

## **DONATION AGREEMENT**

**THIS DONATION AGREEMENT** (this “Agreement”) is made on this 20<sup>th</sup> day of March 2015, by and between The ADD Radio Group, Inc., a New Hampshire corporation (hereinafter referred to as “Licensee”), and Attleboro Access Cable System Inc., a Massachusetts non-profit corporation (hereinafter referred to as “Donee”). The Licensee and Donee are sometimes individually referred to in this Agreement as a “Party” and collectively as the “Parties.”

### **WITNESSETH**

**WHEREAS**, Licensee desires to convey rights, title, and interest in and to certain assets of AM radio station WRNP, operating on 1320 kHz, and licensed to Attleboro, Massachusetts (FCC Facility ID No. 65197) (the “Station”), subject to the terms and conditions stated herein; and

**WHEREAS**, Donee desires to receive and own the assets under the terms and conditions stated herein; and

**WHEREAS**, the consummation of this Agreement is subject to the prior approval of the Federal Communications Commission (the “FCC”).

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions herein contained, it is hereby agreed as follows:

1. **ASSETS**. Subject to the prior approval of the FCC, Licensee agrees to transfer, assign, convey, and deliver to Donee, and Donee agrees to receive and accept, free and clear of all liabilities, debts, liens, charges, assessments and encumbrances of any kind, the following:

- (a) the license issued by the FCC to Licensee with respect to the Station (the “FCC License”) listed in Schedule 1 (a); and
- (b) all FCC files and records pertaining to the Station (“FCC Records”).

The FCC License and FCC Records are sometimes collectively referred to in this Agreement as the “Donated Assets.”

2. **EXCLUDED ASSETS**. Licensee will retain the following assets of Licensee that are currently used in connection with operation of the Station:

- (a) all real property owned by Licensee used in the operation of the Station’s transmitter facility (“Real Property”);
- (b) all broadcast equipment owned by Licensee used in connection with operation of the Station (the “Equipment”), including, but not limited to, the towers, transmitter and studio equipment;

- (c) all intangible property of Licensee, other than the FCC License, used in connection with operation of the Station, including the use of the Station's present call sign, WRNP;
- (d) the accounts receivable of Licensee, cash, deposits and prepaid items; and
- (e) any asset not specifically identified in Sections 1(a) and 1(b) hereto.

3. **LIABILITIES.** Except for the Lease Agreement (defined below), Donee assumes no liabilities, debts, or obligations, including without limitation, for Station's personnel or employment contracts, retirement obligations, or any contracts, obligations, or leases of Licensee. Donee assumes no liability for periods on or before the Closing Date (as defined below) under any lease or contract or for any other liability, debt or obligation of Licensee, including without limitation, any which may have accumulated or accrued on any contracts, leases, or agreements on or before the Closing Date.

4. **GIFT.** Subject to the prior approval and consent of the FCC, Licensee agrees to convey the Donated Assets to Donee as a gift and, as such, will not require any form of payment from Donee in exchange for said gift, provided, that Donee shall perform the covenants and obligations contained herein. Licensee may engage one or more qualified appraisers to appraise the value of the Donated Assets (the "Appraisal Value") and may seek a charitable donation deduction to the extent allowable under the Internal Revenue Code of 1986, as amended (the "Code"), based upon such Appraisal Value. Donee will render reasonable cooperation to Licensee with respect to Licensee's claim of a charitable donation deduction, including provision of any required documentation.

5. **LICENSEE'S COVENANTS AND WARRANTIES.** Licensee hereby covenants and warrants as follows:

- (a) Licensee is aware of no litigation, proceeding, or investigation whatsoever pending or threatened against or relating to Licensee, its business, or the Donated Assets to be transferred hereunder, and knows of no reason why the FCC License would not be renewed in the ordinary course.
- (b) Licensee will convey said Donated Assets to Donee in "as is" condition of such assets on the Closing Date and, except as expressly set forth in this Agreement, makes no warranty whatsoever with regard to the Donated Assets.
- (c) Licensee will deliver the Donated Assets at Closing free and clear of all liabilities, debts, liens, claims, charges, assessments or other encumbrances of any kind.
- (d) Licensee has full power and authority to enter into and perform this Agreement and that this Agreement will constitute a valid and binding Agreement of Licensee enforceable in accordance with its terms.
- (e) Licensee is responsible for all liabilities and other obligations to all current employees of Station and any employees hired by Licensee up to the Closing Date.

(f) After execution of this Agreement, the parties will cooperate to prepare and file with the FCC, in Donee's name, a contingent application to modify the FCC License to consolidate transmission of the Station's broadcast signal to a single non-directional tower at a reduced power (the "Modification Application").

(g) At the Closing, Licensee shall execute and deliver to Donee a lease agreement for the Station's tower as specified in the Modification Application, and Licensee's equipment necessary for operation of the Station by Donee.

(h) The warranties, representations, and covenants contained in this Section 5 shall survive Closing for a period of one (1) year.

6. **DONEE'S COVENANTS AND WARRANTIES.** Donee hereby covenants and warrants as follows:

(a) At present and on the Closing Date, Donee has full power and authority to enter into and perform this Agreement, and that this Agreement will constitute a valid and binding Agreement of Donee enforceable in accordance with its terms.

(b) Donee is now, and will be at Closing, a non-profit corporation that qualifies and is treated as a 501(c)(3) entity under the Code.

(c) Donee knows of no reason why it should not be approved to become a holder of the FCC License.

(d) In the event that within five (5) years after the Closing Date, Donee decides by a formal vote of its governing board (the "Board") that it will not be reasonably able to maintain on-air operation of the Station, or, by operation of state law or for any other reason, it cannot own and operate the Station, then Donee will provide written notice to Licensee of such a decision, and subject to FCC approval, will sell and assign the Station's assets, including its FCC License to another non-profit corporation or other entity which is qualified as a Section 501(c)(3) entity under the Code. The choice of the entity will be made by the Board, and the Donee will follow the requisite procedures dictated by the Donee's regulations, and the laws of the Commonwealth of Massachusetts. Any entity chosen will be one which qualifies as a Section 501(c)(3) entity under the Code; or (ii) in the event the Donee is unable, after good faith efforts, to find a qualified and willing Section 501(c)(3) entity under Subsection (e)(i) above, then in that event, to any other purchaser either through a bidding process (or auction) dictated by state law, or through use of the services of a nationally recognized media brokerage firm.

(e) Prior to the Closing, Donee shall file with the FCC a contingent call sign change request to change the Station's call sign to a new call sign of Donee's choice.

(f) At the Closing Donee shall execute and deliver to Licensee the Lease Agreement specified in Section 5(g) above.

(g) The warranties, covenants, and representations contained in this Section 4 shall survive the Closing Date for a period of one (1) year, with the exception of Subsection (e), which survive for five (5) years.

7. **FCC ASSIGNMENT APPLICATION**. Both parties hereto agree to file an application with the FCC for consent to the assignment of the FCC License to Donee within five (5) business days after executing this Agreement and to cooperate fully and diligently in seeking FCC's consent to assignment of the FCC License from Licensee to Donee. Donee will pay the legal fees incurred with Fletcher, Herald & Hildreth, P.L.C. to prepare the assignment application and the FCC fee required for filing the assignment application.

8. **FCC ACTION**. If the FCC has refused or failed to grant its written consent to assignment of Station's FCC License on or before December 1, 2015, either Party hereto may cancel this Agreement by giving the other Party written notice of such intent. Upon the exercise of a Party's right to terminate this Agreement in accordance with this Section 8, neither Party shall have any further rights, duties, obligations, or liabilities under this Agreement to the other Party.

9. **CLOSING**. Closing (the "Closing" or "Closing Date") shall take place at a place and time designated by Licensee, but in no event earlier than ten (10) days after the date of the grant of FCC consent to the assignment of the FCC License and the Modification Application. Licensee will provide advance notice to the Donee and coordinate the choice of a Closing Date with the Donee in order to permit the Donee to perform its duties prior to and at the Closing.

10. **STATION CONTROL**. Prior to Closing, Licensee shall have complete control over the Donated Assets and operation of the Station. Donee shall have the right to reasonable access to Station's logs and other records as to the operation of the Station prior to Closing and to inspect the Donated Assets. Upon Closing and the transfer and assignment of the Donated Assets, as contemplated herein, the Donee shall have complete control over the Donated Assets and operation of Station.

11. **INDEMNIFICATION**.

(a) Licensee hereby agrees to indemnify, defend, save, and hold Donee harmless with respect to any and all claims, losses, obligations, liabilities, costs and expenses, including reasonable counsel fees, threatened, suffered, incurred, or sustained by Donee by reason of any misrepresentations by Licensee or any breach by Licensee of this Agreement or of any of Licensee's warranties, covenants, or representations contained in this Agreement, or arising from or by reason of Licensee's ownership of the Donated Assets or operation of the Station prior to the Closing Date hereunder, or arising out of any breach by Licensee of the Real Property Leases or of any other agreements which might be assigned to Donee hereunder because of events occurring prior to the Closing Date. This Section 12(a) shall survive Closing for two (2) years.

(b) Subject to the limitations of the laws of the Commonwealth of Massachusetts, Donee hereby agrees to indemnify, defend, save, and hold Licensee harmless with respect

to any and all claims, losses, obligations, liabilities, costs, and expenses, including reasonable counsel fees, threatened, suffered, incurred, or sustained by Licensee by reason of any misrepresentations by Donee or any breach by Donee of this Agreement or of any of Donee's warranties, covenants, or representations contained in this Agreement or arising from or by reason of Donee's ownership of the Donated Assets or operation of the Station subsequent to the Closing Date hereunder. This Section 12(b) shall survive Closing for two (2) years.

12. **CLOSING DOCUMENTS.** Licensee will at Closing execute and deliver to Donee customary assignments, instruments, and other documents sufficient to grant to Donee title to the Donated Assets, free and clear of liabilities, debts, claims, assessments, liens and other encumbrances of any kind.

13. **NOTICES.** All notices required or permitted to be given under the provisions of this Agreement shall be in writing, delivered by personal delivery, or sent by commercial delivery service or certified mail, return-receipt requested. Property made notices shall be deemed to have been given on the date of personal delivery, or the date set forth in the records of the delivery service or on the return-receipt. Notices shall be addressed as follows:

If to Donee:

Attleboro Access Cable System, Inc.  
42 Union Street  
Attleboro, MA 02703  
Attention: James Jones

If to Licensee:

The ADD Radio Group, Inc.  
P.O. Box 1306  
East Greenwich, RI 02818  
Attention: Peter J. Arpin, President

14. **ASSIGNMENT.** Neither Party shall assign any right under this Agreement nor delegate any duty under this Agreement unless the other Party has consented to any such assignment or delegation in writing. This document shall be binding on the heirs, successors, and assigns of the Parties hereto.

15. **SEVERABILITY AND INDEPENDENT COVENANTS.** If any covenant or other provision of this Agreement is invalid, illegal, or incapable of being enforced by reason of any law, administrative order, judicial decision, or public policy, all other conditions and provisions shall remain in full force and effect. No covenant shall be deemed dependent upon any other covenant or provision unless so expressed in this Agreement.

16. **FURTHER ASSURANCES.** The Parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of

this Agreement.

17. **GOVERNING LAW.** This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard, however, to the choice of law provisions thereof which may direct the application of the laws of another jurisdiction.

18. **ENTIRE AGREEMENT.** This Agreement, the Schedules hereto, and all documents, certificates, and other documents to be delivered by the Parties pursuant hereto collectively represent the entire understanding and agreement between Licensee and Donee with respect to the subject matter of this Agreement. This Agreement supersedes all prior negotiations among the Parties and cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and that is signed by the Party against which enforcement of any such amendment, supplement, or modification is sought.

19. **WAIVER OF COMPLIANCE; CONSENTS.** Except as otherwise provided in this Agreement, any failure of any of the Parties to comply with any obligation, representation, warranty, covenant, agreement, or condition herein may be waived by the Party entitled to the benefits thereof only by a written instrument signed by the Party granting such waiver, but such waiver of failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement, or condition shall not operate as a waiver of or estoppel with respect to any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any Party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance set forth in this Section 21.

20. **COUNTERPARTS.** This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

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SIGNATURES APPEAR ON FOLLOWING PAGE]**

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

**THE ADD RADIO GROUP, INC.**

By: 

Name: Peter J. Arpin

Title: President

**ATTLEBORO ACCESS CABLE SYSTEM INC.**

By: 

Name: Edward Stanton

Title: President

**Schedule 1.1(a)**

Station Call Sign:	WRPN(AM)
Facility ID No.:	65197
Community of License:	Attleboro, Massachusetts
Frequency:	1320 kHz
Most Recent Renewal File No.:	BR-20131125ATD
License Expiration:	4/1/2022
Pending Construction Permit(s) File No(s).:	None