

SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of the 18th day of July 2013, by and between Glory Communications, Inc. ("GCI") a South Carolina for profit corporation and Augusta Radio Fellowship Institute, Inc. ("ARFII"), a Georgia non-profit corporation;

WHEREAS, GCI is an applicant at the Federal Communications Commission ("FCC") for a construction permit for a new FM Translator on 105.5 mHz, Channel 288, at Columbia, South Carolina, File No. 20030317AFG; and

WHEREAS, ARFII is an applicant at the FCC for a construction permit for a new FM Translator on 105.3 mHz, Channel 287, at (Columbia) South Carolina, File No. 20030310ACV; and

WHEREAS, these two applications have been found by the FCC to be part of Mutually-Exclusive Group Number 421, and the parties understand that the FCC will select only one winning application from this group if a settlement is not reached before an FCC decision is rendered; and

WHEREAS, GCI and ARFII have concluded that the public interest would be best served by a settlement agreement, which would conserve scarce adjudicatory resources at the FCC, whereby ARFII would dismiss its application,

which would allow broadcast service to commence by GCI on Channel 286 (105.1 mHz) in (Columbia), South Carolina at the earliest possible time; and

WHEREAS, all of the obligations of the parties hereunder are subject to the prior approval of the FCC;

NOW, THEREFORE, the parties, intending to be bound, agree as follows:

1. **Dismissal of ARFII Application.** Subject to the approval of this Agreement by the FCC, ARFII hereby agrees to dismiss with prejudice its application at Columbia, South Carolina, File No. 20030310ACV. As soon as is practicable, GCI and ARFI will file with the FCC a "Joint Request for Approval of Settlement" seeking FCC approval of the effectuation of the terms of this agreement, including the dismissal of ARFII application. The parties will diligently prosecute said "Joint Request" and do all things reasonably necessary and/or appropriate to obtain a grant thereof.

2. **Consideration.** In consideration for ARFII dismissal of its Columbia application, GCI will reimburse ARFII It's reasonable expenses in filing of their application. Payment will be made within 60 days subsequent to the date upon which the grant by the FCC or its staff acting pursuant to delegated authority of the ARFII application at Columbia, South Carolina,

File No. 20030310ACV, becomes final and no longer subject to administrative or judicial action, review, rehearing or appeal (a "Final Order"). ARFII shall solely be responsible for filing with the FCC such proof as may be necessary to demonstrate that its expenses reasonably and prudently incurred in the preparation, filing and prosecution of its Columbia SC application equal or exceed the consideration to be paid by GCI hereunder.

3. **Conditions Precedent to GCI's Obligation to Pay ARFII**

GCI's obligation to pay ARFI is subject to the following two conditions precedent:

a. That GCI's application be granted by the FCC for Channel 286 (105.1 mHz) at (Columbia), South Carolina.

4. **Effective Date of this Agreement.** This agreement may be executed in counterparts and, when so executed, the counterparts, taken together, shall constitute a complete and binding agreement, just as if the parties had signed the same document. Facsimile signatures or signatures electronically generated and transmitted shall be binding upon the parties.

5. **Declarations of the Parties.** Pursuant to Section 311 of the Communications Act of 1934, as amended, and Sections 1.16 and 73.3525

of the Rules and Regulations of the FCC, each party signing this Agreement hereby declares under penalty of perjury that the following statements are true and correct:

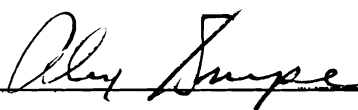
- a. That neither he or the company he represents filed its respective application for the purpose of reaching or carrying out a settlement agreement; and
- b. That approval of this Agreement will serve the public interest by eliminating the need for expensive and protracted hearing proceedings before the FCC and enabling new service to the public to be implemented at the earliest possible date.

[THIS SECTION LEFT INTENTIONALLY BLANK;

SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties to this Agreement hereby indicate their agreement to all of the foregoing as of the date first written above.

GCI

By 

Name: Alex Snipe

Title: President

ARFII

By 

Name: Clarence Barinowski

Title: President