
AGREEMENT AND PLAN OF MERGER

by and among

**BARRY UNIVERSITY, INC.
("Barry University")**

**BARRY TELECOMMUNICATIONS, INC.
("BarryTel")**

and

**WXEL PUBLIC BROADCASTING CORPORATION
("WXEL")**

DATED March 6, 2012

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (this "Agreement") is entered into this 6th day of March, 2012, by and among **BARRY UNIVERSITY, INC.** ("Barry University"), a Florida not for profit corporation, **BARRY TELECOMMUNICATIONS, INC.** ("BarryTel"), a Florida not for profit corporation, and **WXEL PUBLIC BROADCASTING CORPORATION** ("WXEL"), a Florida not for profit corporation.

W I T N E S S E T H:

WHEREAS, Barry University was created as a Florida not for profit corporation and is the sole member of BarryTel; and

WHEREAS, BarryTel was created as a Florida not for profit corporation and has qualified as a corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, the "IRC"); and

WHEREAS, WXEL was created as a Florida not-for-profit corporation and has qualified as a corporation exempt from federal income taxation pursuant to Section 501(c)(3) of the IRC; and

WHEREAS, each of (a) the Board of Trustees of Barry University (acting as the sole member of BarryTel), (b) the Board of Trustees of BarryTel, and (c) the Board of Trustees of WXEL has determined it to be in the best interests of its organization to merge BarryTel with and into WXEL upon the terms and conditions set forth in this Agreement, all pursuant to the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes); and

WHEREAS, the parties acknowledge that as a consequence of the Merger (as hereinafter defined) contemplated by this Agreement and subject to the prior consent of the Federal Communications Commission ("FCC"), WXEL will obtain control of all licenses, permits, rights and other authorizations issued by the FCC ("FCC Licenses") in connection with the operation of non-commercial television station WXEL-TV, West Palm Beach, Florida (the "Station") and, subject to the prior consent of the Florida Board of Education ("BOE"), a lease for the studio building and other assets related to the Station;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereby agree as follows:

1. Merger of Entities. At the Effective Time (as defined below), BarryTel will merge with and into WXEL (the "Merger"), whereupon (a) the separate corporate existence of BarryTel shall cease; (b) WXEL will be the surviving corporation (the "Surviving Corporation") and will continue its corporate existence under the laws of the State of Florida; and (c) all of the properties, rights, privileges and powers of BarryTel will vest in the Surviving Corporation, and all of the debts, liabilities, obligations and duties of any kind of BarryTel will become the debts, liabilities, obligations and duties of the Surviving Corporation.

2. Closing Date, Terms and Conditions of Merger.

a. Closing Date/Effective Time. Upon such date and time as is mutually agreed upon by the parties and subject to the terms and conditions of this Agreement, including Section 9 and Section 10 hereof, the Closing of the Merger will take place ("Closing Date"). On the Closing Date, the parties shall execute the Articles and Plan of Merger attached as Schedule A hereto (the "Merger Documents"). The Merger Documents shall then be filed by the parties with the Florida Secretary of State. The Merger shall become effective at the date and time specified in the evidence of the filing of the Merger Documents with the Florida Secretary of State (the "Effective Time").

b. Effect of the Merger. At the Effective Time, BarryTel will be merged with and into WXEL. WXEL will continue its corporate existence as a Florida not for profit corporation that is exempt from federal taxes pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and shall continue to conduct its activities and its business consistent with the purposes stated in its governing documents and pursuant to applicable state and federal law. At the Effective Time, as a result of the Merger, WXEL will assume control of the Station and will assume all debt, liabilities, obligations, and duties of BarryTel.

c. Trustees. At the Effective Time, the members of the Board of Trustees of WXEL as the Surviving Corporation will be as follows:

Bernard E. Henneberg
Donald Sussman
Debra Tornaben

Such persons will serve on the Board of Trustees of WXEL until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of the Surviving Corporation.

d. Officers. At the Effective Time, the officers of WXEL as the Surviving Corporation will be as follows:

Bernard E. Henneberg President, Vice President,
Secretary and Treasurer

Such persons will serve as officers of WXEL until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the By-Laws of the Surviving Corporation.

3. Approval. As noted in the introduction to this Agreement, this Agreement and the Merger have been duly approved and adopted by each of the entities as follows:

a. Barry University. The Board of Trustees of Barry University, in its capacity as the sole member of BarryTel, has approved this Agreement and the Merger.

b. BarryTel. The Board of Trustees of BarryTel has approved this Agreement and the Merger.

c. WXEL. The Board of Trustees of WXEL has approved this Agreement and the Merger.

4. **Representations and Warranties by BarryTel and Barry University**. Each of BarryTel and Barry University, with regards to itself, represents and warrants to WXEL as follows:

a. Organization and Standing. Each of BarryTel and Barry University is a not-for-profit corporation duly organized and validly existing under the Laws of the state of Florida. BarryTel has the full corporate power and authority to own, lease and otherwise to hold and operate the Station and to carry on the business of the Station as now conducted, and each of BarryTel and Barry University has the full corporate power and authority to enter into and perform the terms of this Agreement, the other Merger Documents and the transactions contemplated hereby and thereby.

b. Authorization. The execution, delivery and performance of this Agreement and of the other Merger Documents by each of BarryTel and Barry University, and the consummation of the transactions by each of BarryTel and Barry University contemplated hereby and thereby have been duly and validly authorized by all necessary action of each of the boards of trustees of BarryTel and Barry University and by any other necessary corporate or member actions of BarryTel and Barry University, respectively (none of which actions has been modified or rescinded and all of which actions are in full force and effect). This Agreement constitutes, and upon execution and delivery each other Merger Document will constitute, valid and binding agreements and obligations of each of BarryTel and Barry University, enforceable against each of BarryTel and Barry University in accordance with their respective terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar Laws of general applicability relating to or affecting creditors' rights generally and by the application of general principles of equity.

c. Consents and Approvals; No Conflicts. The execution and delivery of this Agreement and the Merger Documents, and the performance of the transactions contemplated herein and therein by each of BarryTel and Barry University, will not require any consent, approval, authorization or other action by, or filing with or notification to, any Person or governmental authority where the failure to make such filing or obtain such consent will have a material adverse effect, except as follows: (a) FCC approval of the transfer of the FCC Licenses for the Station to WXEL ("FCC Consent"), (b) the written consent of the Florida BOE to the transfer to WXEL of all right, title and interest of BarryTel under the BOE Agreements, including, without limitation, a leasehold interest in the Studio building and any and all production and broadcast equipment provided under the BOE Agreements ("BOE Written Consent"), and (c) the Contracts specified in Schedule B that may be assigned only with the consent of third parties.

d. Noncontravention. Assuming all consents, approvals, authorizations and other actions described in Section 4.c. have been obtained and all filings and notifications

described in Section 4.c. have been made, the execution, delivery and performance of this Agreement and the other Merger Documents by each of BarryTel and Barry University do not and will not (a) conflict with or violate, or require any consent or approval under, or require a filing be made or notice provided pursuant to, any Law applicable to BarryTel, Barry University or to which the Station is subject or affected, (b) conflict with or result in any breach, lapse, cancellation or termination of or constitute a default (or an event which with notice or lapse of time or both would become a default) of or give rise to any right of termination, cancellation, acceleration or additional liabilities or fees under any contract or agreement to which BarryTel or Barry University is a party or by which BarryTel or Barry University is bound or to which the Station is subject or affected, (c) result in the creation or imposition of any encumbrance on the Station, or (d) conflict with or violate the organizational documents of BarryTel or Barry University; except, in the cases of clauses (a) or (b) only, where any such conflict or breach would not individually or in the aggregate, have a material adverse effect.

e. Absence of Litigation. As of the date hereof, except as set forth on Schedule C, there is no order or legal action pending or to the knowledge of Barry University, threatened, in any jurisdiction against BarryTel, the Station, its assets, or Barry University before any governmental authority, that, individually or in the aggregate, would be reasonably likely to challenge or seek to prevent, enjoin, alter or materially delay or frustrate the transaction contemplated hereby, nor, to the knowledge of Barry University, is there any basis for such legal action or order.

f. FCC Matters. BarryTel validly holds the FCC Licenses set forth on Schedule D, which constitute all of the licenses, permits and authorizations from the FCC that are required for the business and operations of the Station as presently conducted. Except as provided on Schedule D, no application, action or proceeding is pending concerning any of the FCC Licenses, other than proceedings of general applicability to all non-commercial broadcast licenses. Except as provided on Schedule C, no application or legal action is pending and there has been no act or omission that may give rise to or result in the (a) denial of an application for renewal; (b) the revocation, modification, nonrenewal, cancellation, termination, assignment, transfer of control or suspension of any of the FCC Licenses; or (c) the issuance of a cease-and-desist order with respect to the Station or the FCC Licenses. BarryTel has delivered to WXEL true and complete copies of the current FCC Licenses, including any amendments or modifications thereto. The FCC Licenses are validly held by BarryTel, are in full force and effect and are unimpaired by any act or omission of BarryTel, its officers, employees, affiliates or agents, and none is subject to any restriction or condition that would limit in any respect the full operation of the Station. BarryTel is not subject to any outstanding judgment or order of the FCC. The Station is being operated in accordance with the terms and conditions of the FCC Licenses, the Communications Act of 1934, as amended, and all rules, regulations and policies of the FCC in all material respects. There are no facts which, under the Communications Act of 1934, as amended, or the existing rules, regulations and policies of the FCC, would disqualify BarryTel as the transferor of the Station's licenses, permits or authorizations.

g. Reports and Records. All returns, reports, notices, forms, applications, statements and other documents relating to the Station currently required to be filed by BarryTel or any of its affiliates with the FCC or any other governmental authority have been filed and when filed were correct and complete. All such returns, reports, notices, forms, applications,

statements and other documents shall continue to be filed by BarryTel on a current basis until the Closing Date, and will be correct, and complete in all material respects when filed.

h. Taxes. BarryTel has applied for and received a letter from the Internal Revenue Service ("IRS") advising BarryTel that the IRS has determined that BarryTel is an organization described in 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and (a) the IRS has neither revoked nor threatened to revoke its determination, (b) BarryTel has timely filed all tax returns required to be filed, (c) all such tax returns were correct and complete in all material respects, (d) all taxes (whether or not shown or required to be shown on any tax return) have been paid, (e) no deficiency for any amount of tax has been asserted or assessed by a taxing authority against BarryTel, and (f) no consent under Section 341(f) of the Code has been filed with respect to BarryTel. There are no examinations of any tax returns of BarryTel currently being conducted by the IRS or any other taxing authority and BarryTel has not received any notice that the IRS or any other taxing authority intends to conduct such examinations. BarryTel currently is not the beneficiary of any extension of time in which to file any tax return. BarryTel has not waived any statute of limitations in respect of taxes or agreed to any extension of time with respect to an assessment or deficiency. BarryTel has withheld and paid all taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

i. Insurance. Schedule E contains a list and brief summary of all policies of title, property, fire, casualty, liability, worker's compensation, libel and slander, and all other forms of insurance of any kind relating to the business and operations of the Station and held by BarryTel. All such policies: (a) are in full force and effect; (b) are sufficient for compliance in all material respects by BarryTel with all requirements of law and of all material agreements to which BarryTel is a party; and (c) are valid, outstanding, and enforceable policies. BarryTel has not reached or exceeded its policy limits for any insurance policy in effect at any time during the past five (5) years. With respect to each policy of insurance listed on Schedule E, all premiums due with respect thereto are currently paid. There have not been any claim(s) relating to the assets or operations of the Station in which the insurer has denied coverage.

j. Grants. Schedule F sets forth a complete and accurate list and brief description of all grants under which BarryTel or Station receive funds or tangible or intangible property or are entitled to receive funds or tangible or intangible property or to purchase or lease property or services at below market rates and which will be assumed by WXEL, if eligible. All such grants have been previously delivered to the WXEL or made available by BarryTel for inspection by the WXEL. With respect to each grant, BarryTel has complied with all material requirements of each grant. BarryTel does not warrant that WXEL will be eligible under such grants.

k. Brokers. None of BarryTel, Barry University or any of their respective directors or employees has employed any investment banker, broker or finder, or incurred any Liability for any investment banking fees, brokerage fees, commissions or finders' fees in connection with the transactions contemplated by this Agreement. Transformations Consulting Group, Inc. ("Broker") entered into that certain Exclusive Brokerage Agreement with Barry

University and BarryTel dated September 2004 (the "Broker Agreement"), however, at no time did Broker identify or protect WXEL as a potential buyer of the Station to Barry University or BarryTel, nor has Broker assisted Barry University or BarryTel with the transactions contemplated in or by this Agreement. Pursuant to the terms of the Broker Agreement, Barry University has paid to Broker the Engagement Fee and the Services Fee (as such terms are defined in the Broker Agreement) and no further fees are due or payable to Broker thereunder or hereunder. Barry University and BarryTel acknowledge that WXEL does not acknowledge that any fees are due or owing to Broker pursuant to the Broker Agreement, nor is WXEL aware of any other agreements or arrangements which would require any payment to Broker hereunder.

1. **Bankruptcy.** No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting BarryTel, the Station or any of the Assets, are pending or (to the Knowledge of BarryTel) threatened, and BarryTel has not made any assignment for the benefit of creditors or taken any action in contemplation of or which would constitute the basis for the institution of such insolvency proceedings.

5. Representations and Warranties by WXEL.

WXEL represents and warrants to BarryTel and Barry University as follows:

a. **Organization and Standing.** WXEL is a not-for-profit corporation duly organized and validly existing under the Laws of the state of Florida. WXEL has the full corporate power and corporate authority to enter into and perform the terms of this Agreement and the other Merger Documents and to carry out the transactions contemplated hereby and thereby.

b. **Authorization.** The execution, delivery and performance of this Agreement and of the other Merger Documents by WXEL, and the consummation of the transactions by WXEL contemplated hereby and thereby, has been duly and validly authorized by all necessary actions of WXEL (none of which actions has been modified or rescinded and all of which actions are in full force and effect). This Agreement constitutes, and upon execution and delivery each such other Merger Document will constitute, a valid and binding agreement and obligation of WXEL, enforceable against WXEL in accordance with its respective terms, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar Laws of general applicability relating to or affecting creditors' rights generally and by the application of general principles of equity.

c. **Consents and Approvals: No Conflicts.** The execution and delivery of this Agreement and the Merger Documents, and the performance of the transactions contemplated herein and therein by WXEL, will not require any consent, approval, authorization or other action by, or filing with or notification to any person or governmental authority where the failure to make such filing or obtain such consent will have a material adverse effect, except as follows: (a) approvals of the transfer of the FCC Licenses to WXEL by the FCC and (b) the BOE Written Consent to the transfer and assignment to WXEL of all right, title and interest of BarryTel under the BOE Agreements.

d. Noncontravention. Assuming all consents, approvals, authorizations and other actions described in Section 5.c. have been obtained and all filings and notifications described in Section 5.c. have been made, the execution, delivery and performance of this Agreement and the other Merger Documents by WXEL do not and will not (a) conflict with or violate, or require any consent or approval under, or require a filing be made or notice provided pursuant to, any Law applicable to WXEL, (b) conflict with or result in any breach, lapse, cancellation or termination of or constitute a default (or an event which with notice or lapse of time or both would become a default) of or give rise to any right of termination, cancellation, acceleration or additional Liabilities or fees under any contract or agreement to which WXEL is a party or by which WXEL is bound, or (c) conflict with or violate the organizational documents of WXEL; except, in the cases of clauses (a) and (b) only, where any such conflict, violation or breach would not individually or in the aggregate, have a material adverse effect on WXEL.

e. Availability of Funds. WXEL has available and will have available at Closing sufficient funds to enable it to consummate the transactions contemplated hereby.

f. Qualification of WXEL. WXEL is, and pending Closing will be, legally, technically, financially and otherwise qualified under the Communications Act of 1934, as amended, and all rules, regulations and published policies of the FCC to acquire and operate FCC Licenses in connection with the Station. No waiver of any FCC rule or regulation or published FCC policy is necessary to be obtained for the grant of the applications for the transfer of the FCC Licenses to WXEL, nor will processing pursuant to any exception to any published rule of general applicability be requested or required in connection with the consummation of the transactions herein. Following receipt of the FCC Consent and all other required regulatory and contractual consents, the WXEL will be qualified to take possession of the Station related thereto pursuant to the transactions contemplated hereby.

g. Absence of Litigation. As of the date hereof, there is no order or legal action pending or, to the knowledge of WXEL, threatened in any jurisdiction against WXEL before any governmental authority that, individually or in the aggregate, would be reasonably likely to challenge or seek to prevent, enjoin, alter or materially delay or frustrate the transaction contemplated hereby, nor is the WXEL aware of any basis for such legal action or order.

h. No Outside Reliance. WXEL has not relied and is not relying on any statement, representation or warranty not made by BarryTel or Barry University during WXEL's due diligence or in this Agreement or the other Merger Documents, any Schedule, exhibit, appendix or annex hereto or thereto or any certificate to be delivered to WXEL at the Closing pursuant to this Agreement. WXEL is not relying on any projections or other predictions contained or referred to in other materials that have been or may hereafter be provided to WXEL or any of its affiliates, agents or representatives by BarryTel or any of its affiliates, agents or representatives, and BarryTel makes no representations or warranties with respect to any such projections or other predictions.

6. Pre-Closing Filings.

a. Applications for FCC Consent. As promptly as reasonably practicable following the execution of this Agreement, BarryTel and WXEL shall jointly file applications

with the FCC requesting its consent to the transfer of the FCC Licenses for the Station from BarryTel to WXEL. BarryTel and WXEL shall thereafter prosecute such applications in good faith and with all reasonable diligence and otherwise use commercially reasonable efforts to obtain the approval of such applications by the FCC as expeditiously as practicable; provided, however, that neither BarryTel nor WXEL shall have any obligation to satisfy any complainant or the FCC by taking any steps that would have a material adverse effect upon BarryTel or a material adverse effect upon WXEL or upon any affiliated entity, but neither the expense nor inconvenience to a party of defending against a complainant or an inquiry by the FCC shall be considered a material adverse effect or a material adverse effect on such party unless a party determines in good faith that such expense is commercially unreasonable. If the FCC Consent imposes any condition on any party hereto, such party shall use commercially reasonable efforts to comply with such condition; provided, however, that no party hereto shall be required to comply with any condition that would have a material adverse effect or a material adverse effect upon it or any affiliated entity or to extend the term of this Agreement beyond the first anniversary of the execution of this Agreement. If a complaint regarding programming aired on the Station is filed with the FCC prior to Closing, and the FCC requires, as a condition of granting FCC Consent to the application to assign the FCC licenses, that BarryTel escrow funds sufficient to cover the amount of a potential FCC forfeiture, BarryTel shall establish such account and the establishment of such account shall not be deemed to have a material adverse effect on BarryTel. If reconsideration or judicial review is sought with respect to the FCC Consent, the party or parties affected shall exercise commercially reasonable efforts to oppose such attempts for reconsideration or judicial review; provided, however, that nothing in this Section 6.a. shall be construed to limit either party's right to terminate this Agreement pursuant to Section 12.

b. BOE Written Consent. As promptly as practicable and no later than thirty (30) days following the execution of this Agreement, BarryTel shall submit a written request and take any and all steps necessary to obtain the written consent of the BOE to the transfer to WXEL of all right, title and interest of BarryTel in the BOE Agreements ("BOE Written Consent"), pursuant to the agreement between South Florida Public Telecommunications, Inc. ("SFPT") and the Board of Education of the State of Florida dated February 10, 1989 (the "Original Agreement") and the agreement titled Three Party Agreement and Amendment to Agreement between SFPT, BarryTel and the Board of Education dated as of August 12, 1997 (the "Three Party Agreement") (collectively both the Original Agreement and the Three Party Agreement are referred to herein as the "BOE Agreements"). Both BarryTel and WXEL agree they shall diligently take, or fully cooperate in the taking of all commercially reasonable steps, including the provision of any additional information reasonably requested, in connection with obtaining the BOE's Written Consent as expeditiously as possible; provided, however, that none of the parties hereto shall have any obligation to take any steps that would have a material adverse effect upon BarryTel or any affiliated party or a material adverse effect upon WXEL or any affiliated party, but neither the expense nor inconvenience to a party shall be considered a material adverse effect or a material adverse effect on such party unless a party determines in good faith that such expense is commercially unreasonable.

7. Covenants and Agreements of BarryTel and Barry University. BarryTel and Barry University covenant and agree with WXEL as follows:

a. Negative Covenants. Pending and prior to the Closing, neither BarryTel nor Barry University will, without the prior written consent of WXEL, which consent will not be unreasonably withheld or delayed, do or agree to do any of the following with respect to the Station and the Assets:

i. Dispositions; Acquisitions; Mergers. Sell, pledge, assign, mortgage, grant a security interest in, lease, license, encumber or otherwise transfer or dispose of, in whole or in part, any of the Assets or rights of BarryTel other than in the ordinary course of business; acquire, lease or license any property or assets that will become Assets hereunder other than in the ordinary course of business; or merge or consolidate with or into any other entity or enter into any contracts or agreements relating thereto or enter into any Local Marketing Agreement or other Management Agreement, except with WXEL.

ii. Additional Agreements. Acquire or enter into any new Contracts (collectively, "Additional Agreements") except Contracts in the ordinary course of business obligating BarryTel or Station to make payments of less than \$25,000 per year in the aggregate. BarryTel may, however, enter into a renewal agreement for any Contract in the ordinary course of business.

iii. Contracts. Terminate, modify or amend any Contracts or Additional Agreements, or waive, release or assign any material rights or claims thereunder, other than in the ordinary course of business.

iv. Breaches. Do or omit to do any act which will cause a material breach of or grounds for termination under any Contract or Additional Agreement.

v. Actions Affecting Licenses and FCC Licenses. By any action or failure to act, cause or permit any License or FCC License to lapse, terminate or expire or be revoked, cancelled, suspended, adversely modified, transferred or disposed of.

vi. Liabilities. Barry University will not incur any Liabilities and BarryTel will not incur any Liabilities outside of the ordinary course of business in connection with the Station.

vii. Taxes. Make any Tax elections that have, or reasonably may be expected to have, a material adverse effect upon the business and operations of the Station.

viii. Encumbrances. Grant, fail to act or take any other action that will result in the imposition of any Encumbrance on the Stations or any Asset, other than Permitted Encumbrances.

ix. Competing Transactions. Directly or indirectly initiate, solicit or encourage (including by way of furnishing information or assistance), or take any other action to facilitate, any inquiries or the making of any proposal that constitutes, or may reasonably be expected to lead to, any Competing Transaction (as hereinafter defined), or negotiate with any person or entity in furtherance of such inquiries or to obtain a Competing Transaction, or agree to or endorse any Competing Transaction, or authorize or permit any of the officers, trustees, employees or agents of BarryTel or of Barry University or of their affiliates or any representative

retained by BarryTel or its affiliates to take any such action, and BarryTel shall promptly notify WXEL of all relevant terms of any such inquiries and proposals received by BarryTel, Barry University or one of their affiliates, or by any such officer, trustee, employee, agent or representative, relating to any of such matters and if such inquiry or proposal is in writing, BarryTel shall deliver or cause to be delivered to WXEL a copy of such inquiry or proposal. For purposes of this Agreement, "Competing Transaction" shall mean any of the following involving BarryTel or the Station: (a) any merger, consolidation, business combination, or other similar transaction (other than the transactions contemplated by this Agreement); (b) any sale, lease, exchange mortgage, pledge, transfer or other disposition of 25% or more of the Assets, or any of the FCC Licenses, in a single transaction or series of transactions; or (c) any public announcement of a proposal, plan or intention to do any of the foregoing.

x. Actions Affecting Representations and Warranties. Take any action that BarryTel reasonably expects would cause any of the representations and warranties made by BarryTel in this Agreement not to remain true and correct in any material respect.

xi. Legal Actions. Settle or compromise, or permit any settlement or compromise of, or fail to defend any legal action pending or threatened against, the Assets or the Station, or of which the Stations or Assets are the subject.

xii. Agreements. Enter into or amend any written or oral contract, agreement, commitment or arrangement to effectuate any prohibited matter set forth in this Section 7.a.

xiii. Local Marketing Agreements. Enter into a Local Marketing Agreement or other arrangement by which a third party would operate the Station on behalf of BarryTel.

b. Affirmative Covenants. Pending and prior to the Closing Date, BarryTel will:

i. Preserve Existence. Preserve its corporate existence and business organization intact, maintain its existing franchises and licenses, use commercially reasonable efforts to preserve for WXEL the relationships of the Station with listeners, donors, suppliers, customers, employees and others with whom the Station has business relationships, and keep all Assets substantially in their present condition, ordinary wear and tear excepted.

ii. Normal Operations. Subject to the terms and conditions of this Agreement, (a) carry on the businesses and activities of the Station, in the ordinary course of business; (b) pay or otherwise satisfy all obligations (cash and barter) of the Station in the ordinary course of business; (c) maintain its books of account, records, files and station logs in substantially the same manner as in the ordinary course of business; and (d) maintain all insurance policies in full force and effect until Closing.

iii. Maintain Licenses and FCC Licenses. Maintain the Licenses and the FCC Licenses in full force and effect, and comply with all requirements of the Licenses and the FCC Licenses, the Communications Act and the rules and regulations of the FCC and the Corporation for Public Broadcasting.

iv. Contracts. Pay and perform its obligations in the ordinary course of business under the Contracts, in accordance with the respective terms and conditions of such Contracts.

v. Access. Cause to be afforded to representatives of WXEL reasonable access during normal business hours to offices, properties, assets, books and records, contracts and reports of the Station, as WXEL shall from time to time reasonably request; provided, however, that such investigation shall only be upon reasonable notice and shall not unreasonably disrupt the personnel or operations of BarryTel or the Station. All requests for access to the offices, properties, assets, books and records, contracts and reports of the Station shall be made to such representatives as BarryTel shall designate in writing, who shall be solely responsible for coordinating all such requests and all access permitted hereunder. WXEL acknowledges and agrees that neither WXEL nor its representatives shall contact any of the employees, customers, suppliers, joint venture partners, or other associates or affiliates of BarryTel or the Station, in connection with the transactions contemplated hereby, whether in person or by telephone, mail or other means of communication, without the specific prior written authorization of such representatives of BarryTel. Upon reasonable request by WXEL, BarryTel shall provide WXEL with copies of unaudited balance sheets and statements of income and cash flows of BarryTel.

vi. Consents. Except as otherwise set forth in this Agreement, use its commercially reasonable best efforts to obtain all consents, approvals and agreements of any third parties necessary to authorize, approve or permit the consummation of the transactions contemplated by this Agreement, including, without limitation, any consent of the parties to the Contracts in order to consummate the transactions contemplated hereby (collectively, the "Restricted Contracts").

vii. Promotion; Publicity. Promote and publicize the Station in the ordinary course of business.

c. Corporation for Public Broadcasting Grants. Cooperate with WXEL both before and after the Closing in WXEL's request that all future CPB grants or Florida Department of Education grants, if any, to Station for periods after the Closing be paid to WXEL.

8. Mutual Covenants and Understandings of BarryTel and WXEL.

a. Possession and Control. Between the date hereof and the Closing Date, WXEL shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct, the business and operations of the Station, and such operation, including complete control and supervision of all programming, shall be the sole responsibility of BarryTel. On and after the Effective Time, BarryTel shall have no control over, or right to intervene, supervise, or direct, the business and operations of the Station.

Pursuant to Section 73.1150 of the FCC's Rules, neither BarryTel nor Barry University shall retain any right of reversion or reassignment of the FCC Licenses in the future, nor any right to use the facilities of the Station for any period after the Effective Time.

b. Risk of Loss. The risk of loss or damage by fire or other casualty or cause to the Assets until the Closing Date shall be upon BarryTel; provided, however, to the extent such loss exceeds BarryTel's insurance coverage, BarryTel and WXEL shall share equally the cost to restore, replace or repair the Assets up to a maximum of \$75,000 each. If BarryTel's share of the total uninsured cost of repair exceeds \$75,000, then BarryTel may have the option not to repair. In the event of material loss or damage prior to the Closing Date that is not restored, replaced, or repaired as of the Closing Date, WXEL shall, at its option, either:

i. Closing. Proceed with the Merger and receive on the Closing Date, the insurance proceeds or an assignment of the right to receive such insurance proceeds, as applicable, to which BarryTel otherwise would be entitled under BarryTel's insurance policy, to restore, replace or repair the assets above the amount of the insurance proceeds, whereupon BarryTel shall have no further liability to WXEL for such loss or damage; or

ii. Termination of Agreement. Terminate this Agreement by written notice to BarryTel, whereupon no party to this Agreement shall have any liability to any other party to this Agreement, and this Agreement in its entirety, shall be deemed null, void and of no further force and effect.

c. Intercompany Loans. Between the date hereof and June 30, 2012, the parties acknowledge and agree that Barry University will not loan any funds to Barry Telecommunications for any purpose and that Barry Telecommunications must operate the Station in the ordinary course of business and pay all obligations of Barry Telecommunications when due. Under no circumstances shall Barry University's refusal to loan funds to Barry Telecommunications, between the date hereof and June 30, 2012, constitute any violation of Barry University or BarryTel's obligation to operate the Station in the ordinary course of business. If the Closing Date has not occurred by June 30, 2012, then beginning on July 1, 2012 BarryTel may make written requests of Barry University for new intercompany loans, specifying the amount of the loan and the specific proposed uses of such loan proceeds ("Loan Request Certificate") up to an aggregate maximum for all intercompany loans from Barry University to Barry Telecommunications from July 1, 2012 to the Closing Date of \$500,000. If any Loan Request Certificate, received by Barry University, contains, in the discretion of Barry University, an adequate description of legitimate business uses for the requested intercompany loan funds that is specifically related to the operation of the Station, then Barry University will fund such intercompany loan amount to BarryTel. Each individual Loan Request Certificate may not be for less than \$25,000, nor more than \$150,000.

d. Public Announcements. Between the date hereof and the Closing Date, BarryTel and WXEL shall consult with each other before issuing any press release or otherwise making any public statements with respect to this Agreement or the transactions contemplated herein and shall not issue any such press release or make any such public statement without the prior written consent of the other party, which shall not be unreasonably withheld; provided, however, that a party may, without the prior written consent of the other party, issue such press release or make such public statement as may be required by any applicable Law.

e. Best Efforts. Subject to the terms and conditions of this Agreement, each party shall use its commercially reasonable best efforts to cause the Merger to occur, including

working to resolve any conditions imposed by the FCC or the Florida BOE pursuant to Section 6; provided, however, that no party hereto shall be required to take any actions that would have a material adverse effect on either BarryTel or WXEL or any of its affiliated entities or a material adverse effect upon any other party hereto or any of their affiliated entities or to extend the term of this Agreement beyond the first anniversary of the execution of this Agreement.

f. Environmental Cleanup. Barry University shall assume all legal responsibility and pay directly all costs and expenses related to all remediation required by law of all soil and groundwater contamination resulting from an historical diesel fuel spill ("Spill") at the rear of the Station Studio Building location, in an area surrounding an above ground diesel fuel tank and emergency generator ("Site"). Barry University, on behalf of BarryTel, will make all legally necessary reports of the Spill to all relevant government agencies and Barry University will obtain all legally necessary closure notifications from governmental agencies to evidence the final cleanup of the Site. In addition, Barry University and WXEL will use all commercially reasonable efforts and will cooperate in good faith in scheduling all remediation activities at the Site, so as to not adversely interfere with WXEL's business or increase Barry University's liability for the Spill. All provisions of this Section 8 (f) shall survive the Closing Date hereunder.

9. Conditions Precedent to WXEL's Obligation to Close. The obligations of WXEL to proceed with the Closing are subject to the satisfaction (or waiver of part or all of an obligation in writing by WXEL at WXEL's discretion) at or prior to the Closing of each of the following conditions:

a. Representations, Warranties and Covenants. The representations and warranties of BarryTel and Barry University made in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date, and except for representations and warranties that speak as of a specific date or time other than the Closing Date (which need only be true and correct in all material respects as of such date or time), and the covenants and agreements of BarryTel and Barry University required to be performed on or before the Closing Date in accordance with the terms of this Agreement shall have been performed in all material respects.

b. Consents. BarryTel and Barry University shall have obtained prior to the Closing Date, in a form reasonably satisfactory to WXEL, all consents, authorizations or approvals necessary to effect valid assignments to WXEL of those Contracts listed on Schedule B, including all necessary consents, authorizations or approvals required to insure the orderly transfer of the NBC Note and all related payments, pursuant to the NBC Note, to WXEL after the Effective Date.

c. FCC Consent. The FCC Consent shall have been granted, shall be in full force and effect and shall contain no condition the compliance with which would result in a material adverse effect or a material adverse effect on any party hereto, and shall have become a final non-appealable order.

d. BOE Written Consent. The BOE Written Consent shall have been obtained without any material conditions or qualifications being imposed upon WXEL or any material additional restrictions being placed upon the future use or enjoyment of the property currently provided, or any interest in or rights in such property granted to BarryTel, pursuant to the BOE Agreements.

e. Legal Proceedings. No Law, writ, injunction, restraining order or decree of any nature of any court or governmental authority of competent jurisdiction shall have been enacted, entered, promulgated or enforced that restrains or prohibits the transactions contemplated by this Agreement.

10. Conditions Precedent to BarryTel's and Barry University's Obligation to Close. The obligations of BarryTel and Barry University to proceed with the Closing are subject to the satisfaction (or waiver of part or all of an obligation in writing by Barry University at Barry University's discretion) at or prior to the Closing of each of the following conditions:

a. Representations, Warranties and Covenants. The representations and warranties of WXEL made in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date except for representations and warranties that speak as of a specific date or time other than the Closing Date (which need only be true and correct in all material respects as of such date or time), and the covenants and agreements of WXEL required to be performed on or before the Closing Date in accordance with the terms of this Agreement shall have been performed in all material respects.

b. FCC Consent. The FCC Consent shall have been granted, shall be in full force and effect and shall contain no condition the compliance with which would result in a material adverse effect or a material adverse effect on any party hereto, and shall have become a final non-appealable order. WXEL may, in its sole discretion, waive the requirement that the FCC Consent has become a Final Consent.

c. BOE Written Consent. The BOE Written Consent shall have been obtained without any material conditions or qualifications being imposed upon BarryTel.

d. Legal Proceedings. No Law, writ, injunction, restraining order or decree of any nature of any court or governmental authority of competent jurisdiction shall have been enacted, entered, promulgated or enforced that restrains or prohibits the transactions contemplated by this Agreement.

e. WXEL Payment to Barry University. WXEL payment to Barry University, in readily available funds, of an amount equal to:

i. One Million Four Hundred Fifty-Seven Thousand, One Hundred Two Dollars (\$1,457,102);

ii. less the final purchase price reconciliation payment to Classical of South Florida of Eleven Thousand, Six Hundred Thirty-Five and 94/100 Dollars (\$11,635.94); and

iii. plus the total outstanding balance of all intercompany loans from Barry University to BarryTel between the date hereof and the Effective Date.

f. Promissory Note. In addition to the consideration described in Section 10.e above, WXEL shall execute and deliver to Barry University, at Closing, a Promissory Note ("Note") payable to Barry University, on the later of the sixth anniversary of the Closing Date or the payment in full of the FJC Note (as defined below), an amount equal to One Hundred Seventy Thousand Dollars (\$170,000), with no interest payable on the Note. The Note shall be subordinated to the prior payment in full of all amounts due pursuant to (i) that certain Promissory Note, dated the Closing Date, made by WXEL and due and payable to FJC, in the principal amount of One Million, Five Hundred Thousand Dollars (\$1,500,000) ("FJC Note"); and (ii) that certain Promissory Note, dated the Closing Date, made by WXEL and due and payable to the Public Radio Fund, for a revolving line of credit, in the principal amount of Five Hundred Thousand Dollars (\$500,000). The parties intend that the Note shall serve to reimburse Barry University for the expenses and fees related to certain known and unknown liabilities, and the cost of legal fees and expenses associated with the Merger Agreement and the transfer of the Station licenses and the BOE Written Consent and environmental clean-up costs.

g. WXEL Non-Monetary Consideration to Barry University. In addition to the consideration described in Section 10.e and 10.f above, WXEL shall provide non-monetary consideration with an aggregate value of approximately \$273,000, in the form of underwriting spots on WXEL-TV describing Barry University, its mission, location, events, programs or activities ("Spots"). Twenty percent (20%) of the Spots (520 15-second Spots valued at \$125 per Spot) will be broadcast at a rate of two spots a week in the 5:30 P.M. - 12:00 A.M. prime time during the Term and Eighty percent (80%) of the Spots (2,080 Spots valued at \$100 per Spot) will be Run of Schedule Spots, 416 Run of Schedule Spots broadcast per year during the Term. Barry will make requests for Spot placement based on the ratios described herein and WXEL will use commercially reasonable efforts to comply with such requests. The Spots will be broadcast over a five-year period ("Term") with approximately the same number and ratio of Spots in every year during the Term. WXEL is not responsible for any production costs.

11. General Indemnification Obligation of WXEL. From and after the Closing, WXEL shall reimburse, indemnify and hold harmless Barry University, their affiliates and their respective members, directors, managers, officers, agents, employees, partners, successors and assigns (each, a "Barry Indemnitee" and collectively, the "Barry Indemnitees"), against and in respect of:

Any and all Losses incurred or suffered by any Barry Indemnitee that result from, relate to or arise out of:

a. Representations. Any breach of WXEL's representations and warranties in this Agreement.

b. Obligations. WXEL's failure to perform or otherwise fulfill any of its agreements, covenants, obligations or undertakings hereunder or under the Merger Documents.

c. Post-Closing Liabilities. Any and all liabilities of WXEL occurring or arising out of the operation or ownership of the Station from and after the Effective Time.

d. Other. Any and all legal actions, assessments, audits, fines, forfeitures, penalties, sanctions, judgments, costs and other expenses (including reasonable fees and expenses of attorneys, accountants and other professional advisors) incident to any of the foregoing or to the enforcement of this Section 11.

e. Limitations on Claims for Certain Losses. Anything to the contrary contained herein notwithstanding, in no event shall WXEL be liable for punitive damages arising out of a breach of this Agreement.

In no event shall WXEL be liable for consequential, incidental, indirect, or special damages including, but not limited to, loss of future revenue, income or profits, incurred directly by the other party, whether or not such damages could have reasonably been foreseen by the other party.

12. General Indemnifications Obligation of Barry University. From and after the Closing, Barry University shall reimburse, indemnify and hold harmless WXEL, its affiliates and its respective members, directors, managers, officers, agents, employees, partners, successors and assigns (each, a "WXEL Indemnitee" and collectively, the "WXEL Indemnitees"), against and in respect of:

Any and all Losses incurred or suffered by any WXEL Indemnitee that result from, relate to or arise out of:

a. Representations. Any breach of Barry University's or BarryTel's representations and warranties in this Agreement for a period of twelve (12) months following the Closing Date.

b. Obligations. Barry University's or Barry's failure to perform or otherwise fulfill any of its agreements, covenants, obligations or undertakings hereunder or under the Merger Documents.

c. Liabilities. Any and all claims or damages resulting from the acts or omissions or negligence of Barry University and/or BarryTel arising out of the operation or ownership of the Station prior to the Effective Time.

d. Other. Any and all legal actions assessments, audits, fines, forfeitures, penalties, sanctions, judgments, costs and other expenses (including reasonable fees and expenses of attorneys,) incident to the enforcement of this Section 12.

e. Limitations on Claims for Certain Losses. Anything to the contrary contained herein notwithstanding, in no event shall Barry University be liable for punitive damages arising out of a breach of this Agreement.

In no event shall Barry University be liable for consequential, incidental, indirect, or special damages including, but not limited to, loss of future revenue, income or profits,

incurred directly by the other party, whether or not such damages could have reasonably been foreseen by the other party.

13. Indemnification Procedures.

a. As to Third-Party Claims. Promptly after a Barry Indemnitee or WXEL Indemnitee (each individually, an "Indemnitee") obtains knowledge of the commencement of any third-party legal action or of the occurrence of any event or the existence of any facts which may become the basis of a third-party claim (any such legal action or event or facts being hereinafter referred to in this Section 13.a. as a "Claim"), in respect of which an Indemnitee is entitled to indemnification under this Agreement, such Indemnitee shall promptly notify the indemnifying party (the "Indemnitor") of such Claim in writing setting forth in reasonable detail the specific facts and circumstances relating to such Claim and the amount of Losses subject to the Claim (or an estimate thereof if the actual amount is not known or not capable of reasonable calculation); provided, however, that any failure to give such notice will not waive any rights of the Indemnitee except to the extent that the rights of the Indemnitor are actually prejudiced thereby. With respect to any Claim as to which such notice is given by the Indemnitee to the Indemnitor, the Indemnitor shall be entitled to participate in and, if it desires, to assume the defense and settlement of such Claim with counsel reasonably satisfactory to the Indemnitee at the Indemnitor's sole risk and expense; provided, however, that the Indemnitee (i) shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense, (ii) shall reasonably cooperate with the Indemnitor in the defense and any settlement of such Claim in any manner reasonably requested by the Indemnitor and (iii) shall have the right to pay or settle such Claim at any time, in which event the Indemnitee shall be deemed to have waived any right to indemnification therefor by the Indemnitor. Following written notice from the Indemnitor to the Indemnitee of its election to assume the defense of a Claim pursuant to this Section 13.a., the Indemnitor will not be liable to the Indemnitee for any other expenses subsequently incurred by the Indemnitee in connection with the defense of the Claim, other than costs and expenses of the Indemnitee incurred at the request of the Indemnitor; provided, however, that the Indemnitor must agree to assume any and all liability with respect to such Claim. The Indemnitor shall not, except with the consent of the Indemnitee, enter into any settlement or consent to entry of any judgment unless: (i) such settlement or judgment includes as an unconditional term thereof the giving by the person or persons asserting such claim to all Indemnitees an unconditional release from all liability with respect to such claim and (ii) the relief provided in connection with such settlement or judgment effected by the Indemnitor is satisfied entirely by the Indemnitor.

If the Indemnitor fails to assume the defense of such Claim or, having assumed the defense and settlement of such Claim, fails reasonably to contest such Claim in good faith, the Indemnitee, without waiving its right to indemnification, may assume the defense and settlement of such Claim; provided, however, that (i) the Indemnitor shall be permitted to join in the defense and settlement of such Claim and to employ counsel at its own expense, (ii) the Indemnitor shall cooperate with the Indemnitee in the defense and settlement of such Claim in any manner reasonably requested by the Indemnitee, and (iii) the Indemnitee shall not settle such Claim without soliciting the views of the Indemnitor and giving them due consideration. If the remedy sought by the claimant with respect to such Claim is not solely for money damages, and would affect the business and operations of the Station after the Closing, the Indemnitor shall not

settle such Claim without the prior written consent of the Indemnitee. If the Indemnitee provides the Indemnitor with written consent, the Indemnitee agrees to be bound by the settlement of such Claim.

As used in this Section 13.a., the term Indemnitee shall be deemed to include the plural thereof where the rights or obligations of more than one Indemnitee may be involved.

b. Payment. Upon a determination of liability in respect of Section 13 of this Agreement, the appropriate Indemnitor shall pay the Indemnitee the amount so determined within ten (10) business days after the date of determination (such tenth Business Day, the "Due Date"). If there should be a dispute as to the amount or manner of determination of any indemnity obligation owed under this Agreement, the Indemnitor shall nevertheless pay when due such portion, if any, of the obligation as shall not be subject to dispute. Upon the payment in full of any claim, the Indemnitor shall be subrogated to the rights of the Indemnitee against any Person with respect to the subject matter of such claim.

If all or part of any indemnification obligation under this Agreement is not paid when due, then the Indemnitor shall pay the Indemnitee interest on the unpaid amount of the obligation for each day from the Due Date until payment in full, payable on demand, at the prime rate of interest quoted by the Wall Street Journal on the Due Date.

c. Treatment of Indemnity Payments. The parties hereto agree that any indemnity payments made pursuant to this Section 13 will be treated by the parties as an adjustment to the Purchase Price.

d. Subrogation. If after the making of any indemnification payment the amount of the Losses to which such payment relates is reduced by recovery, settlement or otherwise under any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other person, the amount of such reduction (less any costs, expenses, premiums or taxes incurred in connection therewith) will promptly be repaid by the Indemnitee to the Indemnitor. Upon making any indemnification payment, the Indemnitor will, to the extent of such indemnification payment, be subrogated to all rights of the Indemnitee against any third party (except for insurance carriers) that is not an affiliate of the Indemnitee in respect of the Losses to which the indemnification payment relates; provided that (a) the Indemnitor shall then be in compliance with its obligations under this Agreement in respect of such Losses, and (b) until the Indemnitee recovers full payment of its Losses, all claims of the Indemnitor against any such third party on account of said indemnification payment will be subrogated and subordinated in right of payment to the Indemnitees' rights against such third party. Without limiting the generality or effect of any other provision of this Section 13, each such Indemnitee and Indemnitor will duly execute upon request all instruments reasonably necessary to evidence and perfect the above-described subrogation and subordination rights.

14. Grounds for Termination.

a. Termination. This Agreement may be terminated at any time prior to the Closing Date by:

i. Mutual consent of BarryTel and WXEL; or

ii. WXEL, by written notice of termination delivered to BarryTel, if (a) the Closing has not occurred prior to the first anniversary of the execution of this Agreement, or (b) the FCC designates the application contemplated by Section 6.a. for an evidentiary hearing; or

iii. BarryTel, by written notice of termination delivered to WXEL, if (a) the Closing has not occurred prior to the second anniversary of the execution of this Agreement, or (b) the FCC designates the application contemplated by Section 6.a. for an evidentiary hearing; or

iv. WXEL, in the event of a material breach by BarryTel or Barry University of any representation, warranty, covenant or agreement on the part of BarryTel or Barry University set forth in this Agreement that cannot be, or is not, cured within thirty (30) days after notice of such breach is given to the party committing such breach; provided, however, that this right to terminate this Agreement shall not be available to WXEL if WXEL is in material breach of any representation, warranty, covenant or agreement on the part of WXEL set forth in this Agreement; or

v. BarryTel or Barry University, in the event of a material breach by WXEL of any representation, warranty, covenant or agreement on the part of WXEL set forth in this Agreement that cannot be, or is not, cured within thirty (30) days after notice of such breach is given to WXEL; provided, however, that this right to terminate this Agreement shall not be available if either BarryTel or Barry University is in material breach of any representation, warranty, covenant or agreement on the part of BarryTel or Barry University set forth in this Agreement; or

b. Effect of Termination. In the event this Agreement is terminated as provided in this Section 14, this Agreement shall be deemed null, void and of no further force or effect, and the parties hereto shall be released from all future obligations hereunder.

15. General Provisions.

a. Additional Actions, Documents and Information. All parties agrees that, at any time, prior to, at or after the Closing Date, they will take or cause to be taken such further actions, and execute, deliver and file or cause to be executed, delivered and filed such further documents and instruments and obtain such consents, as may be reasonably requested by either party in connection with the consummation of the Merger; provided, however, that neither party shall not be required to take any actions that would have a material adverse effect upon it or any affiliated entity or to extend the term of this Agreement beyond the first anniversary of the execution of this Agreement.

b. Notices. All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be (a) hand delivered, (b) mailed by first-class registered or certified mail, return receipt requested, postage prepaid, (c) delivered by overnight air courier, or (d) transmitted by telegram, telex, or facsimile transmission addressed as follows:

If to BarryTel:

Barry University
11300 N.E. 2nd Avenue
Miami Shores, Florida 33161
ATTN: Bruce Edwards

With copy to:

Holland & Knight LLP
100 N. Tampa Street, Suite 4100
Tampa, Florida 33602-3644
ATTN: K. Patrick Meehan, Esq.

If to WXEL:

WXEL Public Broadcasting Corporation
c/o WXEL TV/FM
3401 South Congress Avenue
Boynton Beach, Florida 33426
ATTN: Bernard E. Henneberg, President

With copy to:

Haile Shaw & Pfaffenberger, P.A.
660 U.S. Highway One – Third Floor
North Palm Beach, Florida 33408
ATTN: Philip M. DiComo, Esq.

or such other address as the addressee may indicate by written notice to the other parties.

Each notice, demand, request, or communication which shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a telex) the answerback being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

c. Waiver. No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement or under any other instrument or document given in connection with or pursuant to this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein. No

waiver by any party of a breach of any provision of this Agreement shall operate or be construed as a waiver of any other or subsequent breach.

d. Benefit and Assignment. No party hereto shall assign this Agreement, in whole or in part, whether by operation of Law or otherwise, without the prior written consent of the other party hereto; and any purported assignment contrary to the terms hereof shall be null, void and of no force and effect. No Person other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any of the parties hereto, and the covenants and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto or their respective successors and assigns as permitted hereunder.

e. Entire Agreement; Amendment. This Agreement, the Merger Documents and the Schedules and Exhibits hereto contain the entire agreement among the parties with respect to the subject matter hereof and supersedes all earlier discussions, promises, prior oral or written agreements, commitments or understandings with respect to such matters. No promise, agreement, representation or warranty is binding unless expressly set forth herein. No waiver, amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the party or parties against whom enforcement of the amendment, modification or discharge is sought.

f. Severability. If any part of any provision of this Agreement or any other contract, agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of such provisions or the remaining provisions of said contract, agreement, document or writing.

g. Headings. The headings of the sections and subsections contained in this Agreement are inserted for convenience only and do not form a part or affect the meaning, construction or scope thereof.

h. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the Laws of Florida, excluding the choice of law rules thereof.

i. Submission to Jurisdiction. In connection with any controversy arising out of or related to this Agreement, the parties hereby irrevocably consent and submit to the jurisdiction of the Federal District Court in and for the Southern District of Florida, if a basis for federal court jurisdiction is present, and, otherwise, to the jurisdiction of the 15th Judicial Circuit in and for Palm Beach County, Florida, and agree that all such controversies shall be resolved solely in these jurisdictions. In connection with any controversy arising out of or relating to this Agreement, the parties each irrevocably (a) consent to service of process out of the aforementioned courts, (b) WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) AND ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE AFOREMENTIONED COURTS, (c) agree

that service of process in any such Legal Action may, to the fullest extent permitted by Law, be effected by mailing a copy of such process by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such party at its address as provided in Section 13.b, and (d) agree that nothing in the Agreement shall affect the right to effect service of process in any other manner permitted by the applicable Laws of Florida.

j. Signature in Counterparts. This Agreement may be executed in separate counterparts, none of which need contain the signatures of all parties, each of which shall be deemed to be an original, and all of which taken together constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than the number of counterparts containing the respective signatures of, or on behalf of, all of the parties hereto.

16. Further Actions.

a. Filings. Each of the parties hereto agrees that it will cause to be executed, filed and recorded any document or documents prescribed by the laws of the State of Florida. Each of the parties further agrees that it will cause to be performed all necessary acts to effect the Merger.

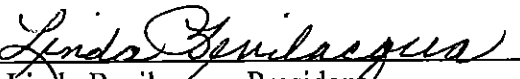
b. Tax Treatment. Following the Effective Time and at a time reasonably determined by the parties, Barry University and WXEL shall file all necessary documentation, if any, with the Internal Revenue Service to provide notice of the Merger for purposes of each entity's 501(c)(3) status or otherwise.

c. FCC. WXEL and Barry University will notify the FCC of the consummation of the Merger after the Effective Date.

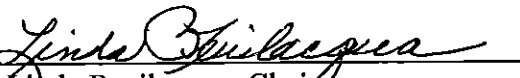
[Signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the date referenced above.


BARRY UNIVERSITY, INC.

By: 
Linda Bevilacqua, President

BARRY TELECOMMUNICATIONS, INC.

By: 
Linda Bevilacqua, Chair

WKEL PUBLIC BROADCASTING CORPORATION

By: 
Bernard E. Henneberg, President

SCHEDULE A
ARTICLES OF MERGER
FOR
NOT FOR PROFIT CORPORATIONS

The following Articles of Merger are submitted to merge the following Florida Not For Profit Corporations in accordance with Section 617.1105, Florida Statutes.

FIRST: The exact name, form/entity type and jurisdiction of the merging corporation is as follows:

Name of Entity	Jurisdiction	Form/Entity Type
Barry Telecommunications, Inc.	Florida	Not For Profit

SECOND: The exact name, form/entity type and jurisdiction of the surviving corporation is as follows:

Name of Entity	Jurisdiction	Form/Entity Type
WXEL Public Broadcasting Corporation	Florida	Not For Profit

THIRD: The plan of merger is attached hereto as Exhibit A.

FOURTH: The merger shall become effective on the date the Articles of Merger are filed with the Florida Department of State.

FIFTH: The Board of Trustees of Barry University, Inc., the sole member of the merging corporation, Barry Telecommunications, Inc., voted unanimously to adopt the Plan of Merger on February 24, 2012.

SIXTH: The Board of Trustees of Barry Telecommunications, Inc., voted unanimously to adopt the Plan of Merger on March 6, 2012.

SEVENTH: There are no members of the surviving corporation (WXEL) entitled to vote on the merger. The Board of Trustees of the surviving corporation, WXEL, unanimously adopted the plan of merger on March 2, 2012.

BARRY UNIVERSITY, INC.

By: _____
Linda Bevilacqua, President

BARRY TELECOMMUNICATIONS, INC.

By: _____
Linda Bevilacqua, Chair

**WXEL PUBLIC BROADCASTING
CORPORATION**

By: _____
Bernard E. Henneberg, President

EXHIBIT A

**PLAN OF MERGER
BARRY TELECOMMUNICATIONS, INC.
a Florida not for profit corporation**

**with and into
WXEL PUBLIC BROADCASTING CORPORATION
a Florida not for profit corporation**

This Plan of Merger (this "Plan") is entered into by and among Barry University, Inc., a Florida not-for-profit corporation ("Barry University"); Barry Telecommunications, Inc., a Florida not-for-profit corporation ("BarryTel"); and WXEL Public Broadcasting Corporation, a Florida not-for-profit corporation ("WXEL") on March 6, 2012. BarryTel and WXEL are hereinafter collectively called the "Merging Entities."

WITNESSETH:

Whereas, the Merging Entities desire to merge, following which WXEL shall be the surviving entity (the "Merger");

Whereas, Section 617.1101 of the Florida Statutes permits the merger of the Merging Entities in the manner provided in this Plan; and

Whereas, the Board of Trustees of Barry University, Inc., the sole member of BarryTel, the Board of Trustees of BarryTel and the Board of Trustees of WXEL deem the consummation of the Merger in the manner contemplated herein advisable, and accordingly have adopted and approved this Plan and have authorized the execution hereof by appropriate corporate action.

Now, Therefore, for and in consideration of the promises and of the covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. *Merging Corporation.* The exact name, form/entity type and jurisdiction of the merging corporation is as follows:

Name of Entity	Jurisdiction	Form/Entity Type
Barry Telecommunications, Inc.	Florida	Not For Profit

2. *Surviving Corporation.* The exact name, form/entity type and jurisdiction of the surviving corporation is as follows:

Name of Entity	Jurisdiction	Form/Entity Type
WXEL Public Broadcasting Corporation	Florida	Not For Profit

3. *Terms and Conditions.* The terms and conditions of the Merger (in addition to those set forth elsewhere in this Plan) and the mode of carrying the same into effect are as follows:

3.1 Upon the filing and approval of the Articles of Merger with the Florida Department of State (the "Effective Time"): i) BarryTel shall be merged with and into WXEL and WXEL shall be the surviving entity and shall have all the rights, privileges, immunities, and powers and shall be subject to all the duties and liabilities of a corporation under the Florida Statutes; ii) the separate existence of BarryTel shall cease; iii) WXEL shall thereupon and thereafter possess all the rights and privileges, immunities, and franchises, of a public as well as of a private nature, of BarryTel; and all property, real, person, and mixed, and all debts due on whatever account, including all choses in action, and all and every other interest, of or belonging to or due to BarryTel shall be taken and deemed to be transferred to and vested in WXEL without further act or deed; and iv) all corporate acts, plans, policies, contracts, approvals and authorizations of BarryTel and its respective partners, officers and agents, that were valid and effective immediately prior to the Effective Time, shall be taken for all purposes as of the acts, plans, policies, contracts, approvals and authorizations of WXEL and shall be as effective and binding thereon as the same were with respect to BarryTel.

If at any time after the Effective WXEL shall consider or be advised that any further deeds, assignments or assurances in law or in any other things necessary, desirable or proper to vest, perfect or confirm, of record or otherwise, in WXEL, the title to any property or rights of BarryTel acquired or to be acquired by reason of, or as a result of, the Merger, BarryTel (or the proper officers and trustees of such) shall execute and deliver such proper deeds, assignments and assurances in law and do all things necessary, desirable or proper to vest, perfect or confirm title to such property or rights in the Surviving Entity and otherwise to carry out the purpose of this Plan.

4. *The Articles of Incorporation of WXEL.* No changes shall occur to the Articles of Incorporation of WXEL.

5. *Miscellaneous.*

5.1 Capitalized terms used and defined in this Plan shall have the meanings assigned to such terms.

5.2 For the convenience of the parties, any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument.

5.3 This Plan shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature Page To Follow]

In Witness Whereof, the undersigned have caused their duly authorized officers to execute this Plan.

BARRY UNIVERSITY, INC.

By: _____
Linda Bevilacqua, President

BARRY TELECOMMUNICATIONS, INC.

By: _____
Linda Bevilacqua, Chair

**WXEL PUBLIC BROADCASTING
CORPORATION**

By: _____
Bernard E. Henneberg, President

SCHEDULE B

Contracts Requiring Consent

Settlement Agreement by and between Paxson Communications License Company, LLC, NBC Stations Management, Inc. and BarryTel, dated May 30, 2002, as amended by a certain First Amendment to Settlement Agreement dated September, 2002.

Promissory Note by NBC Stations Management, Inc., in favor of BarryTel, dated February 25, 2003.

Equipment Lease Agreement, dated September 25, 2009, by and between Toshiba and BarryTel.

SCHEDULE C

Litigation

NONE

SCHEDULE D

FCC Licenses

SEE ATTACHED

United States of America
FEDERAL COMMUNICATIONS COMMISSION
DIGITAL/TELEVISION BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

BARRY TELECOMMUNICATIONS, INC.
STATIONS WXEL-TV
P.O. BOX 6607
WEST PALM BEACH FL 33405

Clay C. Pendarvis
Associate Chief
Video Division
Media Bureau

Facility Id: 61084

Grant Date: June 13, 2005

This license expires 3:00 a.m.
local time, February 01, 2013.

Analog Call Sign: WXEL-TV

Digital Call Sign: WXEL-DT

Analog License File Number: BLET-20041005ACB

Digital License File Number: BLEDT-20040713AAJ

This license covers Analog Permit No.: BPET-20030212AAE

This license covers Digital Permit No.: BPEDT-20000403AAT

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.

ANALOG TELEVISION ENGINEERING DATA

5

Call sign: WXEL-DT

License No.: BLET-20041005ACB

Name of Licensee: BARRY TELECOMMUNICATIONS, INC.

Station Location: FL-WEST PALM BEACH

Frequency (MHz): 638 - 644

Carrier Frequency (MHz): 639.26 Visual 643.76 Aural

Channel: 42

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

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

Description: DIE, TUA-P4-12/40H-1-S

Beam Tilt: 0.75 Degrees Electrical

Major lobe directions 0 180
(degrees true):

Antenna Coordinates: North Latitude: 26 deg 34 min 37 sec

West Longitude: 80 deg 14 min 32 sec

Transmitter output power: 55.3 kW
17.42 DBK

Maximum effective radiated power (Peak): 2140 kW
33.3 DBK

Height of radiation center above ground: 439 Meters

Height of radiation center above mean sea level: 444 Meters

Height of radiation center above average terrain: 440 Meters

Antenna structure registration number: 1028084

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 This is to notify you that your application for license is subject to the condition that on December 31, 2006, or by such other date as the Commission may establish in the future under Section 309(j)(14)(a) and (b) of the Communications Act, the licensee shall surrender either its analog or digital television channel for reallocation or reassignment pursuant to Commission regulations. The Channel retained by the licensee will be used to broadcast digital television only after this date.

DIGITAL TELEVISION DATA

4

LICENSE RENEWAL AUTHORIZATION

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION FOR RENEWAL OF LICENSE, BRET-20040928AHM, WAS GRANTED ON 01/31/2005 FOR A TERM EXPIRING ON 02/01/2013 AND IS SUBJECT TO THE CONDITION THAT ON DECEMBER 31, 2006, OR BY SUCH OTHER DATE AS THE COMMISSION MAY ESTABLISH IN THE FUTURE UNDER SECTION 309(j) (14) (A) AND (B) OF THE COMMUNICATIONS ACT, THE LICENSEE SHALL SURRENDER EITHER ITS ANALOG OR ITS DIGITAL TELEVISION CHANNEL FOR REALLOCATION OR REASSIGNMENT PURSUANT TO COMMISSION REGULATIONS. THE CHANNEL RETAINED BY THE LICENSEE WILL BE USED TO BROADCAST DIGITAL TELEVISION ONLY AFTER THIS DATE.

CHANNEL: 42

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION FOR STATION WKEL-TV.

FACILITY ID: 61084

LOCATION: WEST PALM BEACH, FL

THIS CARD MUST BE POSTED WITH THE STATION'S LICENSE CERTIFICATE AND ANY SUBSEQUENT MODIFICATIONS.

BARRY TELECOMMUNICATIONS, INC.
STATIONS WKEL-TV
P.O. BOX 6607
WEST PALM BEACH, FL 33405

United States of America
FEDERAL COMMUNICATIONS COMMISSION
DIGITAL LOW POWER TELEVISION/TELEVISION TRANSLATOR
BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

BARRY TELECOMMUNICATIONS, INC.
3401 S. CONGRESS AVENUE
BOYNTON BEACH FL 33426

Hossein Hashemzadeh
Associate Chief
Video Division
Media Bureau

Facility Id: 167891

Grant Date: October 06, 2008

This license expires 3:00 a.m.
local time, February 01, 2013.

Call Sign: W31DC-D

License File Number: BLDTT-20080926ACH

This license covers permit no.: BDCDDT-20060922ACU

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.

110500000000
Currently unused

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: BARRY TELECOMMUNICATIONS, INC.

BARRY TELECOMMUNICATIONS, INC.
STATIONS WXEL-TV P.O. BOX 6607
WEST PALM BEACH, FL 33405

Call Sign KPH317	File Number
Radio Service RP - Broadcast Auxiliary Remote Pickup	
Regulatory Status PMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0001733281

Grant Date 12-19-1994	Effective Date 12-19-1994	Expiration Date 02-01-2013	Print Date
--------------------------	------------------------------	-------------------------------	------------

STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc. 1 Address: 12209 HOMELAND RD
City: LANTANA County: PALM BEACH State: FL
Lat (NAD83): 26-34-38.3 N Long (NAD83): 080-11-31.2 W ASR No.: Ground Elev: 5.0

Antennas

Loc	Ant No.	Frequencies (MHz)	Sta. Cls.	No. Units	No. Pagers	Antenna Designator	Output Power (watts)	ERP (watts)	Ant. Ht./Tp (meters)	Ant. AAT (meters)	Construct Deadline Date
1	1	000450.98000000	FB	1		10K0F2B 10K0E3B	1,000	3,800	73.0		

Control Points

Associated Call Signs

Waivers/Conditions:

NONE

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.



9

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
RADIO STATION AUTHORIZATION

125

TV
Backup Dish

Current Authorization : FCC WEBB Reproduction
Unofficial Copy

Name: DARRY TELECOMMUNICATIONS, INC. Call Sign: B940040
(d/b/a) File Number: SES-RWL-20030909-01232
Authorization: Renewal of License
Non Common Carrier Grant Date: 09/10/2003 Expiration Date: 10/15/2018

Nature Of Service: Domestic Fixed Satellite Service
Class Of Station: Fixed Earth Stations

A) Site Location(s)

#	Site ID	Address	Latitude	Longitude	Elevation (Meters)	NAD	Special Provisions (Refer to Section II)
1)	1	3401 SOUTH CONGRESS AVE., BOYNTON BEACH, PALM BEACH, FL	26°09'37.0"N	80°34.0"W	4.3	83	

Licenses certify antenna(s) comply with gain patterns specified in Section 23.709

Subject to the provisions of the Communications Act of 1934, The Communications Satellite Act of 1962, subsequent acts and treaties, and all present and future regulations made by this Commission, and further subject to the conditions and requirements set forth in this license, the grantee is authorized to construct, use and operate the radio facilities described below for radio communications for the term beginning Wednesday, October 15, 2003 (3 AM Eastern Standard Time) and ending Monday, October 15, 2018 (3 AM Eastern Standard Time). The required date of completion of construction and commencement of operation is 00/00/0000 (3 AM Eastern Standard Time). Grantee must file with the Commission a certification upon completion of construction and commencement of operation.

B) Particulars of Operations

The General Provision 1010 applies to all receiving frequency bands.
The General Provision 1900 applies to all transmitting frequency bands.
For the text of these provisions, refer to Section II.

#	Frequency	Polarization	Emission	Tx/Rx Mode	Max EIRP /Carrier	Max EIRP Density	Associated Antenna	Special Provisions (Refer to Section H)	Modulation/ Services
1)	3700.0000 - 4200.0000	H,V	25M0F8W	R			1		
2)	3700.0000 - 4200.0000	H,V	25M0F8W	R			2		

D) Point of Communications

The following stations located in the Satellite orbits consistent with Sections B and C of this License:

Page 1
1) 1 to All authorized U.S. Domestic (ALSAT) Satellites.



9

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
RADIO STATION AUTHORIZATION

Current Authorization : FCC WBB Reproduction
Unofficial Copy

Name BARRY TELECOMMUNICATIONS, INC.

Call Sign: B940040

File Number: SES-RWL-20030909-01232

Authorization Renewal of License

Non Common Carrier Grant Date: 09/19/200 Expiration Date: 10/15/2018

E) Antenna Facilities

Site ID	Antenna ID	Units	Diameter (meters)	Manufacture	Model numbe	Site/Elevation: 4.3 (Meters) AMSL Max Antenna Height (Meters)	Special Provisions (Refer to Section II)
1	1	1	4.3	VV.D.S.		4.6 AGL/ 8.8 AMSL	

Max Gains(s): 43.0 dBi @ 4.0000 GHz
Maximum total input power at antenna flange (Watts) = .00
Maximum aggregate output EIRP for all carriers (dBW) .00

1	2	1	3	MICRODYNB	PR-23	7.3 AGL/ 11.6 AMSL	
---	---	---	---	-----------	-------	--------------------	--

Max Gains(s): 47.0 dBi @ 4.0000 GHz
Maximum total input power at antenna flange (Watts) = .00
Maximum aggregate output EIRP for all carriers (dBW) .00

H) Special and General Provisions

A) This RADIO STATION AUTHORIZATION is granted subject to the following special

- 2200 These facilities shall be used for the reception of only such programming material that the grantee has been authorized to receive and use by the owner of the programming material.
- 2464 The grantee is authorized to add, delete or change channels of program material without further application or notification to the Commission, provided: (a) The carriage of such program material is an authorized pursuant to the Commission's rules, regulations and policies governing the terrestrial system (s) used to distribute this material to the end subscribers, and (b) that such earth station operations are consistent with the technical parameters specified in the registration.
- 2465 This provision relates to potential interference from terrestrial microwave stations. Operation of the receive-only earth station shall be in accordance with the frequency coordination exhibit accompanying the application.
- 5216 All operations shall be on a non-common carrier basis.



UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
RADIO STATION AUTHORIZATION

Current Authorization : FCC WEB Reproduction
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Name DARRY TELECOMMUNICATIONS, INC.

Callign: B940040

File Number: SES-RWL-20030909-01232

Authorization Renewal of License

Non Common Carrier Grant Date: 09/10/200 Expiration Date: 10/15/2018

II) Special and General Provisions

B) This RADIO STATION AUTHORIZATION is granted subject to the

This authorization is issued on the grantee's representation that the statements contained in the application are true and that the undertakings described will be carried out in good faith.

This authorization shall not be construed in any manner as a finding by the Commission on the question of marking or lighting of the antenna system should future conditions require. The grantee expressly agrees to install such marking or lighting as the Commission may require under the provisions of Section 303(q) of the Communications Act. 47 U.S.C. § 303(q).

Neither this authorization nor the right granted by this authorization shall be assigned or otherwise transferred to any person, firm, company or corporation without the written consent of the Commission. This authorization is subject to the right of use or control by the government of the United States conferred by Section 706 of the Communications Act. 47 U.S.C. § 706. Operation of this station is governed by Part 25 of the Commission's Rules. 47 C.F.R. Part 25.

This authorization shall not vest in the licensee any right to operate this station nor any right in the use of the designated frequencies beyond the term of this license, nor in any other manner than authorized herein.

This authorization is issued on the grantee's representation that the station is in compliance with environmental requirements set forth in Section 1.1307 of the Commission's Rules. 47 C.F.R. § 1.1307.

This authorization is issued on the grantee's representation that the station is in compliance with the Federal Aviation Administration (FAA) requirements as set forth in Section 17.4 of the Commission's Rules. 47 C.F.R. § 17.4.

The following condition applies when this authorization permits construction of or modifies the construction permit of a radio station.

This authorization shall be automatically forfeited if the station is not ready for operation by the required date of completion of construction unless an application for modification of construction permit for additional time to complete construction is filed by that date, together with a showing that failure to complete construction by the required date was due to factors not under control of the grantee.

Licensees are required to pay annual regulatory fees related to this authorization. The requirement to collect annual regulatory fees from regulatees is contained in Public Law 103-66, "The Omnibus Budget Reconciliation Act of 1993". These regulatory fees, which are likely to change each fiscal year, are used to offset costs associated with the Commission's enforcement, public service, international and policy and rulemaking activities. The Commission issues a Report and Order each year, setting the new regulatory fee rates. Receive only earth stations are exempt from payment of regulatory fees.



FEDERAL COMMUNICATIONS COMMISSION
RADIO STATION AUTHORIZATION
 Current Authorization: FCC WEB Reproduction
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Name: BARRY TELECOMMUNICATIONS INC

Call Sign: E900465
 File Number: SRS-RWL-20100617-00711

Authorization Type: Renewal of License
 Non Common Carrier Grant Date: 06/22/2010 Expiration Date: 08/03/2025

Nature of Service: Domestic Fixed Satellite Service

Class of Station: Fixed Earth Stations

A) Site Location(s)

# Site ID	Address	Latitude	Longitude	Elevation (Meters)	Special Provisions (Refer to Section H)
1)	3401 S. CONGRESS AVE. BOYNTON BEACH, PALM BEACH, FL	26° 29' 37.0" N	80° 5' 34.0" W	6.1	UNK

Subject to the provisions of the Communications Act of 1934, The Communications Satellite Act of 1962, subsequent acts and treaties, and all present and future regulations made by this Commission, and further subject to the conditions and requirements set forth in this license, the grantee is authorized to construct, use and operate the radio facilities described below for radio communications for the term beginning Tuesday, August 03, 2010 (3 AM Eastern Standard Time) and ending Sunday, August 03, 2025 (3 AM Eastern Standard Time). The required date of completion of construction and commencement of operation is 08/03/2010 (3 AM Eastern Standard Time). Grantee must file with the Commission a certification upon completion of construction and commencement of operation.

B) Particulars of Operations

The General Provision 1010 applies to all receiving frequency bands.
 The General Provision 1900 applies to all transmitting frequency bands.
 For the text of these provisions, refer to Section H.

# Frequency	Polarization	Emission	Tx/Rx Mode	Max EIRP /Carrier	Max EIRP Density	Associated Antenna	Special Provisions (Refer to Section H)	Modulation/ Services
1) 3700.0000 - 4200.0000	H,V	36MOP3P	R			I		

C) Frequency Coordination

#	Frequency Limits(MHz)	Satellite Arc (Deg. Long.) East West Limit Limit	Elevation (Degrees) East West Limit Limit	Azimuth (Degrees) East West Limit Limit	Max EIRP Density (dBW/4kHz)	Associated Antenna(s)
1)	3700.0000 - 4200.0000	65.0W-143.0W	54.8 - 15.7	148.8 - 257.1	0.0	I

D) Point of Communications

The following stations located in the Satellite orbits consistent with Sections B and C of this Entry:

- 1) I to All authorized U.S. Domestic (ALSAT) Satellites.

E) Antenna Facilities

Site ID	Antenna ID	Units	Diameter (Meters)	Manufacturer	Model Number	Site Elevation	Max Antenna Height (Meters)	Special Provisions (Refer to Section H)
I	I	I	3.8	COMTECH	3.8M	6.1	4.6 AGL/ 10.7 AMSL	

Max Gain(s): 41.5 dBi @ 4.0000 GHz

Maximum total input power at antenna flange (Watts) = 0.0

Maximum aggregate output EIRP for all carriers (dBW) 0.0

35.1 FT



FEDERAL COMMUNICATIONS COMMISSION

RADIO STATION AUTHORIZATION

Current Authorization : FCC WEB Reproduction

Unofficial Copy

Name: BARRY TELCOMMUNICATIONS INC

Call Sign: B900465
File Number: SES-RWL-20100617-00711

Authorization Type: Renewal of License
Non Common Carrier Grant Date: 06/22/2010 Expiration Date: 08/03/2025

F) Remote Control

Call Sign: B900465

G) Antenna Structure marking and lighting requirements:

None unless otherwise specified under Special and General Provisions

H) Special and General Provisions

A) This RADIO STATION AUTHORIZATION is granted subject to the following special provisions and general conditions:

- 2200 These facilities shall be used for the reception of only such programming material that the grantee has been authorized to receive and use by the owner of the programming material.
2456 No protection beyond that afforded in "Deregulation of Domestic Receive-Only Satellite Earth Stations" will be provided for TVRO earth stations.
2464 The grantee is authorized to add, delete or change channels of program material without further application or notification to the Commission, provided: (a) The carriage of such program material is an authorized pursuant to the Commission's rules, regulations and policies governing the terrestrial system (s) used to distribute this material to the end subscribers, and (b) that such earth station operations are consistent with the technical parameters specified in the registration.
2465 This provision relates to potential interference from terrestrial microwave stations. Operation of the receive-only earth station shall be in accordance with the frequency coordination exhibit accompanying the application.



FEDERAL COMMUNICATIONS COMMISSION

RADIO STATION AUTHORIZATION

Current Authorization : FCC WEB Reproduction

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Name: BARRY TELECOMMUNICATIONS INC

Call Sign: E900465
File Number: SBS-RWL-20100617-00711

Authorization Type: Renewal of License
Non Common Carrier Grant Date: 06/22/2010 Expiration Date: 08/03/2025

H) Special and General Provisions

B) This RADIO STATION AUTHORIZATION is granted subject to the additional conditions specified below:

This authorization is issued on the grantee's representation that the statements contained in the application are true and that the undertakings described will be carried out in good faith.

This authorization shall not be construed in any manner as a finding by the Commission on the question of marking or lighting of the antenna system should future conditions require. The grantee expressly agrees to install such marking or lighting as the Commission may require under the provisions of Section 303(q) of the Communications Act. 47 U.S.C. § 303(q).

Neither this authorization nor the right granted by this authorization shall be assigned or otherwise transferred to any person, firm, company or corporation without the written consent of the Commission. This authorization is subject to the right of use or control by the government of the United States conferred by Section 706 of the Communications Act. 47 U.S.C. § 706. Operation of this station is governed by Part 25 of the Commission's Rules. 47 C.F.R. Part 25.

This authorization shall not vest in the licensee any right to operate this station nor any right in the use of the designated frequencies beyond the term of this license, nor in any other manner than authorized herein.

This authorization is issued on the grantee's representation that the station is in compliance with environmental requirements set forth in Section 1.1307 of the Commission's Rules. 47 C.F.R. § 1.1307.

This authorization is issued on the grantee's representation that the station is in compliance with the Federal Aviation Administration (FAA) requirements as set forth in Section 17.4 of the Commission's Rules. 47 C.F.R. § 17.4.

The following condition applies when this authorization permits construction of or modifies the construction permit of a radio station.

This authorization shall be automatically forfeited if the station does not meet each required construction deadline by the required date of completion unless, before such date(s), a specific application is timely filed to request an extension of the construction deadline(s), supported with good cause why that failure to construct by the required date was due to factors not under control of the grantee.

Licensees are required to pay annual regulatory fees related to this authorization. The requirement to collect annual regulatory fees from regulatees is contained in Public Law 103-66, "The Omnibus Budget Reconciliation Act of 1993". These regulatory fees, which are likely to change each fiscal year, are used to offset costs associated with the Commission's enforcement, public service, international and policy and rulemaking activities. The Commission issues a Report and Order each year, setting the new regulatory fee rates. Receive only earth stations are exempt from payment of regulatory fees.

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Federal Communications Commission
Wireless Telecommunications Bureau

TV

RADIO STATION AUTHORIZATION

LICENSEE: BARRY TELECOMMUNICATIONS, INC.

BARRY TELECOMMUNICATIONS, INC.
STATIONS WKEL-TV P.O. BOX 6007
WEST PALM BEACH, FL 33405

Call Sign KB97271	
File Number	
Radio Service TP - TV Pickup	
SMSA	Station Class

FCC Registration Number (FRN): 000703286

Grant Date 12-22-1988	Effective Date 12-22-1988	Expiration Date 02-01-2013	Print Date
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LOCATION

Fixed Location Address or Area of Operation:
Circular Area Of Operation Defined By Radius 48.3 KM Around Coordinates
26-31-22.2 N, 080-05-29.1 W
City: BOYNTON BEACH County: PALM BEACH

Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001		26-31-22.2 N	080-05-29.1 W		

FREQUENCY PAIRINGS

Frequency (MHz)	Tot (%)	Emission Design	EIRP Constr (dBm) Date	Path No	Seg No	End Loc	Ant Hgt (m)	Gain (dBi)	Beam Reflector H(m)xW(m)	POL (deg)	AZIM (deg)	Rec Loc	Rec Call Sign
6875.0		25M0F9W	55.500	001	1	001	6.1	23.0	12.0	H	VARY	001	
7125.0													
6425.0		25M0F9W	55.500	002	1	001	6.1	23.0	12.0	H	VARY	001	
6525.0													

Waivers/Conditions:

The Facility ID of the Associated Broadcast Parent Station for this license is 61084.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

1

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Federal Communications Commission
Wireless Telecommunications Bureau

RADIO STATION AUTHORIZATION

LICENSEE: BARRY TELECOMMUNICATIONS, INC.

BARRY TELECOMMUNICATIONS, INC.
STATIONS WXEL-TV P.O. BOX 607
WEST PALM BEACH, FL 33405

TV
Backup Data
(Dexter)

Call Sign WMF912	
File Number	
Radio Service TS - TV Studio Transmitter Link	
SMSA	Station Class

FCC Registration Number (FRN): 00073286

Grant Date	Effective Date	Expiration Date	Print Date
03-31-1993	03-31-1993	02-01-2013	

LOCATION INFORMATION

Fixed Location Address or Area of Operation:

12209 HOMELAND RD

City: LANTANA

County: PALM BEACH

State: FL

Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001		26-34-38.2 N	080-05-31.1 W	4.9	9999999
002		26-29-40.2 N	080-05-28.1 W	4.9	

FREQUENCY PATTERNS

Frequency (MHz)	Tot (%)	Emission Desig	EIRP Constr (dBm)	Costr Date	Path No	Seg No	Em Loc No	Ant Hgt (m)	Gain (dB)	Beam (deg)	POL (deg)	AZIM (deg)	Rec Loc No	Rec Call Sign
6900.0-6925.0		25M0P9W	60.500		001	1	001	119.2	2.0	H	116.0	002		

Waivers/Conditions:

The Facility ID of the Associated Broadcast Parent Station for this license is 61084.

Conditions:
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither this license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.



Federal Communications Commission
Wireless Telecommunications Bureau
Radio Station Authorization

125
TV
Main 572

Licensee: BARRY TELECOMMUNICATIONS, INC.

Malcolm G Stevenson
Schwartz, Woods & Miller
1350 Connecticut Ave., NW, Suite 300
Washington DC 20036-1717

FCC Registration Number (FRN)	
0001733286	
Call Sign	
W8Z509	
File Number	
Radio Service	
TS - TV Studio Transmitter Link	
SMSA	Station Class
	FXO

Grant Date 09-28-1990	Effective Date 06-17-2004	Print Date 02-15-2005	Expiration Date 02-01-2013
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LOCATION

Fixed Location Address or Area of Operation
3401 S. CONGRESS AVE.

City BDYNTON BEACH	County PALM BEACH	State FL
-----------------------	----------------------	-------------

Loc No.	Location Name	Latitude	Longitude	Elevation	Antenna Structure Registration No.
001	Transmit	28-29-40.3 N	80-06-28.2 W	4.3	
002	Receive	26-34-38.3 N	80-14-31.2 W	4.8	

FREQUENCY PATHS

Frequency (MHz)	Tot (X)	Emission Desig	EIRP (dBm)	Constr Date	Path No	Seg No	Emt Loc	Ant Hgt (m)	Gain (dB)	Beam (deg)	POL	AZIM (deg)	Rec Loc No	Rec Call Sign
7062.5	0.00050	25M0F9W	68.0		001	1	001	22.6	42.4	1.3	H	301.4	002	

Additional Waivers/Conditions: The Facility ID of the Associated Broadcast Parent Station for this license is 61084.

Conditions:
Pursuant to Section 309(h) of the Communications Act of 1934, as amended, 47 U.S.C. Section 309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. Section 310(d). This license is subject in terms to the right of use or control conferred by Section 706 of the Communications Act of 1934, as amended. See 47 U.S.C. Section 606.



UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
RADIO STATION AUTHORIZATION

Current Authorization : FCC WEB Reproduction
 Unofficial Copy

125
 FM
 Dish
 ReApply for
 License

Name BARRY TELECOMMUNICATIONS, INC.

Call Sign: B030190

(d/b/a)

File Number: SES-REG-20030829-01195

Authorization Registration

Non Common Carrier Grant Date: 10/15/2003 Expiration Date: 08/29/2018

Nature Of Service: Domestic Fixed Satellite Service

Class Of Station: Fixed Earth Station

A) Site Location(s)

#	Site ID	Address	Latitude	Longitude	Elevation (Meters)	NAD	Special Provisions (Refer to Section H)
1)	1	1401 SOUTH CONGRESS	26°09'54.8"N	80°29.0"W	10	83	
BOYNTON BEACH, PALM BEACH, FL 33426							
Licensee certifies antenna(s) comply with gain patterns specified in Section 25.209							

Subject to the provisions of the Communications Act of 1934, The Communications Satellite Act of 1962, subsequent acts and treaties, and all present and future regulations made by this Commission, and further subject to the conditions and requirements set forth in this license, the registrant is registered to operate the radio facilities described below for radio communications for the term beginning Friday, August 29, 2003 and ending Wednesday, August 29, 2018. The required date of commencement of operation is 00/00/0000. Registrant must file with the Commission a certification upon commencement of operation.

B) Particulars of Operations

The General Provision 1010 applies to all receiving frequency bands.

The General Provision 1900 applies to all transmitting frequency bands.

For the text of these provisions, refer to Section H.

#	Frequency	Polarization	Emission	Tx/Rx Mode	Max EIRP /Carrier	Max EIRP Density	Associated Antenna	Special Provisions (Refer to Section H)	Modulation/ Services
1)	3700.0000 - 4200.0000	H,V	10M307W	R			3.8		DIGITAL AUDIO CARRIER
2)	3700.0000 - 4200.0000	H,V	30X0F1D	R			3.8		DIGITAL DATA

C) Frequency Coordination

#	Frequency Limits (MHz)	Satellite Arc (Deg. Long.)		Elevation (Degrees)		Azimuth (Degrees)		Max EIRP Density toward Horizon (dBW/4kHz)	Associated Antenna(s)
		East Limit	West Limit	East Limit	West Limit	East Limit	West Limit		
1)	3700.0000 - 4200.0000	60.0W	143.0W	51.8	15.7	140.7	257.1	3.8	



66

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
RADIO STATION AUTHORIZATION

Current Authorization : FCC WEB Reproduction
Unofficial Copy

Name BARRY TELECOMMUNICATIONS, INC.

Call Sign: E030190

File Number: SBS-REG-20030829-01195

Authorization Registration

Non Common Carrier Grant Date: 10/15/200 Expiration Date: 08/29/2018

D) Point of Communications

The following stations located in the Satellite orbits consistent with Sections B and C of this License:

- 1) 1 to All authorized U.S. Domestic (ALSAT) Satellites.

E) Antenna Facilities

Site/Elevation: 3.05 (Meters) AMSL

Site ID	Antenna ID	Units	Diameter (meters)	Manufacture	Model number	Max Antenna Height (Meters)	Special Provisions (Refer to Section II)
1	3.8	1	3.8	COMTECH ANTENNA SY	3.8 METER PP	3.8 AGL / 6.85 AMSL	

Max Gains(s): 42.9 dBi @ 4.0000 GHz
Maximum total input power at antenna flange (Watts) = .00
Maximum aggregate output EIRP for all carriers (dBW) .00

H) Special and General Provisions

- A) This RADIO STATION AUTHORIZATION is granted subject to the following special

- 2200 These facilities shall be used for the reception of only such programming material that the grantee has been authorized to receive and use by the owner of the programming material.
- 2456 No protection beyond that afforded in "Deregulation of Domestic Receive-Only Satellite Earth Stations" will be provided for TVRO earth stations. Due to 2 degree orbital spacing, "the potential levels of interference caused by satellite transmissions are already defined and the actual level of any protection desired by an applicant from intersatellite interference for small receiving earth station antennas will be achieved by the choice of receiving antenna performance selected by parties installing new receive-only earth stations." FCC 86-133 36552.
- 2464 The grantee is authorized to add, delete or change channels of program material without further application or notification to the Commission, provided: (a) The carriage of such program material is an authorized pursuant to the Commission's rules, regulations and policies governing the terrestrial system (s) used to distribute this material to the end subscribers, and (b) that such earth station operations are consistent with the technical parameters specified in the registration.
- 2465 This provision relates to potential interference from terrestrial microwave stations. Operation of the receive-only earth station shall be in accordance with the frequency coordination exhibit accompanying the application.
- 5216 All operations shall be on a non-common carrier basis.



6

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
RADIO STATION AUTHORIZATION

Current Authorization : FCC WEBB Reproduction
Unofficial Copy

Name BARRY TELECOMMUNICATIONS, INC.

Call Sign: E030190

File Number: SBS-REG-20030829-01195

Authorization Registration

Non Common Carrier Grant Date: 10/15/200 Expiration Date: 08/29/2018

H) Special and General Provisions

B) This RADIO STATION AUTHORIZATION is granted subject to the

This authorization is issued on the grantee's representation that the statements contained in the application are true and that the undertakings described will be carried out in good faith.

This authorization shall not be construed in any manner as a finding by the Commission on the question of marking or lighting of the antenna system should future conditions require. The grantee expressly agrees to install such marking or lighting as the Commission may require under the provisions of Section 303(q) of the Communications Act. 47 U.S.C. § 303(q).

Neither this authorization nor the right granted by this authorization shall be assigned or otherwise transferred to any person, firm, company or corporation without the written consent of the Commission. This authorization is subject to the right of use or control by the government of the United States conferred by Section 706 of the Communications Act. 47 U.S.C. § 706. Operation of this station is governed by Part 25 of the Commission's Rules. 47 C.F.R. Part 25.

This authorization shall not vest in the licensee any right to operate this station nor any right in the use of the designated frequencies beyond the term of this license, nor in any other manner than authorized herein.

This authorization is issued on the grantee's representation that the station is in compliance with environmental requirements set forth in Section 1.1307 of the Commission's Rules. 47 C.F.R. § 1.1307.

This authorization is issued on the grantee's representation that the station is in compliance with the Federal Aviation Administration (FAA) requirements as set forth in Section 17.4 of the Commission's Rules. 47 C.F.R. § 17.4.

The following condition applies when this authorization permits construction of or modifies the construction permit of a radio station.

This authorization shall be automatically forfeited if the station does not meet each required construction deadline by the required date of completion unless, before such date(s), a specific application is timely filed to request an extension of the construction deadline(s), supported with good cause why that failure to construct by the required date was due to factors not under control of the grantee.

Licensees are required to pay annual regulatory fees related to this authorization. The requirement to collect annual regulatory fees from regulates is contained in Public Law 103-66, "The Omnibus Budget Reconciliation Act of 1993". These regulatory fees, which are likely to change each fiscal year, are used to offset costs associated with the Commission's enforcement, public service, international and policy and rulemaking activities. The Commission issues a Report and Order each year, setting the new regulatory fee rates. Receive only earth stations are exempt from payment of regulatory fees.

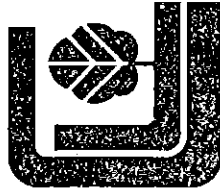
SCHEDULE E

Insurance Policies

SEE ATTACHED

American Land Title Association
Owner's Policy — Form A — 1970
(Rev. 10-17-70 and 10-17-84)

**POLICY
OF
TITLE
INSURANCE**



Issued by



**COMMONWEALTH LAND
TITLE INSURANCE COMPANY**
A Reliance Group Holdings Company

Title Insurance Since 1876

**HOME OFFICE
EIGHT PENN CENTER
PHILADELPHIA, PA. 19103**

B 1021-6



COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

OWNER'S POLICY OF TITLE INSURANCE

POLICY NUMBER
112-209954

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and cost, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title; or
3. Lack of a right of access to and from the land.

IN WITNESS WHEREOF, the Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.



COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

James J. Lynch Jr.
Secretary

By

Joseph A. Burke
President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. (a) Governmental police power.
(b) Any law, ordinance or governmental regulation relating to environmental protection.
(c) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part.
(d) The effect of any violation of the matters excluded under (a), (b) or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Date of Policy in those records in which under state statutes deeds, mortgages, lis pendens, liens or other title encumbrances must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge; provided, however, that without limitation, such records shall not be construed to include records in any of the offices of federal, state or local environmental protection, zoning, building, health or public safety authorities.
2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

SCHEDULE A

Policy No. 112-209954 Effective Date: April 24, 1986 at 11:03 A.M.

File Number H-960628-W

Amount of Insurance: \$ 1,136,000.00

1. Name of Insured:

South Florida Public Telecommunications, Inc., a non-profit corporation

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 4857, Page 332, of the Public Records of Palm Beach County, Florida.

3. The land referred to in this policy is described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

MOYLE, FLANIGAN, KATZ, FITZGERALD & SHEEHAN, P.A.
625 N. Flagler Drive
9th Floor Barnett Center
West Palm Beach, Florida 33402

Countersigned: _____

Authorized Officer or Agent



COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

File No. H-960628-W

Policy No. 112-209954

LEGAL DESCRIPTION

A parcel of land in Section 6, Township 46 South, Range 43 East, Palm Beach County, Florida, described as follows:

Commencing at the Northeast corner of said Section 6; thence with a bearing of South, along the East line of said Section 6, a distance of 1783.92 feet to a point; thence with a bearing of West, a distance of 53.00 feet to a point on the West right of way line of Congress Avenue; said point being the point of beginning; thence continue with a bearing of South along the West right-of-way line of Congress Avenue; said line lying 53.00 feet West of and parallel to the East line of Section 6, a distance of 480.00 feet to a point; thence with a bearing of West, a distance of 370.00 feet; thence with a bearing of South a distance of 111.28 feet; thence with a bearing of West, a distance of 380.00 feet to a point on the East line of the Subdivision Summit Plat No. 1, as recorded in Plat Book 36, page 48 through 51 of the Public Records of Palm Beach County, Florida; thence with a bearing of North along the East line of the Summit Plat No. 1, a distance of 229.26 feet; thence with a bearing of East, a distance of 380.00 feet; thence with a bearing of North a distance of 391.09 feet; thence with a bearing of South 85° 30' 30" East, a distance of 371.14 feet more or less to the Point of Beginning, Less the East 7.00 feet thereof

SCHEDULE B

File Number H-960628-W

Policy No. 112-209954

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Right-of-Way of Congress Avenue.
7. Matters as shown on survey of subject premises, prepared by Richard L. Shephard & Assoc., Inc., dated March 12, 1986, No. FB 158/54.
8. Matters as shown in that certain Corrective Fee Simple Deed, dated April 15, 1986, filed for record April 24, 1986 and recorded in Official Record Book 4857, page 332, of the Public Records of Palm Beach County, Florida.

Schedule B of this Policy consists of 1 Page

CONDITIONS AND STIPULATIONS

(Continued)

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any

improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to Commonwealth Land Title Insurance Company, Eight Penn Center, Philadelphia, Pennsylvania 19103.

LAW OFFICES

MOYLE, FLANIGAN, KATZ, FITZGERALD & SHEEHAN, P.A.

9TH FLOOR, BARNETT CENTRE

625 NORTH FLAGLER DRIVE

POST OFFICE BOX 3888

WEST PALM BEACH, FLORIDA 33408

TELEPHONE (305) 659-7600

TELECOPIER (305) 659-1789

KAREN LEVIN ALEXANDER
THOMAS M. BEASON
PETER L. BRETON
ROBERT BRODY
BRUCE R. BRYAN
E. COLE FITZGERALD, III
JOHN F. FLANIGAN
ANDREW FULTON, III
JAMES PATRICK GARRITY
MYRA GENDEL
MARTIN V. KATZ
WILLIAM B. KING
RONALD K. KOLINS
LISA MILLER LAYMAN
STEVEN A. MAYANS
JON C. MOYLE
DAVID S. PRESSLY
MARK E. RAYMOND
THOMAS A. SHEEHAN, III
DONNA H. STINSON
MARTA M. SUAREZ-MURIAS

TALLAHASSEE OFFICE
SUITE 100, THE PERKINS HOUSE
118 NORTH GADSDEN STREET
TALLAHASSEE, FLORIDA 32301
TELEPHONE (904) 681-3828

July 11, 1986

Mr. Sam Barbaro
Executive Vice President
and General Manager
South Florida Public Tele-
communications, Inc.
Post Office Drawer 6607
West Palm Beach, Florida 33405

Re: South Florida Public Telecommuni-
cations, Inc./Title Insurance Matter

Dear Sam:

Enclosed herewith please find Endorsement No. 1 to the title insurance policy for the new Boynton Beach property which simply deletes two standard exceptions to the insurance coverage, as requested by Dusty Sang. Please attach this Endorsement to the original policy previously delivered to you.

If you have any questions or would like to discuss this matter in greater detail, feel free to contact me.

Sincerely yours,


Martin V. Katz

MVK:plr

Enclosure

cc: Lewis M. Sang, Esq.
w/copy of enclosure

0306K



COMMONWEALTH LAND
 TITLE INSURANCE COMPANY
 A Reliance Group Holdings Company

ENDORSEMENT NO. 1

To be annexed to and form a part of ~~COMMONWEALTH~~ Policy No. 112-209954 insuring
 South Florida Public Telecommunications, Inc., a non-profit corporation

as set forth in said ~~COMMONWEALTH~~ Policy.
 The said ~~COMMONWEALTH~~ Policy is hereby amended in the following manner:

Items 3 and 4 of Schedule B are hereby deleted in their entirety

The total liability of the Company under said ~~COMMONWEALTH~~ policy and any endorsements attached thereto shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the provisions of said ~~COMMONWEALTH~~ policy to pay.

This endorsement is made a part of said ~~COMMONWEALTH~~ policy and is subject to the exclusions, schedules, endorsements, conditions, stipulations and terms thereof, except as modified by the provisions hereof. Nothing herein contained shall be construed as extending or changing the effective date of said ~~COMMONWEALTH~~ Policy, unless otherwise expressly stated.


IN WITNESS WHEREOF COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the 11th day of July A.D. 19 86


Countersigned
 MOYLE, FLANIGAN, KATZ,
 FITZGERALD & SHEPHERD, P.A.

By 
 Authorized Officer or Agent
 Martin V. Katz

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By 
 President

Attest: 
 Secretary



COMMONWEALTH LAND
 TITLE INSURANCE COMPANY
 A Reliance Group Holdings Company

ENDORSEMENT NO. 1

To be annexed to and form a part of ~~XXXXXXX~~ Policy No. 112-209954 insuring

South Florida Public Telecommunications, Inc., a non-profit corporation

as set forth in said ~~XXXXXXX~~ Policy.

The said ~~XXXXXXX~~ Policy is hereby amended in the following manner:

Items 3 and 4 of Schedule B are hereby deleted in their entirety

The total liability of the Company under said ~~XXXXXXX~~ policy and any endorsements attached thereto shall not exceed, in the aggregate, the face amount of said policy and costs which the Company is obligated under the provisions of said ~~XXXXXXX~~ policy to pay.

This endorsement is made a part of said ~~XXXXXXX~~ policy and is subject to the exclusions, schedules, endorsements, conditions, stipulations and terms thereof, except as modified by the provisions hereof.

Nothing herein contained shall be construed as extending or changing the effective date of said ~~XXXXXXX~~ Policy, unless otherwise expressly stated.

IN WITNESS WHEREOF COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the 11th day of July A.D. 19 86

Countersigned
 MOYLE, FLANIGAN, KATZ,
 FITZGERALD & SHEEHAN, P.A.

By 
 Authorized Officer or Agent
 Martin V. Katz

COMMONWEALTH LAND TITLE INSURANCE COMPANY



By 
 President

Attest: 
 Secretary



COMMONWEALTH LAND

TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

OWNER'S POLICY OF TITLE INSURANCE

POLICY NUMBER

112-209954

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS CONTAINED IN SCHEDULE B AND THE PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and cost, attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested otherwise than as stated therein;
2. Any defect in or lien or encumbrance on such title; or
3. Lack of a right of access to and from the land.

IN WITNESS WHEREOF, the Commonwealth Land Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.



COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest:

James J. Lynch, Jr.
Secretary

By

Joseph A. Burke
President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy:

1. (a) Governmental police power.
(b) Any law, ordinance or governmental regulation relating to environmental protection.
(c) Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part.
(d) The effect of any violation of the matters excluded under (a), (b) or (c) above, unless notice of a defect, lien or encumbrance resulting from a violation has been recorded at Date of Policy in those records in which under state statutes deeds, mortgages, lis pendens, liens or other title encumbrances must be recorded in order to impart constructive notice to purchasers of the land for value and without knowledge; provided, however, that without limitation, such records shall not be construed to include records in any of the offices of federal, state or local environmental protection, zoning, building, health or public safety authorities.
2. Rights of eminent domain unless notice of the exercise of such rights appears in the public records at Date of Policy.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not known to the Company and not shown by the public records but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors.

(b) "insured claimant": an insured claiming loss or damage hereunder.

(c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records.

(d) "land": the land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitute real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": those records which by law impart constructive notice of matters relating to said land.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. DEFENSE AND PROSECUTION OF ACTIONS — NOTICE OF CLAIM TO BE GIVEN BY AN INSURED CLAIMANT

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an insured in all litigation consisting of actions or proceedings commenced against such insured to the extent that such litigation is founded upon an alleged defect, lien, encumbrance, or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case any action or proceeding is begun as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of this policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

4. NOTICE OF LOSS — LIMITATION OF ACTION

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within 90 days after such loss or damage shall have been determined and no right of action shall accrue to an insured claimant until 30 days after such statement shall have been furnished. Failure to furnish such statement of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS

The Company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment, by the insured claimant and authorized by the Company.

6. DETERMINATION AND PAYMENT OF LOSS

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

SCHEDULE A

Policy No. 112-209954 Effective Date: April 24, 1986 at 11:03 A.M.

File Number H-960628-W

Amount of Insurance: \$ 1,136,000.00

1. Name of Insured:

South Florida Public Telecommunications, Inc., a non-profit corporation

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book 4857, Page 332, of the Public Records of Palm Beach County, Florida.

3. The land referred to in this policy is described as follows:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

MOYLE, FLANIGAN, KATZ, FITZGERALD & SHEEHAN, P.A.
625 N. Flagler Drive
9th Floor Barnett Center
West Palm Beach, Florida 33402

Countersigned: _____

Authorized Officer or Agent



COMMONWEALTH LAND
TITLE INSURANCE COMPANY
A Reliance Group Holdings Company

File No. H-960628-W

Policy No. 112-209954

LEGAL DESCRIPTION

A parcel of land in Section 6, Township 46 South, Range 43 East, Palm Beach County, Florida, described as follows:

Commencing at the Northeast corner of said Section 6; thence with a bearing of South, along the East line of said Section 6, a distance of 1783.92 feet to a point; thence with a bearing of West, a distance of 53.00 feet to a point on the West right of way line of Congress Avenue; said point being the point of beginning; thence continue with a bearing of South along the West right-of-way line of Congress Avenue; said line lying 53.00 feet West of and parallel to the East line of Section 6, a distance of 480.00 feet to a point; thence with a bearing of West, a distance of 370.00 feet; thence with a bearing of South a distance of 111.28 feet; thence with a bearing of West, a distance of 380.00 feet to a point on the East line of the Subdivision Summit Plat No. 1, as recorded in Plat Book 36, page 48 through 51 of the Public Records of Palm Beach County, Florida; thence with a bearing of North along the East line of the Summit Plat No. 1, a distance of 229.26 feet; thence with a bearing of East, a distance of 380.00 feet; thence with a bearing of North a distance of 391.09 feet; thence with a bearing of South 85° 30' 30" East, a distance of 371.14 feet more or less to the Point of Beginning, Less the East 7.00 feet thereof

SCHEDULE B

File Number H-960628-W

Policy No. 112-209954

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Right-of-Way of Congress Avenue.
7. Matters as shown on survey of subject premises, prepared by Richard L. Shephard & Assoc., Inc., dated March 12, 1986, No. FB 158/54.
8. Matters as shown in that certain Corrective Fee Simple Deed, dated April 15, 1986, filed for record April 24, 1986 and recorded in Official Record Book 4857, page 332, of the Public Records of Palm Beach County, Florida.

Schedule B of this Policy consists of 1 Page~~s~~

CONDITIONS AND STIPULATIONS

(Continued)

7. LIMITATION OF LIABILITY

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as insured, as provided in paragraph 3 hereof; or (c) for liability voluntarily assumed by an insured in settling any claim or suit without prior written consent of the Company.

8. REDUCTION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto. No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

9. LIABILITY NONCUMULATIVE

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring either (a) a mortgage shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgages any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

10. APPORTIONMENT

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any

improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

11. SUBROGATION UPON PAYMENT OR SETTLEMENT

Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and if requested by the Company, such insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation and shall permit the Company to use the name of such insured claimant in any transaction or litigation involving such rights or remedies. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

12. LIABILITY LIMITED TO THIS POLICY

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. NOTICES, WHERE SENT

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to Commonwealth Land Title Insurance Company, Eight Penn Center, Philadelphia, Pennsylvania 19103.



USI Insurance Services LLC

Date: 2/29/12

**SCHEDULE OF INSURANCE
Barry Telecommunications Inc.**

SCHEDULE OF NAMED INSUREDS

WXEL Public Television
Radio Barry Telecommunications, Inc

*The details of this coverage summary are advisory only, the policies are the final document of authority. USI Insurance Services LLC does not profess or guarantee the adequacy of the amount(s) of insurance contained hereon.

USI Insurance Services LLC

300 Executive Drive

West Orange, NJ 07062



USI Insurance Services LLC

Date: 2/29/12

SCHEDULE OF INSURANCE
Barry Telecommunications Inc.

SCHEDULE OF LOCATIONS

<u>Loc #</u>	<u>Address</u>	<u>City</u>	<u>STATE</u>
1	3401 Congress Avenue	Boynton Beach	FL
	<u>BUILDING #</u> 1	<u>BUILDING DESCRIPTION</u> office/studios	

*The details of this coverage summary are advisory only, the policies are the final document of authority. USI Insurance Services LLC does not profess or guarantee the adequacy of the amount(s) of insurance contained hereon.

USI Insurance Services LLC

300 Executive Drive

West Orange, NJ 07062



USI Insurance Services LLC

Date: 2/29/12

SCHEDULE OF INSURANCE Barry Telecommunications Inc.

COMMERCIAL GENERAL LIABILITY COVERAGE

COVERAGE	COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION
Commercial Package	Hartford Fire Insurance Company	16UENEO9292	6/30/2011	6/30/2012
Limits Of Liability:	\$1,000,000	Bodily Injury and Property Damage Combined Single Limit of Liability – (Each Occurrence)		
	\$2,000,000	General Aggregate		
	\$2,000,000	Products & Completed Operations Aggregate		
	\$1,000,000	Personal & Advertising Injury		
	\$50,000	Fire Damage Liability		
	\$5,000	Medical Expense (Any One Person)		
Deductibles:	\$0			

ADDITIONAL COVERAGE

COVERAGE DESCRIPTION
Employee Benefits Liability- \$2,000,000/\$1,000,000

*The details of this coverage summary are advisory only, the policies are the final document of authority. USI Insurance Services LLC does not profess or guarantee the adequacy of the amount(s) of insurance contained hereon.

USI Insurance Services LLC

300 Executive Drive

West Orange, NJ 07052



USI Insurance Services LLC

Date: 2/29/12

SCHEDULE OF INSURANCE Barry Telecommunications Inc.

COMMERCIAL AUTOMOBILE SCHEDULE

COVERAGE	COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
Commercial Package	Hartford Fire Insurance Company	16UENEO9292	6/30/2011	6/30/2012

COVERAGE	LIMITS	DEDUCTIBLE AMOUNT
LIABILITY	\$1,000,000	\$0
Property Damage	Actual Cash Value	\$500
Personal Injury Protection	Statutory	\$250
Uninsured Motorist	\$1,000,000	\$0
Uninsured Property Damage	\$1,000,000	\$0
HIRED AND NON-OWNED AUTOMOBILE LIABILITY	\$1,000,000	\$0

VEHICLE INFORMATION

#	STATE	YEAR	MAKE	MODEL	VIN#	Comp. Ded.	Coll. Ded.
1	FL	2009	TOYOTA	SIENNA	5TDZK23C29S254581	\$500	\$500
2	FL	2009	HOND	CRV LX	3CZRE383796701260	\$500	\$500

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USI Insurance Services LLC

300 Executive Drive

West Orange, NJ 07052



USI Insurance Services LLC

Date: 2/29/12

SCHEDULE OF INSURANCE Barry Telecommunications Inc.

MISCELLANEOUS COVERAGE

COVERAGE	COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
Management Liability	Federal Insurance Company	80957143	6/30/2011	6/30/2012

Line of Business: Crime

Loc #	BLDG #	COVERAGE DESCRIPTION	LIMIT	DEDUCTIBLE	ADDITIONAL INFORMATION
		Employee Theft	\$250,000	\$1,000	Employee Theft
		Forgery	\$250,000	\$1,000	Forgery
		On Premises	\$10,000	\$1,000	On Premises
		In Transit	\$10,000	\$1,000	In Transit
		Computer Fraud	\$10,000	\$1,000	Computer Fraud

Line of Business: Directors and Officers

Loc #	BLDG #	COVERAGE DESCRIPTION	LIMIT	DEDUCTIBLE	ADDITIONAL INFORMATION
		Directors &/Or Officers:	\$2,000,000	\$25,000	Entity Coverage Included

Line of Business: Employment Practices Liability

Loc #	BLDG #	COVERAGE DESCRIPTION	LIMIT	DEDUCTIBLE	ADDITIONAL INFORMATION
		Employment Practices Liability	\$1,000,000	\$10,000	Employment Practices Liability



USI Insurance Services LLC

Date: 2/29/12

SCHEDULE OF INSURANCE
Barry Telecommunications Inc.

MISCELLANEOUS COVERAGE

COVERAGE	COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
Professional Liability	Axis Insurance Company	MCN000125631101	6/30/2011	6/30/2012

COVERAGE DESCRIPTION	LIMIT	DEDUCTIBLE
Limit per Claim	\$3,000,000	\$10,000
Aggregate Limit	\$3,000,000	



USI Insurance Services LLC

Date: 2/29/12

SCHEDULE OF INSURANCE Barry Telecommunications Inc.

COMMERCIAL PROPERTY

COVERAGE	COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
Property	Westchester Surplus Lines Insurance Co	D37388130001	06/30/2011	06/30/2012

Line of Business: **Property**

COVERAGE DESCRIPTION	LIMIT	DEDUCTIBLE
Total Insured Value	\$3,836,268	\$5,000
Sublimit – Buildings	\$3,065,019	\$5,000
Sublimit – Personal Property	\$10,000	\$5,000
Wind Coverage	Up to Covered Limits	5% of Values, subject to \$100,000 Minimum
Inland Marine Property	\$5,854,302	\$5,000



USI Insurance Services LLC

Date: 2/29/12

SCHEDULE OF INSURANCE
Barry Telecommunications Inc.

BOILER & MACHINERY

COVERAGE	COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
Equipment Breakdown	Travelers Indemnity Co of America	BAJ-BM21-2054R501	06/30/2011	06/30/2012

Line of Business: **Property**

COVERAGE DESCRIPTION	LIMIT	DEDUCTIBLE
Total Insured Value	\$9,778,432	\$5,000



USI Insurance Services LLC

Date: 2/29/12

SCHEDULE OF INSURANCE
Barry Telecommunications Inc.

WORKERS' COMPENSATION COVERAGE

COVERAGE	COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
Workers Compensation	Technology Insurance Company, Inc.	TWC3284094	7/2/2011	7/2/2012

COVERAGE	LIMITS
Employers Liability Limit	\$500,000
Bodily Injury by Accident	\$500,000
Bodily Injury by Disease	\$500,000

STATE: FL

CLASS	LOC	CLASS DESCRIPTION	# OF EMPLOYEES	EXPOSURE	RATE
7610		Radio Or Television Broadcasting Station-all Employees & Clerical, Drivers		\$2,290,500	\$0.68
8742		Salespersons, Collectors Or Messengers--outside		\$76,250	\$0.49



USI Insurance Services LLC

Date: 2/29/12

SCHEDULE OF INSURANCE
Barry Telecommunications Inc.

COMMERCIAL UMBRELLA COVERAGE

COVERAGE	COMPANY	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
Commercial Umbrella	Hartford Casualty Insurance Company	16RHUEO9876	6/30/2011	6/30/2012

COVERAGES

COVERAGE	LIMIT OF LIABILITY
Bodily Injury and Property Damage Combined Single Limit of Liability	\$5,000,000
Aggregate Limit	\$5,000,000
Retention	\$10,000

SCHEDULE F

Grants

NONE