

# **ASSET PURCHASE AGREEMENT**

This ASSET PURCHASE AGREEMENT, dated as of May \_\_, 2007 (this "Agreement"), by and between WRBX/WTNL, INC. ("Seller"), and William Keith Register ("Purchaser").

WITNESSETH:

WHEREAS, Seller is the Federal Communications Commission licensee of FM radio station WRBX, Reidsville, Georgia (FCC Facility ID #73932), and AM radio station WTNL, Reidsville, Georgia, (FCC Facility ID #73931) pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, on the terms and conditions described herein, Seller desires to sell and Purchaser desires to acquire all FCC licenses and certain of the assets owned Seller and used in connection with the operation of Stations; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the parties hereto agree as follows:

## **1. Sale of Assets.**

(a) On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Purchaser, and Purchaser shall acquire and assume from Seller, the assets, interests and rights of Seller, which are owned by Seller and used or useful in connection with Stations (the "Assets") (but excluding the Excluded Assets described in subparagraph (c) below), including:

(i) Certain of Seller's equipment, machinery, furniture, furnishings, fixtures, office materials, and other tangible personal property used or useful in the conduct of the transmission operations of Stations (the "Tangible Personal Property"), the property set forth on Schedule 1 hereto; and

(ii) All of the licenses, permits and other authorizations, including the FCC Authorizations (collectively, the "Licenses"), issued by the FCC, including those set forth on Schedule 2 hereto.

(iii) The real estate comprising the tower site and studios for the Stations as shown in Schedule 3 hereto.

(iv) The tower lease shown in Schedule 4 hereto

(b) The Assets shall be transferred by Seller to Purchaser free and clear of all debts, security interests, mortgages, claims, pledges, liens, liabilities and encumbrances ("Liens"), but otherwise in "as is, where is" condition.

(c) The following assets and obligations relating to the business of Stations shall be retained by Seller and shall not be sold, assigned or transferred to or assumed by Purchaser (the "Excluded Assets"):

(i) Cash on hand and in banks (or their equivalents), and accounts receivable arising out of the operation of Stations prior to Closing;

(ii) All rights of Seller under all contracts, leases, and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by Seller relating to property or equipment repaired, replaced, restored by Seller prior to the Closing Date;

(iii) All pension, profit-sharing, retirement, stock purchase or savings plans or trusts and any assets thereof and all other employee benefit plans;

(iv) All deposits and all prepaid expenses and taxes; and

(v) Seller's corporate records.

## **2. Purchase Price Consideration.**

(a) Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date Purchaser shall convey to the Seller the sum of TWO HUNDRED AND SEVENTEEN THOUSAND DOLLARS (\$217,000.00) payable as follows:

(b) \$117,000.00 by wire transfer or other reasonable means specified by the Seller on the Closing Date:

(c) \$100,000.00 on December 1, 2008..

## **3. FCC Consent; Assignment Applications.**

(a) Purchaser and Seller shall execute, file and vigorously prosecute simultaneous applications with the FCC (the "Assignment Applications") requesting its consent to the assignment, from Seller to Purchaser, of all FCC Authorizations pertaining to Stations (the "FCC Consent") at a date not later than five (5) business days after the execution of this Agreement. Purchaser and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC consent without delay, and to promptly consummate this Agreement in full. Each party shall be responsible for all of its own costs with respect thereto.

(b) At the time the FCC application seeking consent for the assignment of the Stations license to the Purchaser is filed, the Purchaser may file a request with the Commission for a change in the call letters for the Stations' to call letters of its choice and available for assignment under the Commission's rules and policies. The change in the call letters for Stations shall be requested to be contingent upon the Closing hereunder and the Seller agrees to fully cooperate in the change in call letters.

**4. Closing Date; Closing Place.** The closing (the “Closing”) of the transactions contemplated by this Agreement shall occur ten (10) days following the date on which the FCC Consents shall have each become a Final Order (as hereinafter defined) (the “Closing Date”) and the other conditions to closing set forth in Section 8 have either been waived or satisfied. Seller and Purchaser shall notify the FCC in writing upon consummation of the abovementioned assignments. For purposes of this Agreement, the term “Final Order” means action by the FCC consenting to an application that is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The Closing shall be held at the offices of Purchaser’s counsel or by mail, as the Parties may agree.

**5. Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Purchaser:

(a) Seller is a Georgia corporation. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller and no other proceedings on the part of Seller are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

(b) Schedule 1 hereto contains a list of the Tangible Personal Property owned or leased by Seller that shall be transferred to Purchaser.

(c) Schedule 2 hereto contains a list of the FCC Authorizations being transferred.

(d) Schedule 3 hereto contains a description of the real estate being transferred.

(e) Schedule 4 hereto contains the tower lease to be assigned to Purchaser.

(f) The instruments to be executed by Seller and delivered to Purchaser at the Closing, conveying the Assets to Purchaser, will transfer good and marketable title to the Assets free and clear of all Liens.

(g) There is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller.

**6. Representations and Warranties of Purchaser.** Purchaser hereby makes the following representations and warranties to Seller:

(a) Purchaser is an individual and has the requisite power and authority to own the license and assets for the Stations.

(b) Purchaser has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and

validly authorized by Purchaser and no other proceedings on the part of Purchaser are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes the legal, valid and binding agreements of Purchaser. Purchaser is legally, financially and technically qualified to acquire and become the Purchaser of the Stations.

(c) There is no litigation, proceeding or governmental investigation pending or to the knowledge of Purchaser, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Purchaser including without limitation, any voluntary or involuntary petition under Federal bankruptcy law or any state receivership or similar proceedings, that would prevent or materially impede the consummation by Purchaser of the transactions contemplated by this Agreement, nor does Purchaser know of, or have any reasonable ground to know of, in view of its present situation or action it now contemplates taking, any basis for such litigation, proceeding or investigation.

(d) There is no broker or finder or other person who would have any valid claim against Seller for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by Purchaser.

**7. Covenants.** Seller covenants with Purchaser, and Purchaser covenants with Seller, that, between the date hereof and the Closing Date, both shall act in accordance with the following:

(a) If any event should occur which would prevent the consummation of the transactions contemplated hereunder, Seller and/or Purchaser shall use its respective best efforts to cure the event as expeditiously as possible.

**8. Conditions Precedent to Obligation to Close.**

(a) The performance of the obligations of Seller hereunder is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Seller:

(i) Purchaser shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Purchaser prior to or as of the Closing Date;

(ii) The FCC Consents contemplated by this Agreement shall have each become a Final Order;

(iii) Purchaser shall have delivered to Seller, on the Closing Date, the documents required to be delivered pursuant to Section 9(b);

(iv) If any event should occur which would prevent the consummation of the transactions contemplated hereunder, the Purchaser, as appropriate, shall use its best efforts to cure the event as expeditiously as possible.

(b) The performance of the obligations of Purchaser hereunder is subject to the satisfaction of each of the following express conditions precedent:

(i) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date;

(ii) The FCC Consents contemplated by this Agreement shall have each become a Final Order;

(iii) No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby;

(iv) Seller shall have delivered to Purchaser, on the Closing Date, the documents required to be delivered pursuant to Section 9(a).

**9. Closing Deliveries.**

(a) At the Closing, Seller will deliver to Purchaser the following, each of which shall be in form and substance reasonably satisfactory to Purchaser and its counsel:

(i) A Bill of Sale, and other instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to Purchaser the personal property Assets and effectively vest in Purchaser good and marketable title to the personal property Assets;

(ii) An Assignment and Assumption of the Stations' FCC Licenses;

(iii) As assignment of the Tower lease to Purchaser;

(iv) Certified copies of the resolutions of the Board of Directors of Seller authorizing and approving the execution and delivery of this Agreement and each of the other documents to be delivered in connection herewith and authorizing the consummation of the transactions contemplated hereby and thereby;

(v) A certificate, dated the Closing Date, executed by the President of Seller, certifying the fulfillment of the conditions set forth in Section 8(b)(i) and (ii) hereof; and

(vi) A certificate of existence or good standing for Seller from the Secretary of State of the State of Georgia;

(vii) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Purchaser shall reasonably request, each in form and substance satisfactory to Purchaser and its counsel.

(b) Prior to or at the Closing, Purchaser will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(i) Such other documents, instruments and agreements necessary consummate the transactions contemplated by this Agreement or as Seller shall reasonably request, each in form and substance satisfactory to Seller and its counsel.

#### 10. Indemnification.

(a) Following the Closing, Seller shall indemnify, defend and hold harmless Purchaser with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Purchaser directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its representations or warranties that survive the Closing, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the Closing; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station prior to the Closing, including the Retained Liabilities and with respect to the Excluded Assets.

(b) Following the Closing, Purchaser shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by Purchaser of any of its representations, warranties, or failure by Purchaser to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station as conducted by Purchaser subsequent to the Closing.

(c) The several representations and warranties of Seller and Purchaser contained in or made pursuant to this Agreement shall expire on the date that is one (1) year after the Closing Date.

**11. Notices.** All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a party as shall be specified by like notice):

If to Seller, to:

Pastor Truman Blankenship  
Nassau Baptist Ministries  
101 Blackrock Road  
Yulee, Florida 32097

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

Jeffrey D. Southmayd, Esq.  
Southmayd & Miller  
1220 19<sup>th</sup> Street, N.W.  
Suite 400  
Washington, DC 20036

If to Purchaser, to:

William Keith Register  
697 George Morris Road  
Vidalia Georgia 30474

**12. Governing Law; Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia, without giving effect to the choice of law principles thereof.

**13. Counterparts.** This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument. This Agreement may be executed and exchanged by facsimile transmission, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.

**14. Expenses.** Except as otherwise set forth in this Section, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. Provided, that the parties shall each pay ½ of all legal fees incurred in connection with this transaction. The Parties will each pay ½ of any FCC filing fees related to the Assignment Application. All federal, state, local and other transfer and sales taxes applicable to, imposed upon or arising out of the transfer to Purchaser of the Assets as contemplated hereby shall be paid according to local custom. The Parties understand and acknowledge that there is an outstanding forfeiture due to the Commission in connection with the Stations in the amount of \$14,000.00, and they agree to each pay ½ of this forfeiture amount.

**15. Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may

voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

**16. Entire Agreement.** This Agreement, and the exhibits attached hereto, supersedes all prior agreements and understandings between the parties with respect to the subject matter and no changes shall be binding unless in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**Seller:**

**WRBX/WTNL, INC.**

By: \_\_\_\_\_  
Truman Blankenship, President

**Purchaser:** William Keith Register

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



SCHEDULE 1

TANGIBLE PERSONAL PROPERTY

# **WRBX / WTNL RADIO EQUIPMENT LIST**

- 1- Henry 6kw transmitter FM
- 1- CCA 1kw transmitter AM
- 1- FM 3 bay Cellwave antenna
- 1- Unipole AM antenna
- 1- 400-foot Guyed Tower
- 1 – FM Processor
- 1- AM Processor
- 1- 400 feet 1 5/8 Transmission Line
- 1- Fiber Optics network between transmitter building and studio 200ft plus
- 1- Automation system B.S.I. on-air and production
- 2- Audio console boards
- 1- Sage Endec E.A.S. and Receivers
- 1-Unity Satellite Receiver
- 1- Satellite Dish
- 1-Audio Computer (Dell) for editing
- 1- Transmitter Building (400 Sq Ft)
- 1 – House (Approx: 1200 Sq Ft)
- 1- Studio Building (Approx: 1800 Sq Ft)
- Numerous CD and Tape decks – microphones and accessories
- Large Music Library
- All other items such as: Office equipment / furniture  
Kitchen Appliances / furniture  
Reception Area furniture

SCHEDULE 2

STATIONS' LICENSES

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

Authorizing Official:

Official Mailing Address:

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NASSAU BAPTIST MINISTRIES  
101 BLACKROCK RD  
YULEE FL 32097

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Daniel J Fontaine  
Supervisory Engineer  
Audio Division  
Media Bureau

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Facility Id: 47425

Call Sign: WNLE

License File Number: BLED-19980626KD

This license covers Permit No.: BPED-950629IA

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Grant Date: September 25, 1998

This license expires 3:00 a.m.  
local time, February 01, 2004.

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: WNLE

License No.: BLED-19980626KD

Name of Licensee: NASSAU BAPTIST MINISTRIES

Station Location: FL-FERNANDINA BEACH

Frequency (MHz): 91.7

Channel: 219

Class: C2

Hours of Operation: Unlimited

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

Transmitter output power:

Antenna type: Non-Directional

Description:

Antenna Coordinates: North Latitude: 30 deg 37 min 23 sec  
West Longitude: 81 deg 31 min 49 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	32	32
Height of radiation center above ground (Meters):	69	69
Height of radiation center above mean sea level (Meters):	75	75
Height of radiation center above average terrain (Meters):	68	68

Antenna structure registration number: 1038066

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

Special operating conditions or restrictions:

- 1 The permittee/licensee must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

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

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

Authorizing Official:

Official Mailing Address:

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WRBX / WTNL, INC.  
P. O. BOX 69  
REIDSVILLE GA 30453

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Penelope A. Dade  
Supervisory Analyst  
Audio Division  
Media Bureau

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Facility Id: 73932

Call Sign: WRBX

License File Number: BLH-19990603KI

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Grant Date: September 30, 2002

This license expires 3:00 a.m.  
local time, April 01, 2004.

This License Covers Permit No.: BPH-19960930IC  
As Modified by Permit No.: BMPH-19980804IB

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Callsign: WRBX

License No.: BLH-19990603KI

Name of Licensee: WRBX / WTNL, INC.

Station Location: GA-REIDSVILLE

Frequency (MHz): 104.1

Channel: 281

Class: A

Hours of Operation: Unlimited

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

Transmitter output power: 3.7 kW

Antenna type: Non-Directional

Description: CAB LP3-3

Antenna Coordinates: North Latitude: 32 deg 05 min 14 sec

West Longitude: 82 deg 07 min 48 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	4.9	4.9
Height of radiation center above ground (Meters):	111	111
Height of radiation center above mean sea level (Meters):	158	158
Height of radiation center above average terrain (Meters):	110	110

Antenna structure registration number: 1021805

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

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

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

**LICENSE RENEWAL AUTHORIZATION**

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION  
FOR RENEWAL OF LICENSE, BRED-20030805AFB,  
WAS GRANTED ON 01/21/2004 FOR A TERM  
EXPIRING ON 02/01/2012.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION  
FOR STATION WNLE.

FACILITY ID: 47425

LOCATION: FERNANDINA BEACH, FL

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

NASSAU BAPTIST MINISTRIES  
101 BLACKROCK RD  
YULEE, FL 32097



**LICENSE RENEWAL AUTHORIZATION**

THIS IS TO NOTIFY YOU THAT YOUR APPLICATION  
FOR RENEWAL OF LICENSE, BRH-20040615ABS, WAS  
GRANTED ON 11/27/2006 FOR A TERM EXPIRING ON  
04/01/2012.

THIS IS YOUR LICENSE RENEWAL AUTHORIZATION  
FOR STATION WRBX.

FACILITY ID: 73932

LOCATION: REIDSVILLE, GA

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

WRBX / WTNL, INC.  
P. O. BOX 69  
REIDSVILLE, GA 30453

SCHEDULE 3  
REAL ESTATE DESCRIPTION

## WARRANTY DEED

STATE OF GEORGIA  
COUNTY OF TATTNALL

THIS INDENTURE, Made this \_\_\_\_ day of August, 2006, between WRBX & WTNL, L.L.C., a Georgia Limited Liability Company, a/k/a WRBX/WTNL, LLC., and LARRY W. MONTGOMERY, FRIEL THRIFT, LARRY TODD, and WAYNE COMBS, being all of the surviving shareholders of WRBX/WTNL, INC., a now dissolved Florida corporation, parties of the first part, and NASSAU BAPTIST TEMPLE, INC., a Florida corporation, whose address is: 464069 SR 200, Yulee, FL 32097, party of the second part.

**WITNESSETH:** That the said parties of the first part, for and in consideration of ONE DOLLAR and other good and valuable considerations, in hand paid at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all of the following described property, to-wit:

All that tract or parcel of land lying and being in the City of Reidsville, 41st G.M. District of Tattnall County, Georgia, being described ast Lots 15, 16, 17, 18, 19, 20, 21, 22, and 23 of the Sherwood Forest Subdivision as per map or plat of said subdivision, dated January, 1967, prepared by Joe P. Davis, Georgia Registered Surveyor No. 1436, and recorded in Deed Book 4-U, page 495, Tattnall County Records. Said plat is by reference incorporated herein for a more complete and accurate description of the aforementioned property.

Also conveyed herein is any interest needful or necessary to provide access to Lots 24, 25, 26, 27, and 28 over and across the area designated as Friar Tuck Circle, all as shown by a certain plat of survey dated April 4, 1992 by Princeton Pirkle, Jr., Georgia Registered Land Surveyor No. 1474, said plat being recorded in Plat Book 11, page 105 of the Tattnall County Records.

AND

All that tract or parcel of land lying and being in the City of Reidsville, 41st G.M. District of Tattnall County, Georgia, containing 30,000 square feet, more or less, and being further described as that unopened portion of Friar Tuck Road lying within the property of WRBX/WTNL, INC., and further by reference to the fact that the same is generally depicted in yellow upon that attached map or plat of survey prepared by Walter P. Copeland, Georgia Registered Land Surveyor No. 2271, dated October 15, 1993, a copy of which is recorded at Plat Book \_\_\_\_, page \_\_\_\_, records of the office of the Clerk of Superior Court of Tattnall County, Georgia, reference to which is hereby made a more complete and accurate description of the aforesaid property.

This conveyance is made to divest the City of Reidsville, Georgia of any interest it may have in the above described property by virtue of the property's depiction as and existing road on various plats of survey. In fact, the property was never opened as a road and is in general use by the Grantees herein. This conveyance was authorized by a Resolution of the

Printed Name of Notary

Page 2 of a Warranty Deed from WRBX & WTNL, L.L.C., a Georgia Limited Liability Company, a/k/a WRBX/WTNL, LLC., and the surviving shareholders of WRBX/WTNL, INC., a now dissolved Florida corporation, to NASSAU BAPTIST TEMPLE, INC., a Florida corporation, dated August \_\_\_\_, 2006.

Page 3 of a Warranty Deed from **WRBX & WTNL, L.L.C.**, a Georgia Limited Liability Company, a/k/a **WRBX/WTNL, LLC.**, and the surviving shareholders of **WRBX/WTNL, INC.**, a now dissolved Florida corporation, to **NASSAU BAPTIST TEMPLE, INC.**, a Florida corporation, dated August \_\_\_\_, 2006.

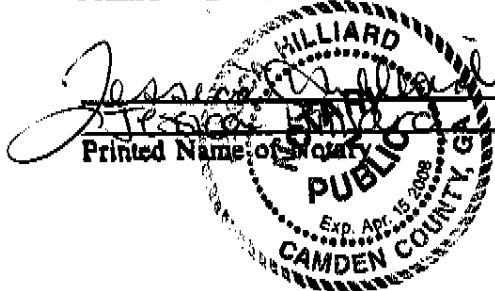
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And the said parties of the first part, for its/their successors, heirs and assigns, will warrant and forever defend the right and title of the above described property unto the said party of the second part, its successors and assigns, against the claims of all persons whomsoever.

**IN WITNESS WHEREOF**, the said parties of the first part have hereunto set its/their hands and seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED**  
THIS \_\_\_\_ DAY OF AUGUST, 2006,  
IN THE PRESENCE OF:

  
\_\_\_\_\_  
Printed Name of Witness




\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Notary

**WRBX & WTNL, L.L.C.**  
a/k/a **WRBX/WTNL, LLC.**


  
\_\_\_\_\_  
**LARRY WARREN MONTGOMERY, MEMBER,**  
and individually, as surviving shareholder of  
**WRBX/WTNL, INC.,** a now dissolved Florida  
corporation

**WRBX & WTNL, L.L.C.**  
a/k/a **WRBX/WTNL, LLC.**

\_\_\_\_\_  
**GREGORY J. LEMON, MEMBER**


**WRBX & WTNL, L.L.C.**  
a/k/a **WRBX/WTNL, LLC.**

  
\_\_\_\_\_  
**ARIEL THRIFT, MEMBER,**  
and individually, as surviving shareholder of  
**WRBX/WTNL, INC.,** a now dissolved Florida  
corporation

  
\_\_\_\_\_  
Printed Name of Notary  
**Ginger W. Holton**  
Commission # DD39515  
Expires FEB. 09, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

  
\_\_\_\_\_  
Printed Name of Witness  
**Barbara J. Pope**



  
\_\_\_\_\_  
**LARRY TODD, individually, as surviving**  
**shareholder of WRBX/WTNL, INC., a now**  
**dissolved Florida corporation**

Brenda Danke  
Brenda Danke  
Printed Name of Witness

Ginger W. Holton  
Ginger W. Holton  
Printed Name of Notary

Wayne Combs  
WAYNE COMBS, individually, as surviving  
shareholder of WRBX/WTNL, INC., a now  
dissolved Florida corporation

NOTARY PUBLIC-STATE OF FLORIDA



Ginger W. Holton

Commission # DD395157

Expires: FEB. 09, 2009

Bonded Thru Atlantic Bonding Co., Inc.

This instrument prepared by Wesley R. Poole, Esquire, P. O. Box 1280, Fernandina Beach, Florida 32035-1280. Title to the lands described herein has not been examined by me and no warranty or other representation is made and no opinion (either expressed or implied) is given, as to the marketability or condition of the title to the subject property, the quantity of lands included therein, the location of the boundaries thereof, or the existence of liens, unpaid taxes or encumbrances.

## SCHEDULE 4

### TOWER LEASE AGREEMENT



voluntarily or involuntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other party.

**16. Entire Agreement.** This Agreement, and the exhibits attached hereto, supersedes all prior agreements and understandings between the parties with respect to the subject matter and no changes shall be binding unless in writing and signed by both parties.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the day and year first above written.

**Seller:**

**WRBX/WTNL, INC.**

By:   
Truman Blankenship, President

**Purchaser: William Keith Register**

By: 