BPFT          | 20130408ACP | 1267806 | WLOG    | Inet    | Y           | Y            | N                     |
| 146657      | GA    | WAYCROSS       | W204CM    | 88.7      | BLFT           | 20131024AIT | BRFT           | 20111201NCD | BPFT          | 20130403ABT | NONE    | WLOG    | Inet    | Y           | Y            | N                     |
|             |       |                |           |           |                |             |                |             |               |             |         |         |         |             |              |                       |
| 121804      | AL    | MONTGOMERY     | W220DS    | 91.9      | BLFT           | 20100701BUX | BRFT           | 20031117ACL | BPFT          | 20150416AAT | 1038437 | WLOG    | Inet    | Y           | Y            | N                     |
| 151020      | AR    | DE QUEEN       | K210DV    | 89.9      | BLFT           | 20070521ABH | BRFT           | 20120201AKW | BMPFT         | 20060331AZB | 1205809 | WLOG    | Inet    | Y           | Y            | N                     |
| 92408       | AR    | HOT SPRINGS    | K204DI    | 88.7      | BLFT           | 20151223AAN | BRFT           | 20040130BVB | BPFT          | 20151118BMK | NONE    | WLOG    | Inet    | Y           | Y            | N                     |
| 152205      | IA    | LE MARS        | K206ED    | 89.1      | BLFT           | 20090818AAU | BRFT           | 20121001ACC | BPFT          | 20090528AAD | NONE    | WLOG    | Inet    | Y           | Y            | N                     |
| 148639      | IA    | OTTUMWA        | K218EA    | 91.5      | BLFT           | 20150105ABO | BRFT           | 20121001ACI | BPFT          | 20141204ABF | NONE    | WLOG    | Inet    | Y           | Y            | N                     |
| 146700      | IA    | SIOUX CITY     | K240DE    | 95.9      | BLFT           | 20070523AEU | BRFT           | 20121001ACV | BMPFT         | 20070426ADT | 1027853 | WLOG    | K206ED  | Y           | Y            | N                     |
| 64266       | KY    | BOWLING GREEN  | W203BI    | 88.5      | BLFT           | 20120822ABH | BRFT           | 20120402ATJ | BPFT          | 20120404ACY | 1244486 | WLOG    | Inet    | Y           | Y            | N                     |
| 144206      | KY    | LEXINGTON      | W219DM    | 91.7      | BLFT           | 20090211AAT | BRFT           | 20120402ATJ | BPFT          | 20171221AAC | 1030383 | WLOG    | Inet    | Y           | Y            | N                     |
| 143879      | KY    | MOREHEAD       | W219DI    | 91.7      | BLFT           | 20080620ANM | BRFT           | 20120402ATJ | BPFT          | 20070904ACD | NONE    | WLOG    | Inet    | Y           | Y            | N                     |
| 150677      | KS    | CHANUTE        | K216GA    | 91.1      | BLFT           | 20140522AGI | BRFT           | 20130131AAC | BPFT          | 20120611AET | NONE    | WLOG    | Inet    | Y           | Y            | N                     |
|             |       |                |           |           |                |             |                |             |               |             |         |         |         |             |              |                       |
| 152545      | ID    | BURLEY         | K208FB    | 89.5      | BLFT           | 20080204AAO | BRFT           | 20130603AAE | BPFT          | 20070827ABF | NONE    | WLOG    | Inet    | Y           | Y            | N                     |
| 150127      | ID    | TWIN FALLS     | K300AZ    | 107.9     | BLFT           | 20150513AAC | BRFT           | 20130603ACC | BPFT          | 20150402AID | NONE    | WLOG    | K208FB  | Y           | Y            | N                     |
| 153127      | LA    | ARABI          | K208FC    | 89.5      | BLFT           | 20090908ACH | BRFT           | 20120131AJE | BPFT          | 20150403AAA | 1231442 | WLOG    | Inet    | Y           | Y            | N                     |
| 149168      | MI    | MANISTEE       | W218CY    | 91.5      | BLFT           | 20180402ADD | BRFT           | 20120531AOD | BPFT          | 20171215AAZ | 1004675 | WLOG    | Inet    | Y           | Y            | N                     |
| 149124      | MO    | MARYVILLE      | K219KS    | 91.7      | BLFT           | 20070601BEZ | BRFT           | 20121001ACF | BMPFT         | 20051115ADV | 1210685 | WLOG    | Inet    | Y           | Y            | N                     |
| 77029       | MS    | GULFPORT       | W209CF    | 89.7      | BLFT           | 20140617ABQ | BRFT           | 20120131AJE | BPFT          | 20120809AAC | 1214716 | WLOG    | Inet    | Y           | Y            | N                     |
| 141964      | MT    | LEWISTOWN      | K212FU    | 90.3      | BLFT           | 20160502AAJ | BRFT           | 20121128AYT | BPFT          | 20141120AAA | NONE    | WLOG    | Inet    | Y           | Y            | N                     |
| 149480      | NV    | LOVELOCK       | K208EW    | 89.5      | BLFT           | 20070524AEF | BRFT           | 20130603ABR | BMPFT         | 20070521AAE | NONE    | WLOG    | Inet    | Y           | Y            | N                     |
| 92372       | TX    | BIG SPRING     | K209DK    | 89.7      | BLFT           | 20020319ADG | BRFT           | 20130329AHU | BPFT          | 19981217TH  | 1040261 | WLOG    | Inet    | Y           | Y            | N                     |
| 91707       | TX    | SAN ANGELO     | K213EW    | 90.5      | BLFT           | 20090522ABM | BRFT           | 20130329AIY | BPFT          | 20090521AFP | 1041536 | WLOG    | Inet    | Y           | Y            | N                     |
|             |       |                |           |           |                |             |                |             |               |             |         |         |         |             |              |                       |

Donation Agreement  
Schedule 1 - FCC Licenses

|        |    |                      |        |       |      |             |      |             |       |             |         |         |         |   |   |   |
|--------|----|----------------------|--------|-------|------|-------------|------|-------------|-------|-------------|---------|---------|---------|---|---|---|
| 155099 | WA | WALLA WALLA          | K220JL | 91.9  | BLFT | 20090529AQR | BRFT | 20130925BIN | BPFT  | 20090323ACE | NONE    | WLOG    | Inet    | Y | Y | N |
| 73057  | WI | WAUSAU               | W218CC | 91.5  | BLFT | 20170824ABP | BRFT | 20120731AMV | BMPFT | 20170710AAG | 1244208 | WLOG    | Inet    | Y | Y | N |
| 155214 | WY | LARAMIE              | K213EL | 90.5  | BLFT | 20070607AAE | BRFT | 20130603AAM | BMPFT | 20061226AAP | NONE    | WLOG    | Inet    | Y | Y | N |
| 140986 | TN | CLEVELAND            | W290CA | 105.9 | BLFT | 20110317ABY | BRFT | 20120402ATJ | BPFT  | 20101029ACI | 1248834 | WTSE    | Off-Air | Y | Y | N |
|        |    |                      |        |       |      |             |      |             |       |             |         |         |         |   |   |   |
| 139105 | FL | OAKLAND PARK         | W233AP | 94.5  | BLFT | 20110729AJU | BRED | 20110926ABI | BPFT  | 20110428AAX | 1018584 | WZTU-D3 | Inet    | Y | N | Y |
| 138594 | FL | TAMARAC              | W288DD | 105.5 | BLFT | 20150601AED | BRED | 20110926ABI | BMPFT | 20150323AAE | 1224225 | WMIB-D3 | Inet    | N | N | Y |
| 153420 | SC | CHARLESTON           | W285DV | 104.9 | BLFT | 20140625AOY | BRFT | 20110729ALB | BPFT  | 20120927AOG | 1024868 | WXLY-D2 | Inet    | Y | N | Y |
| 150415 | SC | CHARLESTON           | W286AY | 105.1 | BLFT | 20171023ABF | BRFT | 20110729ALB | BPFT  | 20171005AAB | 1002319 | WXLY-D2 | Inet    | Y | N | Y |
| 155948 | CO | FORT COLLINS         | K235BT | 94.9  | BLFT | 20121105ANJ | BRFT | 20121128ALG | BPFT  | 20120615ADH | NONE    | WCOL-AM | Inet    | N | N | N |
| 150912 | AL | MOBILE               | W266CM | 101.1 | BLFT | 20161107AAB |      |             | BMPFT | 20160323ABA | 1037341 | WRKH-D3 | Inet    | Y | N | Y |
| 150854 | AL | MOBILE               | W258AY | 99.5  | BLFT | 20160322ADH | BRFT | 20111201LBQ | BPFT  | 20170210AAX | 1035830 | WRKH-D2 | Inet    | N | N | Y |
| 150276 | GA | AUGUSTA-RICHMOND COU | W287CG | 105.3 | BLFT | 20160407ABL |      |             | BMPFT | 20140320AER | 1020676 | WKSP-D2 | Inet    | Y | N | Y |
| 150411 | SC | AIKEN                | W285FJ | 104.9 | BLFT | 20160407ABN |      |             | BMPFT | 20160304ABZ | NONE    | WKSP-D2 | Inet    | Y | N | Y |
| 153230 | GA | AUGUSTA-RICHMOND COU | W292EE | 106.3 | BLFT | 20160329ABL |      |             | BMPFT | 20150821ABU | 1020677 | WLUB-D2 | Inet    | N | N | Y |
|        |    |                      |        |       |      |             |      |             |       |             |         |         |         |   |   |   |
| 155668 | TN | MEMPHIS              | W292EL | 106.3 | BLFT | 20161216ABS |      |             | BMPFT | 20160516AAH | 1039554 | WEGR-D3 | Inet    | Y | N | Y |
| 148885 | KY | WINCHESTER           | W253BK | 98.5  | BLFT | 20141031AAB |      |             | BMPFT | 20140903AGF | 1036781 | WBUL-D2 | Inet    | N | N | Y |
|        |    |                      |        |       |      |             |      |             |       |             |         |         |         |   |   |   |
| 58442  | TN | FALLING WATER        | W268AA | 101.5 | BLFT | 20170317AAA | BRFT | 20120402ALI | BMPFT | 20170309ABP | 1043839 | WPLZ-D4 | Inet    | Y | N | Y |
| 151761 | TN | CHATTANOOGA          | W224AZ | 92.7  | BLFT | 20140203AOE | BRFT | 20120402AKO | BPFT  | 20141117APL | 1043736 | WPLZ-D2 | Inet    | N | N | Y |
| 148541 | GA | CUTHBERT             | W259CA | 99.7  | BLFT | 20170322AAA | BRFT | 20111130ACB | BPFT  | 20170207ABF | 1255743 | WKN-D4  | Inet    | Y | N | Y |
|        |    |                      |        |       |      |             |      |             |       |             |         |         |         |   |   |   |
| 146174 | ID | KIMBERLY             | K228FL | 93.5  | BLFT | 20151014AEA |      |             | BPFT  | 20150807ACG | 1041912 | KXTA-D2 | Inet    | Y | N | Y |
| 152272 | ID | KIMBERLY             | K248BZ | 97.5  | BLFT | 20140905ABM |      |             | BMPFT | 20140729ADH | 1041912 | KXTA-D3 | Inet    | N | N | Y |
|        |    |                      |        |       |      |             |      |             |       |             |         |         |         |   |   |   |
| 152313 | ID | IDAHO FALLS          | K239BN | 95.7  | BLFT | 20171010AEB |      |             | BPFT  | 20170920AAA | NONE    | KQEO-D4 | Inet    | Y | N | Y |
| 150295 | ID | IDAHO FALLS          | K286BU | 105.1 | BLFT | 20141216ABV |      |             | BPFT  | 20141112AMV | NONE    | KSPZ-AM | Off-Air | N | N | N |
|        |    |                      |        |       |      |             |      |             |       |             |         |         |         |   |   |   |
| 151393 | FL | MACCLENNY            | W281AM | 104.1 | BLFT | 20180501ABS | BRED | 20110926ABI | BPFT  | 20180522AAC | 1020783 | WJKV    | Inet    | N | Y | N |
| 151721 | FL | NASSAU VILLAGE-RATLI | W285FE | 104.9 | BLFT | 20160122AHB |      |             | BPFT  | 20160126ACP | NONE    | WJKV    | Off-Air | N | Y | N |
|        |    |                      |        |       |      |             |      |             |       |             |         |         |         |   |   |   |
| 147206 | AZ | MT LEMMON            | K296GT | 107.1 | BLFT | 20170901AAZ |      |             | BMPFT | 20170822AAX | NONE    | KLTU    | Off-Air | N | Y | N |
| 151607 | CA | TRUCKEE              | K273BI | 102.5 | BLFT | 20071001AEU | BRFT | 20130731AEE | BPFT  | 20160729ANQ | NONE    | KNIS-FM | Off-Air | N | Y | N |
| 149342 | FL | WILLISTON            | W274BT | 102.7 | BLFT | 20151028AAB |      |             | BPFT  | 20151030AAA | 1029807 | WUFT-FM | Off-Air | N | Y | N |
| 152237 | GA | ATLANTA              | W257DF | 99.3  | BLFT | 20180413AAC |      |             | BPFT  | 20180530AAA | 1016652 | WCLK-FM | Off-Air | N | Y | N |
| 149343 | GA | COCHRAN              | W222BF | 92.3  | BLFT | 20150413ABF | BRFT | 20111201MFN | BPFT  | 20180509AAA | NONE    | WBKG    | Off-Air | N | Y | N |
| 149353 | ID | BURLEY               | K279CV | 103.7 | BLFT | 20160901ABU | BRFT | 20130603AAH | BPFT  | 20160811ADV | 1204756 | KLRI    | Off-Air | N | Y | N |
| 148978 | ID | POCATELLO            | K218EZ | 91.5  | BLFT | 20110505ACL | BRFT | 20130603ABZ | BPFT  | 20110211AFM | 1213130 | KLRI    | Off-Air | N | Y | N |
| 151720 | ID | POCATELLO            | K279CH | 103.7 | BLFT | 20170109AAH |      |             | BMPFT | 20170105AGN | 1226581 | KHRI    | K210DT  | N | Y | N |
| 149287 | MT | SHELBY               | K258BW | 99.5  | BLFT | 20160126ADX | BRFT | 20121128BDJ | BMPFT | 20170912AAB | NONE    | KXEI    | Off-Air | N | Y | N |
| 141979 | MT | WHITEFISH            | K230BJ | 93.9  | BLFT | 20140828AAA |      |             | BPFT  | 20180117ABF | NONE    | KFLF    | Off-Air | N | Y | N |

Donation Agreement  
Schedule 1 - FCC Licenses

|        |    |                  |        |       |      |             |      |             |       |             |         |         |         |   |   |   |
|--------|----|------------------|--------|-------|------|-------------|------|-------------|-------|-------------|---------|---------|---------|---|---|---|
| 145364 | KY | MOREHEAD         | W227AX | 93.3  | BLFT | 20070518ADN | BRFT | 20120402ALS | BPFT  | 20171127ACG | NONE    | WPYK    | Off-Air | N | Y | N |
| 146402 | SD | HOT SPRINGS      | K232EB | 94.3  | BLFT | 20070604AAX | BRFT | 20121128BKD | BPFT  | 20160728AGV | NONE    | KASD-FM | Off-Air | N | Y | N |
| 154792 | SD | RAPID CITY       | K260BT | 99.9  | BLFT | 20160414ACC |      |             | BMPFT | 20160328ACE | 1035414 | KASD-FM | Off-Air | N | Y | N |
| 153628 | TX | AMARILLO         | K280EU | 103.9 | BLFT | 20120508ACX | BRED | 20130326BAW | BPFT  | 20120320AAA | 1048954 | KXLV    | Off-Air | N | Y | N |
| 154856 | TX | BORGER           | K256BJ | 99.1  | BLFT | 20101227AAW | BRED | 20130326BAW | BMPFT | 20100112AEC | 1051421 | KXRI    | Off-Air | N | Y | N |
| 142022 | TX | CANYON           | K284BH | 104.7 | BLFT | 20130621ACE | BRED | 20130326BAW | BPFT  | 20130624ABU | NONE    | KRBG    | Off-Air | N | Y | N |
| 92520  | TX | KEMAH            | K217DJ | 91.3  | BLFT | 20020826ABD | BRFT | 20130401AVD | BPFT  | 19990114TD  | 1049058 | KAJR    | Off-Air | N | Y | N |
| 142374 | TX | LUBBOCK          | K271BW | 102.1 | BLFT | 20160428ACT |      |             | BMPFT | 20160413ADZ | 1248244 | KKLU    | Off-Air | N | Y | N |
| 142023 | TX | LUBBOCK, SOUTH   | K269FZ | 101.7 | BLFT | 20160428ACV |      |             | BMPFT | 20160407ABO | 1248244 | KAMY    | Off-Air | N | Y | N |
| 155727 | TX | PAMPA            | K296EW | 107.1 | BLFT | 20070319AAA | BRED | 20130326BAW | BMPFT | 20070312ACR | 1201032 | KXLV    | Off-Air | N | Y | N |
| 152867 | NM | HOBBS            | K283BC | 104.5 | BLFT | 20051205ADA | BRFT | 20130603AAI | BMPFT | 20051104ADT | 1028448 | KFRI    | Off-Air | N | Y | N |
| 155285 | WA | TACOMA           | K262CI | 100.3 | BLFT | 20161129AHB |      |             | BMPFT | 20161116ABD | NONE    | KYFQ-FM | Off-Air | N | Y | N |
| 148047 | WY | CASPER           | K242CI | 96.3  | BLFT | 20160412ACZ |      |             | BPFT  | 20170502AAA | 1005272 | KLWC-FM | Off-Air | N | Y | N |
| 138494 | AK | EAGLE RIVER      | K253CA | 98.5  | BLFT | 20170130AAF |      |             | BMPFT | 20170111AAA | NONE    | KOAN    | Off-Air | N | N | N |
| 150818 | AL | BIRMINGHAM       | W261BX | 100.1 | BLFT | 20150707ADF |      |             | BMPFT | 20140814ACL | 1037278 | WBHJ    | Off-Air | N | N | N |
| 150858 | AL | MONTGOMERY       | W280EI | 103.9 | BLFT | 20130531AYA |      |             | BNPFT | 20130226AGP | 1040403 | WQKS-FM | Off-Air | N | N | N |
| 150864 | AL | TUSCALOOSA       | W248BO | 97.5  | BLFT | 20150709AAN |      |             | BPFT  | 20150710AAC | 1065251 | WALJ-D2 | Inet    | N | N | Y |
| 150990 | AZ | LAKE HAVASU CITY | K232EI | 94.3  | BLFT | 20150227ACF |      |             | BPFT  | 20140915AAS | NONE    | KNTR-AM | Off-Air | N | N | N |
| 151203 | AZ | SHOW LOW         | K300CL | 107.9 | BLFT | 20180906AAW |      |             | BPFT  | 20180522AAP | NONE    | KVSL-AM | Off-Air | N | N | N |
| 152140 | AZ | TUCSON           | K294CR | 106.7 | BLFT | 20170221AAX |      |             | BMPFT | 20160614ABQ | 1218220 | KLPX    | Off-Air | N | N | N |
| 148497 | CA | LAKE LOS ANGELES | K268CO | 101.5 | BLFT | 20160929AAA |      |             | BMPFT | 20180314ABN | NONE    | KPWR    | Off-Air | N | N | N |
| 148589 | CA | ORCUTT           | K271BV | 102.1 | BLFT | 20160414AAU |      |             | BMPFT | 20160128AAB | 1280500 | KVSM-AM | Off-Air | N | N | N |
| 151155 | CA | VICTORVILLE      | K291CM | 106.1 | BLFT | 20160829ACJ |      |             | BMPFT | 20160823AAQ | 1220067 | KVTR-AM | Off-Air | N | N | N |
| 151894 | GA | AUGUSTA          | W255AS | 98.9  | BLFT | 20150918ACG | BRFT | 20111201NCD | BPFT  | 20150806AAA | 1212621 | WKZK-AM | Off-Air | N | N | N |
| 150660 | GA | CANTON           | W273CT | 102.5 | BLFT | 20160504ABT |      |             | BPFT  | 20160511AAP | NONE    | WYYZ-AM | Off-Air | N | N | N |
| 148547 | GA | MANCHESTER       | W247CJ | 97.3  | BLFT | 20160829ACH | BRFT | 20111201NCD | BPFT  | 20180427AAL | 1020405 | WFDR-AM | Off-Air | N | N | N |
| 150667 | GA | ROME             | W270CE | 101.9 | BLFT | 20170213AAE |      |             | BPFT  | 20150115ABQ | 1019057 | WZOT-AM | Off-Air | N | N | N |
| 152576 | ID | GRANGEVILLE      | K245CH | 96.9  | BLFT | 20160804ADJ |      |             | BPFT  | 20170410AAV | NONE    | KORT-AM | Off-Air | N | N | N |
| 143449 | ID | LEWISTON         | K221FW | 92.1  | BLFT | 20130701ADF |      |             | BPFT  | 20180625AAS | NONE    | KZBG    | Off-Air | N | N | N |
| 157876 | ID | POCATELLO        | K239BR | 95.7  | BLFT | 20160425AAL |      |             | BMPFT | 20160420AEA | 1226581 | KZBQ    | Off-Air | N | N | N |
| 155800 | VA | RICHMOND         | W291CL | 106.1 | BLFT | 20160804ACW |      |             | BPFT  | 20160511AAH | 1026628 | WURV-D2 | Inet    | N | N | N |
| 154008 | VA | RICHMOND         | W282CA | 104.3 | BLFT | 20160804ACX |      |             | BPFT  | 20160503ABL | 1026628 | WKHK    | Off-Air | N | N | N |
| 148016 | WI | NEW RICHMOND     | W277CW | 103.3 | BLFT | 20180110AAZ | BRFT | 20120730ANT | BMPFT | 20171206AAB | 1035592 | WIXK-AM | Off-Air | N | N | N |
| 148870 | AR | FORT SMITH       | K244FJ | 96.7  | BLFT | 20160811ADS |      |             | BMPFT | 20160129AXP | 1040841 | KFPW-AM | Off-Air | N | N | N |
| 151080 | AR | VAN BUREN        | K266BS | 101.1 | BLFT | 20151014ADJ |      |             | BMPFT | 20170710ABK | 1236377 | KHGG-AM | Off-Air | N | N | N |
| 152811 | IL | PARK FOREST      | W256CL | 99.1  | BLFT | 20170825ABG |      |             | BPFT  | 20171229ABE | 1056805 | WLIT    | Off-Air | N | N | N |
| 145323 | IL | PARK RIDGE       | W244BQ | 96.7  | BLFT | 20150430AAA | BRED | 20120727ACS | BPFT  | 20170710AAV | NONE    | WLEY-AM | Off-Air | N | N | N |

Donation Agreement  
Schedule 1 - FCC Licenses

|        |    |              |        |       |      |             |      |             |       |             |         |         |         |   |   |   |
|--------|----|--------------|--------|-------|------|-------------|------|-------------|-------|-------------|---------|---------|---------|---|---|---|
| 151843 | IL | PERU         | W280EG | 103.9 | BLFT | 20130522AEP |      |             | BNPFT | 20130304AAI | 1009115 | WLPO-AM | Off-Air | N | N | N |
| 141051 | KY | CATLETTSBURG | W227CI | 93.3  | BLFT | 20160325AAA |      |             | BMPFT | 20160127AEB | 1041729 | WCMI-AM | Off-Air | N | N | N |
| 149153 | MS | SOUTHAVEN    | W261CE | 100.1 | BLFT | 20150929AOR |      |             | BPFT  | 20160111ABC | 1045210 | WEBL-D2 | Off-Air | N | N | Y |
| 154953 | MT | BILLINGS     | K283CP | 104.5 | BLFT | 20161101ABN |      |             | BMPFT | 20161017ABW | 1006702 | KYLW-AM | Off-Air | N | N | N |
| 146259 | MT | MISSOULA     | K232CI | 94.3  | BLFT | 20150408ADF |      |             | BPFT  | 20150430AEL | 1047704 | KDXT    | Off-Air | N | N | N |
| 147617 | MT | MISSOULA     | K237DZ | 95.3  | BLFT | 20100112AEF | BRFT | 20121029ACR | BMPFT | 20170901AAA | 1001685 | KDXT    | Off-Air | N | N | N |
|        |    |              |        |       |      |             |      |             |       |             |         |         |         |   |   |   |
| 153153 | MI | BIG RAPIDS   | W256CC | 99.1  | BLFT | 20160125AAY |      |             | BNPFT | 20130304AAL | 1000288 | WYBR    | Off-Air | N | N | N |
| 140015 | MI | SAGINAW      | W276CZ | 103.1 | BLFT | 20150911AHZ |      |             | BPFT  | 20150709ABU | 1010843 | WOAP-AM | Off-Air | N | N | N |
| 152832 | NM | CLOVIS       | K288FK | 105.5 | BLFT | 20180430AAA | BRFT | 20130603AAG | BPFT  | 20180725ABL | NONE    | KVRQ    | Off-Air | N | N | N |
| 144580 | NV | MOAPA        | K222BM | 92.3  | BLFT | 20070723ABM | BRFT | 20130603ABS | BMPFT | 20070717ABJ | 1236762 | KONY-FM | Off-Air | N | N | N |
| 154476 | NY | BUFFALO      | W262CM | 100.3 | BLFT | 20160106AAA |      |             | BMPFT | 20141210ABX | NONE    | WBBF-AM | Inet    | N | N | N |
| 147546 | OH | CINCINNATI   | W276DD | 103.1 | BLFT | 20161205AAW |      |             | BMPFT | 20160822AAC | 1019014 | WGRI-AM | Off-Air | N | N | N |
| 158245 | PA | PITTSBURGH   | W271CW | 102.1 | BLFT | 20161028ACR |      |             | BPFT  | 20160725ACD | 1022324 | WKHB-AM | Off-Air | N | N | N |
| 154740 | TN | NEWPORT      | W250BR | 97.9  | BLFT | 20160212ABI |      |             | BPFT  | 20151009AJA | 1042943 | WLIK-AM | Off-Air | N | N | N |

**Schedule 2**  
**Tangible Personal Property**

| LOCATION | NUMBER | DESCRIPTION |
|----------|--------|-------------|
|          |        |             |
|          |        |             |
|          |        |             |

**Schedule 3**  
**Real Property**

**Schedule 4**  
**Assumed Obligations**