

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (hereinafter "Agreement" or "APA"), is made and entered into this 22nd day of May, 2020, by and between George S. Flinn, Jr. ("Seller") and Radiant Life Ministries, Inc., an Ohio non-profit corporation ("Buyer").

WITNESSETH

WHEREAS, Seller, under authority of authorizations issued by the Federal Communication Commission (the "FCC"), is the owner of full power digital commercial television station WWJX, Jackson, Mississippi (Fac. Id. 166512) (the "Station"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the assets and rights belonging to or used or held for use in the business and operation of the Station pursuant to the terms and conditions stated herein; and

WHEREAS, assignment of the Station FCC authorizations as part of the sale is subject to and conditioned upon the consent of the FCC to the terms and conditions stated herein and the assignment of the FCC Authorizations to Buyer; and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements stated herein, the parties hereto agree as follows:

1. **Assets Sold and Purchased.** On the date of the consummation of the sale and purchase contemplated hereunder (the "Closing") of this Agreement, as provided for in Section 5 below (the "Closing Date"), Seller will cause to be sold, transferred, assigned and conveyed to Buyer, by appropriate instruments, and Buyer will purchase and assume, subject to the terms and conditions set forth herein, all of Seller's right, title and interest in all the assets, real, personal, tangible and intangible, good will, contract rights, leases and licenses of Seller used and/or held for use in the operation of the Station as same exist on the date of Closing, free and clear of all liens, claims, security interests, instruments or encumbrances (collectively the "Assets") including, without limitation, the following assets and properties:

1.1 **Authorizations.** The Station FCC licenses and all other FCC authorizations issued to Seller, and all applications filed by Seller that are pending at the FCC, related to the operation of the Station, as set forth in Exhibit 1.1 hereto (the "FCC Authorizations"), and any and all other licenses, rights, permits and authorizations issued to Seller by any other governmental or regulatory agency which are used or useful in connection with the operation of the Station.

1.2 **Tangible Personal Property.** The fixed and tangible personal property assets owned by Seller and used or held for use in the operation of the Station, including without limitation all of the antennae, cables, wiring, connectors, transmitters, equipment, computers, furniture, fixtures, spare or replacement parts along with any unexpired warranties, all as listed and described in Exhibit 1.2 hereto, together with replacements thereof and improvements and

additions made between the date hereof and the Closing Date, (collectively the "Tangible Personal Property").

1.3 **Contracts**. The contracts listed and described in Exhibit 1.3 hereto (the "Station Contracts"). To the extent that the assignment of any Station Contract may require the consent of a third party, Seller will use all commercially reasonable efforts to secure such consent. In the event that Seller is unable to secure such consent, Buyer will not be required to assume performance pursuant to such contract or agreement.

1.4 **Records**. All of Seller's records relating to the operation of the Station through the Closing Date, including, but not limited to, all program, operating and maintenance logs maintained in connection with the Station, whether or not required by the FCC; engineering or consultant reports, data or analyses pertaining to the Station's facilities; and the Station's online public inspection file.

1.5 **Intellectual Property**. Seller's rights in and to the Station call letters WWJX (the "Intellectual Property").

1.6 **MVPD Carriage Rights**. All of Seller's current rights under the Communications Act of 1934, as amended, and the FCC's rules, to mandatory carriage of the Station's signal qualified for such carriage on Multichannel Video Program Distributors (MVPD) in the Station's assigned Nielsen Designated Market Area, whether heretofore requested, demanded, enjoyed or enforced, or as same may exist in the future.

1.7 **Tower Site License**. A co-location license agreement allowing the Station to remain at its current, licensed transmitter site location at the tower site owned by Seller or Seller's affiliate, including without limitation rights and access to the tower and tower site, in the form attached hereto at Exhibit 1.7 (the "Tower Site License").

2. **Excluded Assets**. Cash, cash equivalents, accounts receivable, and any property of Seller not defined as an Asset herein or included on an exhibit to Section 1 hereof, shall be and are excluded from the assets to be sold hereunder. Except as set forth herein and expressly assumed by Buyer, all Seller liabilities shall remain liabilities of the Seller, and shall not be assumed by Buyer (the "Excluded Assets"). Buyer shall assume all liabilities accruing after the Closing under the Station Contracts assumed by Buyer.

3. **Purchase Price**. The total cash purchase price for all of the Assets sold and purchased hereunder shall be One Million, Six Hundred and Twenty Five Thousand Dollars (\$1,625,000.00) (the "Purchase Price"), subject to agreed-upon pro-rations or other adjustments set forth in this Agreement, which shall be paid by Buyer to Seller by electronic funds transfer in immediately payable U.S. funds on the Closing Date.

3.1 **Assumed Liabilities**. The Buyer at the Closing shall assume only those liabilities accruing after the Closing Date under the Station Contracts assumed by Buyer.

3.2 **Retained Liabilities**. Buyer does not assume and shall not be obligated to

pay, perform, or discharge any of Seller's obligations, liabilities, agreements, or commitments not specifically assumed by Buyer (the "Retained Liabilities"), and the indemnification obligations set forth in Section 8 hereof shall apply in the event of any loss, liability, damage or expense (including reasonable attorney's fees) incurred by Buyer arising out of Seller's failure to pay, perform or discharge any of the Retained Liabilities. Without limiting the generality of the foregoing, or any other provision of this Agreement, the Retained Liabilities shall include, and Buyer shall not assume or be liable for (i) any liability, claim or obligation, contingent or otherwise, of or against Buyer arising out of the business or operation of the Station or the Assets prior to the Closing Date; (ii) any liability or obligation under any contracts not specifically assumed by Buyer under the terms of this Agreement or relating to a breach prior to the Closing Date under any such contracts; (iii) any liability, claim or obligation under the contracts assumed by Buyer hereunder accruing before the Closing Date; (iv) any liability or obligation for any federal, state, or local income or other taxes or fees accruing before the Closing Date; (v) any liability or obligation with respect to the Excluded Assets; (vi) any liability or obligation to any employee or former employee of Seller or Station attributable to any period of time on or through the Closing Date (including accrued vacation and holiday pay and allowances); (vii) any severance or other liability arising out of the termination of any employee of Seller or Station; (viii) any duty, obligation or liability related to any employee benefit, pension, 401(k) or other similar plan, agreement or arrangement provided to employees of Seller or Station, and none of such plans shall be assumed by Buyer; (ix) any liability or obligation of Seller arising out of any litigation, proceeding or claim by any person or entity relating to the business or operation of the Station prior to the Closing Date, whether or not such litigation, proceeding, or claim is pending, threatened or asserted before, on, or after the Closing Date; and (x) frequency discounts, rebates or allowances to advertisers (or their agencies) which are based on broadcasts prior to the Closing Date.

3.3 **Payment of Liabilities by Seller.** Seller shall pay, perform, discharge and settle (i) all of the material liabilities at Closing which at such time, or with the passage of time, would result in an encumbrance on any of the Assets; and (ii) all other liabilities in the ordinary course of business and on a timely basis (except for liabilities being disputed by Seller in good faith and by appropriate proceedings), and Seller shall deliver the Assets to Buyer at Closing free and clear of liabilities, liens, or encumbrances. Seller shall pay the final salaries of each of the employees of the Seller for monies due them to and including the Closing Date.

4. **Escrow Deposit.** Within two (2) business days of the execution and delivery of this Agreement, Buyer shall deposit the amount of Eighty Thousand Dollars (\$80,000) (the "Escrow Deposit") with Kalil & Co. Inc. ("Escrow Agent") pursuant to the terms of a written escrow agreement in the form attached hereto as Exhibit 4 (the "Escrow Agreement"). The Escrow Agreement shall be signed by Seller, Buyer, and Escrow Agent simultaneously with the execution of this Agreement. At Closing, Seller and Buyer shall join in causing the Escrow Deposit to be applied to the Purchase Price and remitted to Seller. Any interest accrued on the Escrow Deposit shall be disbursed to Buyer. If this Agreement is not consummated because of Buyer's default, the Escrow Deposit and any interest accrued thereon shall be disbursed in accordance with this agreement. If this Agreement is terminated for any other reason, the Escrow Deposit and any interest accrued thereon shall be disbursed to Buyer. The parties shall each instruct the Escrow Agent to disburse the Escrow Deposit and all interest thereon to the party entitled thereto and shall not, by any act or omission, delay or prevent any such disbursement. Any failure by Buyer to

make the Escrow Deposit constitutes a material default as to which no cure period applies, entitling Seller to immediately terminate this Agreement as its sole and exclusive remedy.

5. **Closing of the Agreement.**

5.1 **Closing Date**

(a) The Closing shall take place by the exchange of signed documents via facsimile, electronic mail or overnight courier, within ten (10) business days after the FCC approval of the assignment of the FCC Authorizations to Buyer in accordance with Section 13 has become Final (as defined in Section 5.1(c)) (the "Closing Date"), unless Buyer, in its sole discretion, elects to close at an earlier time and date, in any event, subject to satisfaction or waiver of all other conditions to Closing set forth herein.

(b) If Closing occurs prior to such FCC approval becoming Final (defined below), and prior to becoming Final such FCC approval is reversed or otherwise set aside, and there is a Final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Authorizations to Seller, then the purchase and sale of the Assets shall be rescinded. In such event, Buyer shall re-convey to Seller the Assets, and Seller shall repay to Buyer the Purchase Price and reassume the contracts and leases assigned and assumed at Closing. Any such rescission shall be consummated on a mutually agreeable date within thirty days of such Final order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Assets to Seller and execution by Seller of instruments of assumption of the contracts and leases assigned and assumed at Closing) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

(c) For purposes of this Agreement, the word "Final" shall mean action shall have been taken by the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending, and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

6. **Seller's Representations, Warranties and Covenants.** Seller makes the following representations, warranties, and covenants, each of which shall be deemed to be a separate representation, warranty, and covenant, all of which have been made for the purpose of inducing Buyer to join in and execute this Agreement, and in reliance on which Buyer has entered into this Agreement:

6.1 **Organization.** Seller is now and will be on the Closing Date authorized to do business in the State of Mississippi. The execution, delivery and consummation of this Agreement and the transactions contemplated herein have been duly authorized by the Seller, and no further authorization, approval or consent is required except for any Station Contract

assignment consents and the FCC's consent. This Agreement is a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

6.2 **Licenses and Authorizations.** Seller holds the Station FCC Authorizations, and all other FCC licenses, authorizations or approvals necessary for or used in connection with the operation of the Station. The Station FCC Authorizations are valid and existing and in full force and effect in every material respect for the purpose of operating the Station, and expire on the dates shown in Exhibit 1.1. Except for proceedings of general applicability or specific applicability to this market (i) no application, action or proceeding is pending for the modification of any Station FCC Authorization and (ii) no application, action or proceeding is pending or threatened that may result in the revocation, modification, non-renewal or suspension of the Station FCC Authorizations or other authorizations. Seller has not realized income from ancillary/supplemental use of its digital capacity as defined by the FCC, and has not submitted and is not in arrears in remitting any portion of such income to the FCC for such ancillary/supplemental channel use. Except where omissions or delays are *de minimis* or immaterial, Seller has timely filed all reports or other materials with the FCC as required by the FCC's rules, regulations and policies. Seller has not received from the FCC any notice of inquiry, violation, apparent liability, or investigation related to the Station.

6.3 **Tangible Personal Property.** Seller holds and will convey at Closing good and marketable title to all the Tangible Personal Property, free and clear of all liens, pledges and encumbrances whatsoever. The assets listed on Exhibit 1.2, together with all improvements, replacements and additions thereto from the date hereof to the Closing Date, (i) constitute all the tangible personal property owned by Seller used or held for use in the operation of the Station and necessary to operate the Station in accordance with the Station FCC Authorizations, and (ii) are in good operating condition, normal wear and tear excepted. The Tangible Personal Property is transferrable by Seller by its sole act and deed and no consent on the part of any other person is necessary to validate the transfer thereof to Buyer, except as otherwise expressly contemplated by this Agreement. The Station's transmitting equipment included in the Tangible Personal Property is operating in accordance with the terms and conditions of the Station FCC Authorizations, all underlying construction permits, and the rules and regulations of the FCC.

6.4 **Contracts.** True and complete copies of all contracts and agreements listed on Exhibits 1.3 have been furnished to Buyer. All provisions of such contracts have been complied with in all material respects by Seller and no material default in respect to any duties or obligations required to be performed thereunder has occurred. There are not any agreements, contracts, understandings or commitments which restrict or inhibit the right of Seller to enter into this Agreement, to make the representations and warranties provided herein, or to consummate any of the transactions contemplated hereby, except for the need to obtain the FCC consent and any third-party consents required to assign any of the Station Contracts. For any contracts not assumed by Buyer, Seller shall be responsible for taking all actions, before or after Closing, to terminate same, including without limitation any costs and payments associated therewith.

6.5 **Litigation.** No judgment is presently pending against Seller with respect to the Station or the Assets and, except for proceedings of general applicability or specific applicability to this market, or as identified in Exhibit 6.5 attached hereto, there is no litigation, proceeding or investigation by or before the FCC pending, or, to the knowledge of Seller, threatened with respect to the Station or the Assets which might result in any material adverse change in the operation of the Station or would have a material adverse effect on the right, title or interest of Seller in the Assets or the ownership, use or possession of the Station or the Assets by Buyer, or which may question the validity of any action taken or to be taken pursuant to or in connection with any of the provisions of this Agreement.

6.6 **Insurance.** Seller maintains in force fire, casualty and liability insurance in respect to the Assets and the business and operations of the Station, and will maintain or cause to be maintained such presently existing insurance in force until the Closing.

6.7 **Disposal of Assets.** Between the date hereof and the Closing Date, Seller will not sell or agree to sell or otherwise dispose of the Assets other than in the ordinary course of business and only as such Assets are replaced, prior to the Closing Date, by other assets of substantially equal or greater value and utility. Any such disposition of the Assets shall only be after consultation with and approval of Buyer, which shall not be unreasonably withheld.

6.8 **No Infringement.** To Seller's knowledge, the operation of the Station does not infringe, and no one has asserted that such operation infringes, upon any copyright, patent, trademark, trade name, service mark, or other similar right of any other party.

6.9 **Employees.** Seller has, in the conduct of the affairs of the Station, complied in all material respects with all applicable laws, rules and regulations relating to the employment of labor, including those related to wages, hours, equal employment opportunity, collective bargaining, pension, welfare benefit plans, and the payment of social security and similar taxes. Upon Buyer's request, Seller shall permit Buyer to interview some or all of the Station's employees prior to the Closing Date for purposes of employment with Buyer after the Closing. Notwithstanding Seller's consent granted herein, Buyer shall have no obligation to hire any of the Station's employees in connection with the proposed transaction. No employee of the Station is represented by a union or other collective bargaining unit, no application for recognition as a collective bargaining unit has been filed with the National Labor Relations Board, and, to Seller's knowledge, there has been no concerted effort to unionize any of the Station's employees. To Seller's knowledge, there are no material controversies pending or threatened between Seller and any of the Station's employees, and Seller is not aware of any facts that could reasonably result in any such controversy. Seller has never maintained or contributed to any pension plan (including, but not limited to, any single or multi-employer pension plan within the meaning of ERISA, as amended) with respect to any of the Station's current or former employees.

6.10 **No Breach.** The execution and performance of this Agreement will not violate any order, rule, judgment, or decree to which Seller is subject or breach any contract, agreement, or other commitment to which Seller is a party or by which Seller is bound, except for

the need to obtain the FCC consent and any third-party consents required to assign any of the Station Contracts.

6.11 **Administrative Violations or Notices.** Between the date hereof and the Closing Date, if Seller receives an administrative or other order relating to any violation of the rules and regulations of the FCC, or of any other federal, state or local regulatory or administrative body, including rules regarding the employment of labor and equal employment opportunity, it will promptly notify Buyer of such order and use reasonable efforts to remove or correct such violations in the ordinary course of business and will be responsible for the cost of removing same, including the payment of any fines or back pay that may be assessed for any such violation, and Seller will indemnify and hold Buyer harmless with respect to any and all such violations occurring prior to the Closing Date.

6.12 **Taxes.** Seller has, in respect of the Station's business, paid and discharged all taxes, assessments, excises and other levies relative to the Assets being sold, which have become payable.

6.13 **Operations Pending Closing.** Between the date hereof and the Closing Date, Seller shall ensure that the Station is operated in the normal and usual manner in accordance in all material respects with the rules, regulations and policies of the FCC. No increase shall be made in the compensation payable or to become payable to any employee or agent of the Station other than in the ordinary course of business consistent with Seller's past practice. No employment contract shall be entered into by Seller or on behalf of the Station which would legally bind the Buyer following the Closing, unless the same is terminable at will. No other new contract, lease or agreement which have a term extending beyond the Closing Date shall be entered into by Seller or on behalf of the Station, without the prior written consent of Buyer. Seller shall promptly provide a copy to Buyer of any filing by Seller with the FCC, or the receipt of any correspondence or notice from the FCC, with respect to the Station.

6.14 **Adverse Developments.** Prior to the Closing Date, Seller shall promptly notify Buyer, in writing, of any materially adverse developments with respect to the operation of the Station.

6.15 **Access.** Between the date hereof and the Closing Date, upon reasonable notice, Seller will give Buyer or representatives of Buyer reasonable access during normal business hours to the Assets and furnish Buyer with all documents and copies of documents and information concerning the Assets of the Station as Buyer may reasonably request; provided, however, that no investigation made by or on behalf of Buyer shall affect Seller's representations, warranties and covenants hereunder.

6.16 **MVPD Carriage.** The Station is carried by the cable and satellite multichannel video programming distributors ("MVPD") on the channels shown at Exhibit 6.16. None of the MVPD systems carrying the Station have refused carriage based upon the Station's 2018-2020 mandatory carriage elections.

7. **Buyer's Representations and Warranties.** Buyer hereby makes the following representations, warranties and covenants each of which shall be deemed to be a separate representation, warranty and covenant, all of which have been made for the purpose of inducing Seller to join in and execute this Agreement, and in reliance on which Seller has entered into this Agreement:

7.1 **Corporate Existence.** Buyer is a non-profit corporation duly organized, existing, and in good standing under the laws of the State of Ohio. As of the Closing, Buyer shall be qualified to do business in Mississippi.

7.2 **Corporate Authorization.** The execution, delivery and consummation of this Agreement and the transactions contemplated herein has been duly authorized by the board of directors of Buyer and no further authorization, approval or consent of Buyer's board of directors is required. This Agreement is a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7.3 **No Breach.** The execution, delivery and consummation of this Agreement will not conflict with any provision of the articles of incorporation or bylaws of Buyer.

7.4 **Buyer Qualified.** Buyer is legally, financially and otherwise qualified to acquire and operate the Assets. This qualification is consistent with the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission ("FCC"). To Buyer's knowledge, no circumstances exist which reasonably could support a conclusion by the FCC that Buyer lacks the requisite qualifications to acquire and operate the Station.

7.5 **No Conflict.** Neither the execution or delivery of this Agreement nor compliance with the terms of this Agreement will (i) conflict with any order, judgment, injunction, award or decree of any governmental body, administrative agency or court, or any agreement, lease or commitment, to which Buyer is a party or by which Buyer is bound, or (ii) constitute a violation by Buyer of any law or regulation applicable to it, except for the need to obtain the FCC consent.

7.6 **Litigation.** There is no claim, litigation, proceeding or governmental investigation pending or threatened, or any judgment, order, injunction or decree outstanding, against Buyer and Buyer does not know of any valid basis for future claims, litigations, proceedings or investigations against Buyer that might materially and adversely affect its ability to consummate the transactions contemplated by this Agreement.

7.7 **Insolvency Proceedings.** No insolvency proceedings of any kind including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement of creditors, voluntary or involuntary, affecting the Buyer or any of its assets or properties are pending or, to Buyer's knowledge, threatened, and Buyer has made no assignment

for the benefit of creditors, or taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

8. **Indemnification.**

8.1 **Buyer's Right to Indemnification.** Seller undertakes and agrees to indemnify and hold Buyer harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Buyer arising from the breach, misrepresentation, or other violation by Seller of any of the covenants, warranties or representations contained in this Agreement, and for and against (i) all liabilities of Seller not assumed by Buyer pursuant to this Agreement, (ii) all liens, charges, or encumbrances on the Assets transferred hereunder not specifically excepted herein, and (iii) all liabilities of Seller accruing prior to Closing under the Station Contracts assigned to Buyer hereunder. The foregoing indemnity is intended by the Seller to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth which exceed in the aggregate \$10,000. Notwithstanding the above, Seller's liability to Buyer for indemnification shall not include any indirect, consequential, punitive or exemplary damages to Buyer, specifically including any "lost profits" or business interruption damages incurred by Buyer.

8.2 **Seller's Right to Indemnification.** Buyer undertakes and agrees to indemnify and hold Seller harmless against any and all losses, costs, liabilities, claims, obligations and expenses, including reasonable attorney's fees, incurred or assumed by Seller arising from breach, misrepresentation, or other violation by Buyer of any of the covenants, warranties or representations contained in this Agreement, and for and against (i) all liabilities of Buyer, (ii) any and all liabilities or obligations accruing after the Closing Date under the Station Contracts assumed by Buyer hereunder and (iii) any actions by Buyer after Closing. The foregoing indemnity is intended by the Buyer to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, costs, and expenses with respect to any and all of the specific matters in this indemnity set forth which exceed in the aggregate \$10,000. Notwithstanding the above, Buyer's liability to Seller for indemnification shall not include any indirect, consequential, punitive or exemplary damages to Seller, specifically including any "lost profits" or business interruption damages incurred by Seller.

8.3 **Procedure.**

(a) If any claim or proceeding covered by the foregoing agreements to indemnify and hold harmless shall arise, the party who seeks indemnification shall give written notice thereof to the other party promptly describing in reasonable detail the nature and basis of the claim and the party from whom indemnification is sought shall have the right to employ counsel to defend against any such claim or proceeding or to compromise, settle or otherwise dispose of the same, if the indemnifying party deems it advisable to do so, all at the expense of the indemnifying party. The parties will fully cooperate in any such action, making available to each other books or records for the defense of any such claim or proceeding. If a party from whom indemnification is sought does not furnish a written acknowledgment of its undertaking to defend or settle such claim or proceeding in a timely manner, the party seeking indemnification shall be free to dispose of the

matter, at the expense of the indemnifying party, in any reasonable way which it deems in its best interest (subject to the right of the indemnifying party to assume the defense of or opposition to such claim at any time prior to settlement, compromise or final determination thereof).

(b) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any claim or consent to entry of any judgment which does not include the giving by the claimant to the indemnified party of a release from all liability in respect of such claim; and

(iii) in the event that the indemnifying party undertakes defense of or opposition to any claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such claim.

9. **Survival of Representations and Warranties.** The several representations and warranties of the parties contained herein shall survive the Closing for a period of twelve (12) months, at which point they shall be of no further force and effect; provided, however, that all warranties as to corporate or company authority and any related to the ownership of real property shall survive for such maximum period as permitted by law.

10. **Seller Covenants.** Pending the Closing of this Agreement, Seller will:

10.1 **Access:** Give Buyer and its representatives access in accordance with Section 6.16 of this Agreement. Buyer agrees to take no action which would interfere with the normal business or operation of the Station, and to comply with the requirements of any landlord applicable to the area being accessed.

10.2 **Compliance with Laws.** Comply in all material respects with all applicable federal, state and local laws, ordinances and regulations including, but not limited to, the Communications Act of 1934 and the rules and regulations of the FCC.

10.3 **Contract Assignments.** Use commercially reasonable efforts to obtain any required consents necessary for the assignment of the Station Contracts requiring such approval.

10.4 **Non-Assumed Contracts.** Take all actions necessary to terminate any contract related to the Station that is not being assigned and assumed hereunder.

11. **Conditions Precedent to Buyer's Obligations to Close.** The obligation of Buyer to consummate the Closing under this Agreement is subject to the satisfaction, or to Buyer's written waiver, on or before the Closing, of each of the following conditions:

11.1 **Representations and Warranties True and Correct.** The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except for changes permitted or contemplated by the terms of this Agreement, and all of the agreements of Seller to be performed on or prior to the Closing pursuant to the terms of this Agreement shall have been duly performed in all material respects. Such facts shall be evidenced by a certificate to that effect, delivered at Closing, and signed by an authorized officer of Seller.

11.2 **FCC Consent.** The FCC shall have consented to the assignment of the Station FCC Authorizations from Seller to Buyer without any conditions materially adverse to Buyer, and such consent shall have become Final.

11.3 **No Injunction.** There shall not be in effect an injunction or restraining order issued by a court of competent jurisdiction in any action or proceeding against the consummation of the sale of the Assets contemplated by this Agreement.

11.4 **Closing Documents.** Seller shall deliver to Buyer at the Closing all the closing documents specified in Section 14.1, which documents shall be duly executed.

11.5 **Third-Party Consents.** Seller shall have obtained written consent to the assignment of the Station Contracts, as required.

11.6 **Tower Site License.** The Tower Site License shall be signed and delivered to Buyer at Closing.

11.7 **Programming Termination.** Seller shall have provided Buyer with documentary proof of termination for all third-party programming or programming rights on the Station, each in full accordance with any agreement therefor.

11.8 **Carriage Elections.** In the event Closing has not occurred by the deadline for television stations to make their 2021-23 MVPD Carriage Elections, Seller shall coordinate and make all such elections with Buyer's approval, and take all necessary actions to ensure legally valid and timely elections are made pursuant to the FCC's latest rules, regulations, policies and guidance in effect at the time such elections are made.

12. **Conditions Precedent to Seller's Obligations to Close.** The obligation of Seller to consummate the Closing under this Agreement is subject to the satisfaction, or to Seller's written waiver, on or before the Closing, of each of the following conditions:

12.1 **Payments.** All payments which are due and payable by Buyer under this Agreement on or before the Closing Date shall have been paid in accordance with the terms of this Agreement.

12.2 **Representations and Warranties True and Correct.** The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on and as of the Closing Date, except for changes permitted or contemplated by the terms

of this Agreement, and all of the agreements of Buyer to be performed on or prior to the Closing pursuant to the terms of this Agreement shall have been duly performed in all material respects. Such facts shall be evidenced by a certificate to that effect, delivered at Closing, and signed by an authorized officer of Buyer.

12.3 **FCC Consent.** The FCC shall have consented to the assignment of the Station FCC Authorizations from Seller to Buyer.

12.4 **No Injunction.** There shall not be in effect an injunction or restraining order issued by a court of competent jurisdiction in any action or proceeding against the consummation of the sale of the Assets contemplated by this Agreement.

12.5 **Closing Documents.** Buyer shall deliver to Seller at the Closing all the closing documents specified in Section 14.2, which documents shall be duly executed.

13. **FCC Approval and Application**

13.1 **Condition of FCC Consent.** Consummation of the Closing is subject to and conditioned upon receipt from the FCC of its consent in writing to the assignment to Buyer of the Station FCC Authorizations to be transferred to Buyer hereunder.

13.2 **Application for Consent.** The parties to this Agreement agree to proceed as expeditiously as practicable to file or cause to be filed one or more applications requesting FCC consent to the assignment of the Station FCC Authorizations, as contemplated by this Agreement (the "Assignment Application"). The parties agree that the Assignment Application shall be duly filed with the FCC not later than five (5) business days after the date of this Agreement, and that such application shall be prosecuted in good faith and with due diligence. The failure of either party to timely file or diligently prosecute its portion of the Assignment Application shall be deemed a material breach of this Agreement. Seller and Buyer shall each pay one-half of the filing fee for the Assignment Application. Buyer and Seller shall notify each other of all documents filed with or received from the FCC with respect to the Assignment Application. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of the Assignment Application.

13.3 **Absence of Commission Consent.** In the event that the FCC fails or refuses to grant the Assignment Application within twelve (12) months of filing, then this Agreement may be terminated at the option of either party upon written notice to the other; provided, however, that neither party may terminate this Agreement if (a) such party is in default hereunder, (b) if a delay in any decision or determination by the Commission respecting the Assignment Application has been caused or materially contributed to by any failure of such party to furnish, file or make available information within its control or caused by the willful furnishing by such party of incorrect, inaccurate or incomplete information to the Commission, or caused by any action taken by such party for the purposes of delaying any decision or determination respecting the Assignment Application. Upon termination pursuant to this Paragraph, the parties shall be released and discharged of all obligations hereunder and the Escrow Deposit, together with accrued interest, shall be returned to the Buyer.

13.4 **Designation for Hearing.** The time for FCC consent provided in Section 13.3 notwithstanding, either party may terminate this Agreement upon written notice to the other, if, for any reason, the Assignment Application is designated for hearing by the FCC, provided, however, that such termination shall not negate the provisions of this Agreement permitting legal recourse by one party against the other related to the reason cited by the FCC for hearing designation.

13.5 **Control of Station Pending Closing.** This Agreement shall not be consummated until after the FCC has given its written consent thereto, and between the date of this Agreement and the Closing Date, Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct the operation of the Station. Such operation shall be the sole responsibility of Seller.

14. **Closing Documents.** On the Closing Date:

14.1 Seller shall deliver to Buyer:

(a) An assignment transferring all of the interests of Seller in and to the FCC Authorizations, pending applications and all other licenses, permits, and authorizations issued by any other regulatory bodies which are used or held for use in the operation of the Station, and Intellectual Property;

(b) A bill of sale conveying to Buyer all of the Tangible Personal Property;

(c) One or more assignments, together with all obtained consents, assigning the Station Contracts to Buyer;

(d) The certificate, dated as of the Closing Date, described in Section 11.1;

(e) A Certificate, dated as of the Closing Date, certifying that all necessary action by Seller has been taken to approve this Agreement and to authorize the consummation of the transactions described herein;

(f) The Tower Site License, executed by Seller as Licensor thereunder;

(g) The records and files referred to in Section 1.4 hereof;

(h) A settlement statement setting forth the amounts due after adjustments and pro-rations, and wire instructions for disbursement of funds to Seller; and

(i) Joint written instructions to be provided to Escrow Agent for the release of the Escrow Deposit.

14.2 Buyer shall deliver to Seller:

- (a) The Purchase Price, in the form provided for in Section 3 hereof;
- (b) The certificate, dated as of the Closing date, described in Section 12.2;
- (c) A certificate, dated as of the Closing date, of a duly authorized officer of Buyer certifying that all necessary corporate or other action by Buyer has been taken to approve this Agreement and to authorize the consummation of the transactions described herein
- (d) A certificate of good standing with respect to Buyer issued by the Secretary of State of Ohio;
- (e) Joint written instructions to be provided to Escrow Agent for the release of the Escrow Deposit;
- (f) A countersigned settlement statement and countersigned Tower Site License;
- (g) As necessary, countersigned assignment and assumption documents for the assignment of the Station Contracts to Buyer.

15. **Pro-rations.**

15.1 **Apportionment of Income and Expense.** Seller shall be entitled to all income received, payable or arising from pre-Closing Station operations, and shall be responsible for all expenses arising out of, the operation of the Station through the close of business on the Closing Date. All prepaid and deferred income and expenses relating to the Assets and arising from the operation of the Station shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of 12:00 midnight on the Closing Date. Such prorations (the "Prorations") shall include without limitation:

- (a) Advance payments received from advertisers or programmers of the Station prior to or on the Closing Date for services to be rendered in whole or in part on or after the Closing Date;
- (b) Prepaid expenses and deposits arising from payments made for goods or services prior to the Closing Date where all or part of the goods or services have not been received or used at the Closing Date (for example, rents or utilities paid in advance for a rental period extending beyond the Closing Date);
- (c) Liabilities, customarily accrued, arising from expenses incurred but unpaid as of the Closing Date;

(d) Personal and real property taxes and utility charges related to the Station or in respect of any of the Assets; and

(e) Deposits and unearned prepayments received by Seller in connection with any Station Contract assumed by Buyer.

15.2 **Determination and Payment.** Prorations shall be made and paid, insofar as feasible, on the Closing Date by way of adjustment to the Purchase Price. As to Prorations that cannot be made on the Closing Date, within sixty (60) days after the Closing Date, the parties shall determine and agree upon all such Prorations and promptly thereafter Buyer shall pay to Seller or Seller shall pay to Buyer, as the case may be, the net amount due.

16. **Default and Remedies.**

16.1 **Material Breaches.** A party shall be deemed to be in default under this Agreement only if such party has materially breached or failed to perform its obligations hereunder, and no non-material breaches or failures shall be grounds for declaring a party to be in default, postponing the Closing, or terminating this Agreement.

16.2 **Opportunity to Cure.** If either party believes the other to be in default hereunder, the former party shall promptly provide the other with written notice specifying in reasonable detail the nature of such default. If the default has not been cured by the earlier of (i) five (5) business days after the scheduled Closing Date, or (ii) within twenty (20) days after delivery of that notice (or such additional reasonable time as the circumstances may warrant provided the party in default undertakes diligent, good faith efforts to cure the default within such twenty (20) day period and continue such efforts thereafter), then the party giving such notice may exercise the remedies available to such party pursuant to this Section 16, subject to the right of the other party to contest such action through appropriate proceedings.

16.3 **Seller's Remedies.** Buyer recognizes that if the transaction contemplated by this Agreement is not consummated as a result of Buyer's breach of this Agreement, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. To avoid this problem, the parties agree that if this Agreement is not consummated due to Buyer's breach, as its sole remedy Seller shall be entitled to the Escrow Deposit as liquidated damages in lieu of any other remedies to which Seller might otherwise be entitled due to Buyer's wrongful failure to consummate the Agreement.

16.4 **Buyer's Remedies.** Seller agrees that the Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer shall have the right, if Buyer is not in material default in its obligations hereunder, as its sole remedy to specifically to enforce Seller's performance under this Agreement, and Seller agrees to waive the defense in any suit for specific performance that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy. Buyer's reasonable costs of enforcing Seller's performance hereunder shall be offset by a reduction to the Purchase Price in the amount of such costs.

17. **Damage.** The risk of loss or damage to the Assets shall be upon Seller at all times prior to Closing and Buyer shall bear the risk of loss or damage thereafter. In the event of such loss or damage, Seller shall promptly notify Buyer thereof and repair, replace or restore any such damaged property to its former condition as soon as possible after its loss and prior to the Closing Date. If damage has occurred and such relief or restoration of any such damage has not been completed prior to the Closing Date, Buyer may, at its option: (a) elect to consummate the Closing in which event Seller shall pay to Buyer the costs of such repairs, replacements or restoration as is required to restore the property to its former condition and against such obligation shall assign to Buyer all of Seller's rights under any applicable insurance policies. Buyer shall in such event submit to Seller an itemized list of the costs of such repairs, replacements or restoration. If the parties are unable to agree upon the costs of such repairs, the matter shall be referred to a qualified consulting communications engineer mutually acceptable to Seller and Buyer who is a member of the Association of Federal Communications Consulting Engineers, whose decision as to the costs shall be final, and whose fees and expenses shall be shared equally by Seller and Buyer; or (b) elect to postpone the Closing Date for a period of up to ninety (90) days, with prior consent of the FCC if necessary, to permit Seller to make such repairs, replacements, or restoration as is required to restore the property to its former condition. If after the expiration of the extension period granted by Buyer the property has not been adequately repaired, replaced or restored, Buyer may terminate this Agreement, and the Escrow Deposit and all accrued interest shall be returned to Buyer. If the parties disagree as to whether the property has been adequately repaired, replaced or restored, the matter shall be referred to a mutually-acceptable qualified consulting communications engineer, who is a member of the Association of Federal Communications Consulting Engineers, whose decision shall be final, and whose fees and expenses shall be shared equally by Seller and Buyer.

18. **Failure of Broadcast Transmission.** If regular broadcast transmissions by the Station in the normal and usual manner is interrupted or discontinued for more than twenty-four (24) hours in a single occurrence, or if the Station is operated at less than eighty percent (80%) of its licensed operating or effective radiated power, as the case may be, Seller shall give prompt written notice thereof to Buyer. If prior to Closing, the Station is off the air or operating at power outside the tolerance permitted by the FCC's rules (a "Broadcast Interruption"), then Seller shall notify Buyer and use commercially reasonable efforts to return the Station to the air (or to tolerance) as promptly as practicable in the ordinary course of business. Notwithstanding anything herein to the contrary, if on the day otherwise scheduled for Closing, there is a Broadcast Interruption of the Station that has a material adverse effect on the Station, then Closing shall be postponed until the date five (5) business days after the Station returns to the air or to tolerance in all material respects.

19. **Brokerage.** Neither party hereunder has engaged a broker in connection with this transaction, and each agrees to indemnify and hold the other harmless against any claim from any broker based upon any agreement, arrangement, or understanding alleged to have been made with such party.

20. **Notices.** Any notice required hereunder shall be in writing and any payment, notice or other communication shall be deemed given on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service,

or on the third day after mailing by U.S. certified mail, postage prepaid, with return receipt requested, and addressed as follows (or to any other address as any party may request by written notice):

If to Buyer: Radiant Life Ministries, Inc.
Attention: Legal Counsel
11717 Route 37
Marion, IL 62959

If to Seller: George S. Flinn, Jr.
6080 Mt. Moriah Ext.
Memphis, TN 38115

21. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes any prior agreements between the parties and contains all of the terms agreed upon with respect to the subject matter hereof. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement. This Agreement may not be altered or amended except by an instrument in writing signed by the party against whom enforcement of any such change is sought.

22. **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument.

23. **Headings.** The headings of the paragraphs of this Agreement are for convenience only and in no way modify, interpret or construe the meaning of specific provisions of the Agreement.

24. **Exhibits.** The Exhibits to this Agreement are a material part hereof.

25. **Severability.** In case any one or more of the provisions contained in this Agreement should be found to be invalid, illegal or unenforceable in any material respect by a court or governmental authority, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

26. **Choice of Laws and Venue.** This Agreement is to be construed and governed by the laws of the State of Mississippi.

27. **Bulk Sales.** Seller will indemnify and hold Buyer harmless against any cost or expense as a result of Seller's failure to comply with the provisions of any bulk sales or fraudulent conveyance statutes.

28. **Benefit; Assignment.** This Agreement shall inure to the benefit and be binding upon the parties hereto and their respective successors and assigns. Neither party may assign its rights and obligations hereunder without the other party's written consent. Nothing in this

Agreement, expressed or implied, is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

29. **Fees and Expenses.** Except as specifically otherwise provided herein, Buyer and Seller shall each pay their own costs and expenses relating to the execution and delivery of this Agreement and the consummation of all transactions contemplated hereby.

30. **Public Announcements.** Prior to Closing, no party hereto shall make or shall authorize any other person to make any public announcement relating to any aspect of the transactions described herein without having first consulted with the other party concerning the requirement for, and timing and content of, such public announcement and having received their prior written consent thereto. Notwithstanding the foregoing, actions relative to obtaining approvals and like matters shall be permissible and Buyer may make all disclosures in its judgment necessary to obtain financing for purposes of carrying out the transactions described in this Agreement.

31. **Confidentiality.** Each party and its counsel, accountants, engineers and other representatives shall hold in confidence all data and information obtained regarding the other party and the Station's business and properties, except for public record information, and if the transactions provided for in this Agreement are not consummated as contemplated, shall continue to hold such non-public information in confidence and return all information and documents without retaining any copies thereof, and further Buyer (and its representatives) shall not directly or indirectly disclose to anyone or use in competition with the Station any data and information obtained in connection with this proposed purchase, or induce or attempt to persuade any of Seller's employees not to be employed by, or to terminate their employment with Seller at any time.

32. **Assurances.** After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

Buyer:

Radiant Life Ministries, Inc.



By: Shane A. Chaney

Title: Chief Financial Officer

Seller:

George S. Flinn, Jr.

By: George S. Flinn, Jr.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

Buyer:

Radiant Life Ministries, Inc.

By: Shane A. Chaney
Title: Chief Financial Officer

Seller:

George S. Flinn, Jr.



By: George S. Flinn, Jr.

Exhibits

- 1.1 FCC Authorizations
- 1.2 Tangible Personal Property
- 1.3 Station Contracts
- 1.7 Tower Site License
- 4 Escrow Agreement
- 6.5 Litigation
- 6.16 MVPD Carriage

Exhibit 1.1
FCC Authorizations

<i>Call Letters</i>	<i>FCC File Number</i>	<i>Channel</i>	<i>Expiration Date</i>
WWJX	BLCDT-20110824ABD	23	June 1, 2021
WWJX	BRC DT-20130129AJW	23	June 1, 2021

*All Part 74 broadcast auxiliary licenses associated with WWJX are included

Pending C-Band Authorization Application SES-LIC-INTR201808214 (Seller to file an assignment application upon grant of the C-Band Authorization requesting consent for assignment to Buyer, even if such grant occurs after Closing).

Exhibit 1.2
Tangible Personal Property

Asset Listing TV Stations	
Property	WWJX - Jackson, MS
Address	20599 Midway Rd. Terry, MS 39170
Acreage	Own the land and the building
Transmitter	Rohde & Schwarz
	TMU9/TMV9 2.28kw
Back Up Transmitter	N/A
Tower	500ft, shared with WJXN FM
Transmission Line	1-5/8 Andrew
Antenna	Dielectric TUA-C2-3/6H-1SP
Aux Antenna	N/A
Building	Shared with WJXN FM
Air Conditioning	Two 10 ton units shared with WJXN FM
Automation System	Playbox
Satellite Dishes	Shared with WJXN FM
Generator	Shared with WJXN FM
Studio Equip	SD
Programming Delivery	Satellite/Hard drive

Studio Equipment

WWJX Jackson, MS

PlayBox

PlayBox Technology - PLAYBOX AirBox & TitleBox

VP-885

8x8 Multi-Format Video & Balanced AudioMatrix Switcher

MEDIAHUB-SDPRO

Adtec Digital - Standard Definition MPEG 2SD 4:2:0 and 4:2:2 encoder. SD 4:2:0 data rates from 1 Mbs to 15 Mbs and 4:2:2 data rates from 1 Mbs to 50 Mbs. * High Definition upgradeable with the purchase of the MEDIAHUB-HDPRO-HD-KEY *. Includes Composite and Auto-Sensing SDI Input. Audio support includes two stereo MPEG 1 Layer 2 encodes. Both of those audio encodes can also be configured for stereo Dolby Digital AC3 with the purchase of the MEDIAHUB-HDPRO-DOLBY-KEY. Dolby E Passthru via AES or SDI standard. Transport via 3X mirrored ASI and GigE with SMPTE-2022.

TSM-2800-2

Logic Innovations - Transport Stream Multiplexer and Opportunistic Data Inserter. Provided with quantity two (2) activated input ports, qty 1, 10/100 BTx NIC port for M&C. Universal Power supply. 12 Months HW Warranty and 12 months SW Maintenance

Exhibit 1.3
Station Contracts

None

Exhibit 1.7
Tower Site License

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("License"), made as of the ____ day of _____, 2020, by and between Flinn Broadcasting Corporation, a Tennessee Corporation, with its principal place of business located in Memphis, Tennessee ("Licensor") and Radiant Life Ministries, Inc., an Ohio not-for-profit corporation ("Licensee"), with its principal place of business located in Marion, Illinois.

WITNESSETH:

WHEREAS, Licensor owns and operates a broadcast communications tower, bearing FCC ASR # 1209376 (the "Tower"), together with associated transmitter building improvements, located at ____ Midway Road, Terry, Mississippi (the "Tower Site") and Licensee desires to license antenna and building space at the Tower Site for the purpose of continued operation of Licensee's broadcast station WWJX-DT, Jackson, MS, Fac. Id. 166512 (the "Station") and its associated transmission equipment which is presently installed and broadcasting at the Tower Site and described in Exhibit "A" hereto;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

1. LICENSE COMMENCEMENT

1.01 Commencement of Term. The term of this License shall commence as of the date of closing of that certain purchase agreement dated May ___, 2020, involving assignment of the operating licenses and conveyance of the assets of WWJX-DT, owned by George S. Flinn, Jr., to Radiant Life Ministries, Inc. (the "Commencement Date").

1.02 Exhibits. All exhibits referred to in this License are incorporated herein by reference.

2. DESCRIPTION OF THE LICENSED PREMISES.

2.01. Licensed Premises. Licensor hereby licenses to Licensee and Licensee licenses from Licensor:

(a) Space on the Tower for the purpose of operation of Licensee's associated broadcast antennas, transmission lines and mounting apparatus, as specified and described in Exhibit "B".

(b) Use of approximately ____ square feet of area inside Building in connection with Licensee's transmission equipment as specified and described in Exhibit "C".

All of the foregoing antennas, transmission lines, and other equipment, shall be and remain Licensee's property, and are hereinafter referred to as "Licensee's Property." Licensee will be solely

responsible for the upkeep, maintenance and removal of Licensee's Property and all expenses associated therewith. The space on the Tower, in the Building, and elsewhere on the Tower Site licensed hereunder shall hereinafter be called the "Licensed Premises."

2.02 Access. Licensee is hereby granted limited non-exclusive access to the Licensed Premises and the Tower subject to the following:

(a). Building. Licensee shall have reasonable non-exclusive rights of access to the fenced-in area immediately surrounding Licensor's Transmitter Building ("Building") for equipment operations, maintenance, inspection, or repair of Licensee's Property.

(b) Tower. No employee, agent or contractor of Licensee may climb the Tower or perform work on any of Licensee's Property on the Tower without the prior consent of the Licensor. Subject to the provisions of Sections 8, 10, 11 and 12 hereunder, such consent shall not be unreasonably withheld. Licensor may consider any factors it deems relevant in deciding whether to consent to an employee, agent or contractor of Licensee climbing the Tower or performing work on any of Licensee's Property on the Tower, including, without limitation, acknowledgement by the employee, agent or contractor of Licensee that they are aware of, understand and will adhere to all relevant statutes, regulations, ordinances or other requirements of any governmental authority having jurisdiction over the Tower and proof that the employee, agent or contractor of Licensee has procured and is maintaining any and all insurance required hereunder.

3. PERMITTED USES

3.01 By Licensee.

(a) The Licensed Premises may be used only by Licensee for continued broadcast transmitting operations associated with the Station ("Permitted Uses").

(b) Except as expressly permitted by this License, Licensee shall not construct or install any additional broadcast systems, appurtenances, or store surplus equipment on the Licensed Premises.

3.02. By Licensor.

(a) Subject to the rights elsewhere granted to Licensee in this License, Licensor reserves the right to use the Tower, at its own expense, without limitation, including changing the wiring and location of any equipment (including the location of any transmission lines or wires) pertaining thereto (other than Licensee's Property) and to fasten additional equipment thereto for any purpose, including the right to install or replace other transmitting antennas, provided that the structural integrity of the tower is maintained.

(b) Subject to the rights elsewhere granted to Licensee in this License, Licensor shall have the right to use for itself, or to license to others, the remainder of the Tower Site (including, without limitation, space on the Tower or in any building constructed by Licensor) for any purpose, including, without limitation, any kind of broadcasting or data communication and all rental revenues received therefrom shall belong exclusively to Licensor, subject to Licensor's obligations to Licensee pursuant to Section 11 of this License.

(c) Licensor also expressly reserves the right to erect one or more additional towers on the Tower Site, subject to Licensor's obligations to Licensee pursuant to Section 11 of this License.

(d) Notwithstanding anything to the contrary herein, Licensee acknowledges and agrees that the Licensor reserves the right, as Licensor sees fit in its sole discretion, to replace, rebuild or modify the existing tower, provided, however, that in the event of tower replacement, Licensor shall provide Licensee with suitable space at the Tower Site during the construction period to allow Licensee to continue the Permitted Uses and Licensor shall be solely responsible for the costs associated with removing and re-installing the Licensee's Property on the replacement tower.

(e) In no event shall Licensee's rent be abated in any manner during any period of construction of the tower so long as Licensee agrees to continue to operate its equipment from a temporary location on the Tower Site and there is no impairment to Licensee's operations. Licensee acknowledges and agrees that it will reasonably cooperate with the Licensor in any actions, filings, or permits, which may be required for Licensor to exercise its rights under this Section 3.02.

4. TERM. This License shall have an initial term ("Initial Term") of ten (10) years beginning on Commencement Date. Licensee shall have the ability to renew License for one (1) additional ten (10) year term, provided that Licensor and Licensee are able to negotiate a mutually acceptable renewal agreement for that additional term ("Additional Term"). Licensee shall also have the right terminate this agreement early, by providing 90 days advance written notice to Licensor, where Licensee has applied for and received authorization from the FCC granting Licensee the ability to move all of its transmission facilities to another broadcast tower location. Licensee shall then have thirty (30) days following the effective date of that early termination to remove all of its equipment, in a good and workman like manner, from Tower Site. Licensee's failure to remove its equipment within this thirty-day period shall trigger the holdover provisions of Section 5.05 below, with said fees relating back to Licensee's early termination date.

5. RENT

5.01 Base Rent. Beginning on the Commencement Date and thereafter on the first day of each month during the Term of this License, Licensee shall pay to Licensor as base rent (“Rent”) the amount of One Hundred Dollars (\$100.00) per year on the anniversary date of this License. Such payments are to be made without notice or demand and without any setoff or deduction whatsoever. This discounted Rent amount shall remain constant throughout Initial Term, but within ninety (90) days of the expiration of the Initial Term of this License, the parties shall negotiate a mutually satisfactory renewal rate that reflects the then current value of comparable space in the market and Licensee’s tower, building and use requirements.

5.02 Payment of Rentals. Unless otherwise specified herein, Rent and any additional rent to be paid hereunder shall be paid in lawful money of the United States of America in advance on the first day of each month during the Term by mailing payment to the Licensor at Flinn Broadcasting Corporation, 6080 Mt. Moriah Ext. Memphis, TN 38115, or to such other party or address as Licensor may in writing direct.

5.03 Licensee’s Use of Electricity and Other Utilities. As Licensee’s Station and associated equipment require the use of commercial electricity and telephone/internet service, all of which are presently installed and being utilized in conjunction with Licensee’s ongoing operations, it shall be the responsibility of Licensee to separately meter, maintain and pay all associated charges and fees associated with those services.

5.04 Licensee’s Taxes. Licensor is a non-for-profit charitable religious organization recognized by the Internal Revenue Service as tax-exempt under 26 U.S.C. Section 501(c)(3) and is normally exempt from all real and personal property taxes concerning the Licensed Premises. As such, in the event Licensor is assessed any governmental tax or fee associated with Licensee’s equipment on the Licensed Premises, Licensee agrees to reimburse Licensor for payment of those taxes or fees attributable to Licensee’s Property.

5.05 Holding Over. If Licensee remains in possession of the Licensed Premises or any part thereof after the expiration of this License, such occupancy shall be a tenancy from month to month at a monthly Rent of Five Thousand Dollars (\$5000.00), plus all other charges or additional rent payable hereunder. The foregoing provisions of this Section 5.05 shall neither be construed to give the Licensee any right to remain in possession of the Licensed Premises or any part thereof after such expiration date, nor to waive any of Licensor’s rights under this License to collect any direct damages to which Licensor may be entitled.

6. AUTHORITY

6.01 Licensee's Approval. Licensee represents and warrants that it has the full corporate power and authority to enter into and perform this License.

7. PERMITS

7.01 Licensee's Permits. Licensee shall obtain, at its sole cost and expense, any and all necessary licenses, permits (including building permits) or other authorizations from such governmental authorities as shall have jurisdiction in connection with the construction, installation, repair, alteration or replacement of Licensee's Property or with any of its activities on the Licensed Premises or contemplated by this License. Licensee shall furnish Licensor with copies of all such licenses, permits or other authorizations and shall abide by the terms and provisions therein. If, for any reason, any governmental authority should fail to issue, extend or renew a license or permit to Licensee to use the Tower for Licensee's Permitted Uses due to no fault or act (or failure to act) on the part of Licensee, or should prohibit the use of the Tower for such purposes so that the purpose of this License is substantially frustrated, then and in those events this License shall terminate and, subject to the requirement that Licensee must pay Rent until such time as Licensee's Property is removed from the Licensed Premises upon expiration or earlier termination of this License, neither party shall have any further obligations to the other hereunder.

7.02 Licensor's Permits. Except as otherwise provided in Section 7.01, Licensor shall obtain, at its sole cost and expense (except that the expenses associated with any installation, alteration or replacement performed by Licensor to accommodate the Licensee's Property shall be borne by the Licensee), any and all necessary licenses, permits (including building permits) or other authorizations from such governmental authorities as shall have jurisdiction in connection with the construction, installation, repair, alteration or replacement of the Tower or the Tower Site by Licensor or with any of Licensor's activities thereon contemplated authorizations and shall abide by the terms and provisions therein. Upon Licensee's request, Licensor shall furnish Licensee with copies of such licenses, permits or other authorization.

7.03. Condemnation. In the event of a final and adverse adjudication by a governmental entity with authority over such matters, which adjudication requires Licensor to remove the Tower or Licensee's equipment from the Tower, this License, following such removal, shall automatically terminate and neither party shall have any further obligation to the other hereunder. Any obligations that accrued prior to such termination shall survive any such termination.

8. MAINTENANCE OF LICENSED PREMISES AND LICENSEE'S PROPERTY

8.01. During Term of License.

(a) Licensee, at its sole cost and expense, and subject to the requirements of this License, shall maintain and repair Licensee's Property. Licensee shall take all reasonable precautions to avoid interference with or hindrance to the operations of Licensor or any other Licensee or user of the Tower and Tower Site in accordance with Section 11 herein.

(b) Licensor reserves the right, during reasonable hours and following reasonable notice, to enter the Licensed Premises for the purposes of inspection. In the event that Licensor, in its sole (but reasonable) discretion, determines that Licensee has not maintained Licensee's Property as required herein, and that emergency repairs are necessary, Licensor may, at its sole option but without obligation therefore, enter any portion of the Licensed Premises and make such emergency repairs as it deems necessary, and any reasonable amount expended by Licensor therefor shall be reimbursed to it by Licensee promptly following presentation of a statement therefore and shall be deemed additional rent hereunder. For purposes of only the preceding sentence, emergency repairs shall mean any repairs reasonably necessary to prevent the danger of: (i) imminent death, or serious bodily harm, to persons on or about the Tower Site; (ii) imminent property damage to, on or about the Tower Site; or, (iii) interference with Licensor or any other Licensee or other user of the Tower Site (subject to the provisions of Section 11 hereof).

(c) With respect to non-emergency repairs which Licensor reasonably determines that Licensee is required to perform to maintain Licensee's Property, Licensor shall so notify Licensee in writing, reasonably specifying the maintenance and repairs required to be performed by Licensee. In the event that Licensee shall not have performed such maintenance and repairs within forty-five (45) days following such written notice, Licensor may, at its sole option but without obligation therefore, make such repairs as it deems reasonably necessary and any amount expended by Licensor therefore shall be reimbursed to it by Licensee within forty-five (45) days following presentation of a statement therefore and shall be deemed additional rent hereunder. Licensor shall not be liable for inconvenience, disturbance, loss of business or any other damages to Licensee by reason of repairing Licensee's Property which Licensee has failed to properly maintain hereunder.

(d) Subject to the provisions of Sections 2, 10, 11 and 12 hereof, no work (including, without limitation, electrical work) will be performed by Licensee or others in connection with the installation, alteration, maintenance, repair or removal of any of Licensee's Property, the utilities serving

the Licensed Premises or the transmission lines (whether on the Tower or in or to the Building), without the prior, written consent of Licensor, which consent shall be in Licensor's sole discretion. As a prerequisite to Licensor granting any such consent, Licensee shall comply with the requirements of Section 10.01 below.

(e) Any work to be performed by or on behalf of Licensee in connection with the installation, alteration, maintenance, repair or removal of any equipment on the Tower (including any ascension of the Tower) or in or about the Tower Site may only be performed by (i) a qualified employee of the Licensee, or, (ii) a qualified contractor (but in the event of a contractor whose work involves climbing the tower structure, an OSHA certified contractor) approved in advance by Licensor. Subject to the provisions of Sections 8, 10, 11 and 12 hereunder, such approval shall not be unreasonably withheld; provided, that Licensor may consider any factors it deems relevant in deciding whether to consent to an employee, agent or contractor of Licensee climbing the Tower or perform work on any of Licensee's Property on the Tower, including, without limitation, acknowledgement by the employee, agent or contractor of Licensee that they are aware of, understand and will adhere to the requirements of all relevant statutes, regulations, ordinances or other requirements of any governmental authority having jurisdiction over the Tower (and which govern the work desired to be performed on the Tower) and proof that the employee, agent or contractor of Licensee has procured and is maintaining any and all insurance required hereunder. Licensee shall be responsible for causing such contractor to deliver to Licensor a certificate of insurance at the coverage limits described in Section 12, naming Licensee and Licensor as additional insured, prior to the commencement of any work on behalf of the Licensee. In no event will any person be allowed to perform any work on the Tower without said evidence of said insurance and evidence that such person is aware of, understands and agrees to adhere to the requirements of all relevant statutes, regulations, ordinances or other governmental requirement governing the Tower.

(f) All work by or on behalf of Licensee shall be carried out (i) in a good and workmanlike manner, (ii) in accordance with recognized engineering standards and public ordinances, rules and regulations applicable to such work, including, without limitation, any rules, regulations, procedures or guidelines of the Occupational Safety and Health Administration ("OSHA") and/or the Federal Communications Commission ("FCC") implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation; (iii) in accordance with Licensor's security and safety procedures with respect to protection of persons and the Tower Site, and (iv) in accordance with the provisions of subsections (a), (b), (c), (d), and (e) hereof.

(g) Notwithstanding the receipt of the approvals by Licensor as required in this Section, Licensee shall not be relieved of its responsibilities and liabilities for interference or otherwise as herein provided, nor shall said approval be deemed a waiver of any other rights of Licensor under this License.

(h) Licensee is not required by any provision herein to construct any improvements on the Licensed Premises; accordingly, no lien for materials or services provided to the Licensed Premises shall attach to Licensor's interest in the Licensed Premises. In the event that any lien shall be filed against any part of the Tower Site for work claimed to have been done or materials claimed to have been furnished to Licensee, the same shall be discharged by Licensee (by bond, payment or as otherwise provided by law) within thirty (30) days thereafter at Licensee's sole cost and expense, and if Licensee shall fail to take such action as shall cause such lien to be so discharged within such thirty (30) days, Licensor may, at its option but without obligation therefore, discharge the same by payment, deposit or by bonding proceedings. Licensor may, at its option but without obligation therefore, require the lienor to prosecute the appropriate action to enforce the lienor's claim. In such case, Licensor shall give immediate notice to Licensee of such pending action or proceeding so that Licensee may have an opportunity to legally contest or defend the action or proceeding. If, after such notice to Licensee, a judgment is recovered on the claim, Licensor, at its sole option but without obligation therefore, may pay the judgment. Any amount paid or expense incurred or sum of money paid by Licensor (including the total amount claimed by the lienor and reasonable attorney's fees) by reason of the failure of Licensee to comply with the foregoing provisions of this Section, or in defending any such action, shall be paid to Licensor by Licensee within thirty (30) days following presentation of a statement therefore, and shall be treated as additional rent hereunder.

8.02 At Expiration or Termination. At the expiration or sooner termination of the Term, Licensee shall promptly surrender possession of the Licensed Premises to Licensor in substantially as good a condition as the same were received on the Commencement Date, reasonable wear and tear and damage by casualty excepted, subject to the removal provision outlined in Section 4.01 and holdover provisions outlined in Section 5.05.

8.03 Site Access and Control. Licensor agrees to conform the Tower to meet applicable Federal and State regulations, including Federal Aviation Administration ("FAA") and Environmental Protection Agency ("EPA") regulations as they apply to the operation of broadcasting stations whose facilities produce non-ionizing radio emissions. Licensor will permit the installation of signs by Licensee warning of radiation levels from its facility at appropriate levels on or within the Tower structure so as to

be clearly visible by climbing personnel. Licensors will take reasonable steps to prevent unauthorized parties from entering the Licensed Premises.

9. USE AND MAINTENANCE OF COMMON PREMISES.

9.01. Use of Common Premises. Licensee shall have the non-exclusive right to use, in connection with Licensee's Permitted Uses and in common with Licensors and its licensees, invitees and Licensees or other users of the Tower Site: (a) the primary access road on the Tower Site from the public roadway to the Licensed Premises; and, (b) any parking lots, walkways and other common areas situated on the Tower Site, to the extent that Licensors has the right to grant such use rights to Licensee. Photo identification shall be prominently displayed or promptly presented by any Licensee representatives while present at the Tower Site.

9.02. Maintenance of Common Premises. Licensors shall maintain the primary access road, the common areas under Licensors's control, and the fence around the Tower in good repair. Licensors assumes the obligation and responsibility for complying with the requirements contained in 47 C.F.R.. §17.21 et seq. of the FCC rules and regulations regarding obstruction, marking and lighting of the Tower, subject to FCC approval pursuant to 47 C.F.R. §73.1213. Licensee shall comply with any security and safety policies established by Licensors.

9.03 Maintenance of Tower. Licensors shall maintain the Tower and support systems (including but not limited to foundations and guy wires) in good repair and in good operating condition, including, but not limited to, the painting and lighting thereof, in accordance with the requirements of governmental authorities.

9.04 Maintenance of Building. Licensors shall maintain the Building, including the roof, structure and foundation thereof, and all electrical, mechanical, plumbing, heating, ventilation, and air-conditioning, fire, life-safety and other support systems (other than those installed by Licensee) in good repair and in good operating condition.

9.05 Performance of Work. In the event that Licensors determines that repairs, alterations or improvements are necessary or desirable to the Tower, any building constructed by Licensors or others on the Tower Site, any common areas, or the spaces of other Licensees or other users of the Tower Site, Licensors may, upon reasonable notice (except for emergency situations, where no such notice shall be required), close entrances, doors, common areas, drive-ways, rights-of-way, service areas, parking areas or any other facilities at its discretion without being liable to Licensee. The closing of entrances, doors, common areas, parking areas, or other facilities for the making of the repairs, alterations or improvements

described herein shall, under no circumstances, constitute an eviction of the Licensee or be grounds for termination of this License or the withholding of any rental payments or other payments or performances required to be paid or made by Licensee under the terms hereof. Licensor will perform any such repairs, alterations or improvements as expeditiously as possible and in a manner to minimize any loss or damage to Licensee. Under no such circumstances shall Licensee be entitled to terminate this License nor shall it be entitled to compensation for any loss or damage it may sustain (including, but not limited to, loss of use, loss of advertising/sponsorship revenues and/or consequential damages) by reason of such repairs, alterations or improvements.

10. ALTERATIONS BY LICENSEE

10.01. Alterations. Licensee shall have the right, at its own cost and expense and subject to the provisions of Sections 2, 8, 11 and 12 hereof, to make changes and alterations to Licensee's Property situated on the Tower or in the Building, including the renovation, replacement or removal of its antenna; provided, however, that such changes or alterations conform with recognized engineering standards and, if necessary, have been approved by the FCC and any other authority having jurisdiction over such changes or alterations or over Licensee; and provided further, that plans and specifications are first submitted to and approved, in writing and in advance, by Licensor as provided for elsewhere in this License. Licensee shall make no changes in the Tower, equipment or equipment position without the prior written approval of Licensor, in Licensor's sole and unfettered discretion. Anything to the contrary herein notwithstanding, in no event may Licensee install or replace any of Licensee's Property on the Tower with any equipment which exceeds or substantially alters the wind-loading requirements and specifications of the equipment permitted under Section 2.01(a) and Exhibit A herein.

Before Licensee shall make any changes or alterations to or on the Licensed Premises or to or on the Tower, notification of the particulars of such proposed change or alteration, together with full mechanical and electrical engineering details shall be submitted to Licensor and Licensor will be requested to advise in writing Licensee, within fifteen (15) days after receipt of such notification, whether Licensor has any objections thereto based upon the structural limitations of the Tower. If Licensor shall object within this period to such plans and Licensee is unwilling to alter its plans to meet the objections, the dispute shall be submitted to a mutually agreed upon structural engineering firm and a structural analysis shall be performed. The decision of such structural engineering firm shall be final and binding upon all parties. The reasonable cost of any such analyses shall be borne by Licensee.

The parties hereto acknowledge and agree that this License is based upon computed tower loading capacity. If any change or alteration proposed by Licensee in the type, location or positioning of Licensee's Property should, in Licensor's judgment, require a computer or other type of feasibility study to determine Tower loading capacity associated with such proposed change or alteration, such study shall be performed by an engineer approved by Licensor, whose decision shall be final and binding upon both parties. The cost of such study or any other costs reasonably incurred by Licensor in determining the feasibility of any proposed change or alteration in the type, location or positioning of Licensee's Property shall be borne entirely by Licensee and Licensee shall immediately reimburse Licensor for such expense and shall be deemed additional rent hereunder.

10.02 Installation of New Utilities by Licensee. Except as otherwise mutually agreed by the parties, and subject to the required approvals of any governmental authority or public utilities, Licensee shall arrange and be responsible for the procurement, installation and payment for all electrical and utility services associated with its equipment, as described in Section 5.03 hereof.

11. INTERFERENCE.

11.01. Interference with Licensor, Licensee or Others. In the event that Licensor, Licensee or any other Licensee or user of space on the Tower should change their facilities or their mode of operation, or should any such party fail to comply with the Maintenance Standards (as defined herein), and such change or failure to comply results in any objectionable electrical or physical interference (including interference from any other structure erected on the Tower Site) to the broadcasting operations or other permitted operations of any such parties, the party causing the interference shall, immediately upon notification of such interference and at its sole cost and expense, take all steps as may be reasonably required to correct such interference. All steps taken shall be subject to the provisions of Sections 11.02 and 11.03 of this License. If such interference is caused by the failure of the party suffering the interference to comply with the Maintenance Standards (as hereinafter defined) then the party suffering the interference will, at its sole cost and expense, comply with such Maintenance Standards. Any dispute as to the cause of interference, or the steps reasonably required to correct it, arising under this Section, shall be submitted to an independent professional engineer mutually chosen by Licensor and Licensee and such engineer's decision shall be final and binding upon the parties. If such interference is found to be caused by such changed facilities or mode of operation, the fees and charges of the engineer to whom the dispute is referred shall be borne by the party whose changed facilities or mode of operations gave rise to the claimed interference. If such interference is found not to be caused by such changed facilities or modes

of operation, the fees and charges of the engineer to whom the dispute is referred shall be borne by the objecting party. Any subsequent license or agreement made by Licensor with any other person for use of tower space shall contain provisions substantially similar to those provisions contained in this Section 11.

11.02. Interference by Other Users. Any new or modified use of the Tower, subsequent to the Commencement Date hereof, pursuant to which Licensor allows any other person to install equipment on or commence operation from any portion of the Tower Site after the initial installation (or subsequent modification, if any) of Licensee's Property shall provide that should the installation, operation or maintenance of the equipment, or the activities, of such other person cause any objectionable interference with the broadcasting operations of Licensee, then, immediately upon notification to Licensor of such interference, Licensor will use its best efforts to ensure that such other Licensee or user, at its sole cost and expense, shall promptly take such steps as may be reasonably required to correct such interference, including, without limitation, changing frequency, ceasing transmission, reducing power and/or the installation of any filter or other equipment; provided, however, that if such interference is caused by the failure of Licensee to comply with the Maintenance Standards, as hereinafter defined, Licensee will, immediately and at its sole cost and expense, comply with such Maintenance Standards.

11.03. Interference with Prior Users. Should Licensee's Property or its operations (including subsequent modifications, if any) cause any objectionable interference with the operations of any other pre-existing equipment at the Tower Site (whether owned by Licensor or a third party), then, immediately upon notification to Licensee of such interference, Licensee, at its sole cost and expense, shall promptly take such steps as may be reasonably required to correct such interference, including, without limitation to, changing frequency, ceasing transmission, reducing power and/or the installation of any filter or other equipment, provided, however, that if such interference is caused by the failure of Licensor or such other Licensee to comply with the Maintenance Standards, as hereinafter defined, Licensor will, immediately and at its sole cost and expense, comply with such Maintenance Standards or will use its best efforts to cause such other Licensee, immediately and at its own cost and expense, to comply with such Maintenance Standards.

11.04. Definition of "Maintenance Standards". For the purposes of this License, compliance with "Maintenance Standards" shall mean that a Licensee or user of the Tower shall: (a) maintain and operate its equipment in accordance with the requirements, rules, regulations, procedures and guidelines of any governmental authorities having jurisdiction over such maintenance and operation (including, without limitation, any rules, regulations, procedures or guidelines promulgated by OSHA or those of the FCC

implementing the National Environmental Policy Act of 1969, as amended from time to time, pertaining to electromagnetic or radio frequency radiation) and the standards of manufacturers of the equipment; (b) maintain and operate its equipment in accordance with established and recognized engineering practice; and, (c) in conjunction with other broadcast or telecommunication entities which may transmit from the Tower Site, reduce power or terminate its operations temporarily to prevent possible overexposure of worker to RF radiation.

12. INSURANCE; DAMAGE

12.01. Public Liability. Licensee shall procure and maintain comprehensive public liability insurance, from a company licensed to do business in the State or Commonwealth in which the Licensed Premises is located, covering all of the Licensee's operations and activities on the Licensed Premises, including, but not limited to, the operations of contractors and subcontractors and the operation of vehicles and equipment and including contractual liability, with limits of liability for the Initial Term of this License of not less than \$1,000,000.00 for injury to or death of one person in any occurrence, not less than \$1,000,000.00 for injury to or death of more than one person in any occurrence, and not less than \$1,000,000.00 to cover property damage, with a liability umbrella of not less than \$2,000,000.00. All policies required herein shall name Licensor as an additional insured and shall require that policy not be cancelled or the policy limits decreased without thirty (30) days' prior notice to Licensor. Certificates evidencing such insurance shall be furnished to Licensor within ten (10) days following the Commencement Date and, thereafter, upon Licensor's reasonable request. Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for Licensee, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this License or relieve Licensee from any obligations under this License.

12.02. Contractor Liability. Licensee shall cause all contractors erecting, installing or maintaining Licensee's Property, or performing any other work for Licensee on the Tower Site, to procure insurance coverage from a company licensed to do business in the State or Commonwealth in which the Licensed Premises is located in accordance with the coverage limits described above at Section 12.01. All policies required herein shall name Licensor as an additional insured and shall require that said policy shall not be cancelled or the policy limits decreased without thirty (30) days' prior notice to Licensor. Certificates evidencing such insurance and naming Licensee and Licensor as additional insured parties, shall be furnished to Licensor in advance of any work being performed at the Tower Site. Licensee shall

be solely responsible and liable to Licensor for Licensee's failure to obtain or deliver to Licensor the required insurance certificates from Licensee's contractor.

12.03. Tower Insurance. Licensor shall procure and maintain physical damage insurance on the Tower in an amount sufficient to repair or replace the Tower, including coverage for the perils of fire, lightning, windstorm, hail, flood/earthquake (where insurable), collapse, explosion, aircraft and vehicle damage, vandalism, malicious mischief, riot and civil commotion. Licensor's insurance coverage shall not extend to any of Licensee's Property, and Licensee shall be solely responsible for insurance on such equipment and personal property, together with business interruption insurance. Notwithstanding anything to the contrary, Licensor may provide its insurance coverage limits required under this License through an umbrella policy.

12.04 Waiver of Certain Damages. Notwithstanding anything to the contrary herein, each party hereby waives the right to recover consequential (including lost profits and business interruption), punitive, exemplary and similar damages against the other party.

12.05. Tower Damage. In the event that the Tower is destroyed or damaged by fire, lightning, windstorm, flood, earthquake, explosion, collapse, aircraft or other vehicle damage or other casualty, Licensor shall, unless it shall elect to terminate the term of this License as hereinafter provided, promptly reconstruct or repair the Tower to substantially the same condition as existed before the destruction or damage, and upon completion, shall give possession to Licensee of substantially the same space licensed hereunder. If the Tower is in need of such repair or is so damaged by fire, lightning, windstorm, flood, earthquake, explosion, aircraft or other vehicle damage, collapse or other casualty that reconstruction or repair cannot reasonably be undertaken without dismantling Licensee's Property, then Licensor may, upon giving written notice to Licensee, remove any Licensee's Property and interrupt the signal activity of Licensee. In such event Licensor will use reasonable efforts to have Licensee's Property replaced as soon as reasonably possible. Licensee will be afforded the right, but not the obligation at Licensee's sole cost and expense, to install temporary facilities pending repairs, provided such temporary facilities do not interfere in any way with the construction, rebuilding or operation of the Tower. Subject to Licensee's approval, Licensor agrees to provide Licensee with alternative space, if available, on the Tower (or if not available on the Tower, on any other available tower space owned or operated by Licensor in the market area, if any) during such reconstruction/repair period. If Licensor elects not to restore the Tower within six (6) months from the date of any casualty, Licensor may, by notice to Licensee, terminate this License on the date (not less than thirty (30) days thereafter) set forth in such notice. Should Licensor not

substantially restore or replace the Tower in a fashion sufficient to allow Licensee to replace Licensee's Property thereon within six (6) months of the date of casualty (or for such additional period of time so long as Licensors is diligently pursuing such reconstruction), then Licensee may, by notice to Licensors, terminate this License on the date (not less than thirty (30) days thereafter) set forth in such notice. The rent under Section 5.01 shall be abated during any period that the Licensee cannot operate its services from the Tower Site.

13. EMINENT DOMAIN

In the event that the Tower Site (or any portion of the Tower Site necessary for the Tower, guy wires or other appurtenances necessary to Licensee's broadcasting operations) is taken, acquired, transferred or condemned pursuant to eminent domain proceedings (or the threat thereof), the obligations of the parties under this License shall be terminated as of the date Licensee's operations are no longer authorized from the Tower Site. Licensors shall be entitled to the entire condemnation award. Licensee may claim and recover from the condemning authority an award for Licensee's moving expenses, business dislocation expenses, Licensee's personal property and fixtures and the unamortized costs of improvements paid by Licensee, and all other rights in equity to which Licensee is otherwise entitled. If Licensors determines to build a new tower as a replacement for the Tower on the condemned property, Licensors agrees to provide space on the new tower reasonably comparable to the space licensed to Licensee pursuant to this License on terms reasonably equivalent to the terms of this License. Licensee is under no obligation to accept any space provided by Licensors. In the event that this License is terminated due to eminent domain proceedings, then Licensee shall be relieved of any further obligations to make any rental payments or performances for any period after the date of such termination of this License, and, subject to offset or withholding by Licensors to cover any unpaid additional rent or other authorized charges which may be owed through the date of termination, Licensee shall be entitled to a refund of any advance rental sums which it has paid in proportion to the period of the License through such date of termination.

14. SUCCESSORS AND ASSIGNMENT

14.01. Successors. All rights and liabilities herein given to or imposed upon the respective parties hereto shall, to the extent that such are assignable pursuant to the provisions of Section 14.02, extend to and bind the several and respective successors and assigns of the parties hereto.

14.02. Assignment. Licensee may not assign, sublicense or otherwise transfer all or any interest under this License (including, without limitation, diplexing of transmitter outputs, granting of shared use

rights, or interconnect facilities for itself or others) without the prior written consent of Licensor, which consent shall be in Licensor's sole discretion but which will not be unreasonably withheld. Notwithstanding the foregoing and so long as Licensor is not then in default, Licensee may assign this License as a whole without Licensor's prior consent to: (i) any corporation, partnership or other entity which controls, is controlled by or is under common control with Licensee; (ii) any corporation or other entity resulting from the merger or consolidation of Licensee; (iii) any corporation, partnership or other entity, or person which acquires all or substantially all of the assets of Licensee and (iv) any corporation or other entity which acquires the FCC license of the broadcast station operating under the terms of this License. Any such assignment shall require not less than thirty (30) days prior written notice to Licensor. Licensor may assign or transfer this License without the consent of Licensee, but shall notify Licensee in writing following any such transfer or assignment.

15. RIGHT TO REMOVE LICENSEE'S PROPERTY AT END OF TERM.

Provided Licensee is not in default of its obligations hereunder, upon the expiration of the Term hereof, or in the event either party elects to terminate this License in accordance with the provisions herein, Licensee shall have the right to remove Licensee's Property from the Licensed Premises (other than any fixtures attached thereto; it being specifically understood and agreed that Licensee's antennas, transmitters, transmission lines and similar wireless broadcasting equipment shall not be deemed fixtures) within sixty (60) days of expiration or other termination of this License. Such removal shall be conducted in accordance with Sections 8, 10, 11 and 12 hereof. Licensee shall promptly repair any and all damage caused by such removal. Any of Licensee's Property remaining on the Licensed Premises after the expiration of sixty (60) day period shall be deemed to be the property of Licensor, which Licensor may have removed and/or stored at Licensee's expense.

16. LICENSOR'S AND LICENSEE'S PROTECTION

16.01. Default by Licensee. The following shall be considered events of default (each an "Event of Default") under this License: (i) if Licensee shall default in making any payment herein provided for, and any such default shall continue for a period of twenty (20) days after written notice to Licensee; (ii) if Licensee shall default in the performance of any obligation of Licensee herein (other than payment of money) and any such default shall continue for a period of thirty (30) days after written notice to Licensee; (iii) if the Licensed Premises or any part thereof shall be abandoned by Licensee (iv) if Licensee shall file a voluntary petition in bankruptcy; (v) if Licensee shall file any petition or institute any proceedings under any Insolvency or Bankruptcy Act or any amendment thereto hereafter made seeking to effect its

reorganization or a composition with its creditors; (vi) if in any proceedings based on the insolvency of Licensee or relating to bankruptcy proceedings, a receiver or trustee shall be appointed for Licensee or the Licensed Premises; (vii) if any proceedings shall be commenced for the reorganization of Licensee; (viii) if the license-hold estate created hereby shall be taken on execution or by any process of law; (ix) if Licensee shall admit in writing its inability to pay its obligations generally as they become due. Upon the occurrence of an event of default, Licensors may, at its option but without obligation therefore, terminate this License and declare all amounts due or to become due as of the date of termination hereunder immediately due and payable and Licensors agents and servants may after any such cure period, or at any time thereafter, re-enter the Licensed Premises by summary proceedings (or otherwise pursuant to the law), and remove all persons and property therein, without being liable for indictment, prosecution or damage therefore. Licensors may, in addition to any other remedy provided by law or permitted herein, at its option, re-let the Licensed Premises (or any part thereof) and, so long as such new Licensee's equipment could not have been otherwise accommodated on the Tower without the use of the Licensed Premises, Licensors shall apply any moneys collected first to the payment of expenses of resuming or obtaining possession, and second to the payment of costs of placing the premises in rentable condition (including any leasing commission), and third to the payment of any other damages. Any surplus remaining thereafter shall be paid to Licensee and Licensee shall remain liable for any deficiency in rental due as of and up to the date of termination, the amount of which deficiency shall be paid promptly upon demand therefore to Licensors.

Should Licensors re-enter and terminate according to the provisions of this subsection, Licensors may remove and store the Licensee's Property at the expense and for the account of Licensee, without being liable for indictment, prosecution or damage therefore. Alternatively, Licensors may sell, or cause to be sold, Licensee's Property at public sale to the highest bidder, and remove from the proceeds of such sale the costs and expenses of such sale and any rent or other payment then due Licensors under this License. Any disposition of Licensee's Property pursuant hereto shall be made in a commercially reasonable manner within the meaning of the Uniform Commercial Code as in effect in Tennessee at the time of such disposition. Licensors shall give written notice to Licensee of any such public sale.

17. INDEMNIFICATION

17.01. Mutual Indemnification. Subject to the limitations described in Sections 17.04 below, each party (the "Indemnifying Party") agrees to indemnify and defend the other party against any claim for damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees, arising (a) out of

any breach by the Indemnifying Party of its warranties, representations or covenants under this License; (b) out of the use, management or occupancy of the Licensed Premises or Tower Site by the Indemnifying Party, its agents or invitees; (c) out of any acts, omissions, neglect or fault of Indemnifying Party, its agents, servants, contractors, employees, or invitees; (d) out of failure of the Indemnifying Party to comply with any relevant statutes, regulations or ordinances; (e) out of the Indemnifying Party's failure to comply with the Maintenance Standards; and (f) out of the Indemnifying Party's failure to comply with any of its other obligations under the terms of this License.

17.02. Procedures for Indemnification. Any party seeking indemnification hereunder ("Indemnified Party") shall provide the Indemnifying Party reasonably prompt notice of known circumstances giving rise to any claim for indemnity and the Indemnifying Party shall have the right and opportunity to undertake the legal defense of such claims. The Indemnified Party and its counsel may nevertheless participate in (but not control) such proceedings, negotiations or defense at its own expense. In all such cases, the Indemnified Party will give all reasonable assistance to the Indemnifying Party, including making the Indemnified Party's employees and documents available as reasonably requested and without charge.

17.03 Express Negligence. THE FOREGOING INDEMNITIES SET FORTH IN THIS SECTION 17 ARE INTENDED TO BE ENFORCEABLE AGAINST THE PARTIES IN ACCORDANCE WITH THE EXPRESS TERMS AND SCOPE THEREOF NOTWITHSTANDING ANY STATE'S EXPRESS NEGLIGENCE RULE OR ANY SIMILAR DIRECTIVE THAT WOULD PROHIBIT OR OTHERWISE LIMIT INDEMNITIES BECAUSE OF THE SIMPLE OR GROSS NEGLIGENCE (WHETHER SOLE, CONCURRENT, ACTIVE OR PASSIVE) OR OTHER FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.

17.04 Limitations. Neither party shall be liable or responsible to the other party, or to anyone claiming under or through the other party, for any damage or loss caused by or arising from any claim attributable to any acts or omissions of other Licensees or other users of the Tower or the Antenna Site or for any loss or damage caused by fire, water, bursting pipes, leaking gas, sewage, steam pipes, drains, ice or other materials falling from the Tower, or for the malfunction or failure of any utility, facility or installation, or by reason of any other existing condition or defect in the Licensed Premises, or for the destruction or damage to the Tower, except to the extent caused by the negligence or willful misconduct of such party. Anything to the contrary herein notwithstanding, each party hereto hereby waives the right to recover consequential (including loss of use, loss of sponsorship or advertising revenue or lost profits),

punitive, exemplary and similar damages and the multiplied portion of damages except to the extent such damages are suffered by the other party in a third-party proceeding.

17.05 Survival. The provisions of this Section 17 shall survive the termination of this License, whether or not claims relating thereto are asserted before or after expiration or termination thereof.

18. ESTOPPEL CERTIFICATE, ATTORNMENT AND SUBORDINATION

18.01. Estoppel Certificate. Within thirty (30) days after Licensors request, Licensee shall deliver, executed in recordable form, a certificate to any party designated by Licensors: (a) ratifying this License; (b) stating the Commencement Date and expiration date; and (c) certifying, (i) that this License is in full force and effect and has not been assigned, modified, supplemented or amended (except by such writings as shall be stated), (ii) that all conditions under this License to be performed by Licensors have been satisfied (stating exceptions, if any), (iii) that no defenses or offsets against the enforcement of this License by Licensors exist (or stating those claimed), (iv) the amount of advance rent, if any, paid by Licensee, (v) the date to which rent has been paid, and, (vi) such other information as Licensors reasonably requires. Parties receiving such statements shall be entitled to rely upon them. Licensors agrees to execute and deliver a similar declaration within ten (10) days after request by Licensee.

18.02. Attornment. In the event of a sale or assignment of Licensors interest in the Licensed Premises, the Tower or the Tower Site; or if the Licensed Premises, the Tower or the Tower Site comes into the hands of a mortgagee or any other party (whether because of foreclosure, exercise of a power of sale under mortgage, or otherwise), Licensee shall attorn to the purchaser or such mortgagee or other party and recognize the same as Licensors hereunder, provided that such mortgagee or other party agrees not to disturb Licensees interest in the Licensed Premises arising so long as Licensee continues to perform its obligations according to the terms hereof. Licensee shall execute, at Licensors request, any agreement reasonably required by any mortgagee or other such party confirming such attornment. Following any such attornment, Licensors shall be relieved of any and all liabilities thereafter arising and Licensee agrees to look solely to such Purchaser, Mortgagee or other party as the Licensors hereunder.

18.03. Subordination of License. The rights of Licensee hereunder shall be and remain subordinate to the right and lien of any bona fide mortgage or other security interest placed upon the Tower Site by Licensors during or before the term of this License, and if requested by Licensors, Licensee will execute a subordination agreement pursuant to which any interest Licensee may have in the Licensed Premises by reason of this License is subordinated to a mortgage lien or other security interest granted in favor of Licensors lenders. Licensors shall use its best efforts to have the lender agree not to disturb

Licensee's interest in the Licensed Premises arising from this License so long as Licensee continues to perform its obligations according to the terms hereof.

18.04. Failure to Execute Instruments. Licensee's failure, without good and reasonable cause, to execute instruments or certificates provided for in this Section 18, within thirty (30) days after receipt by Licensee of a written request therefore, shall be an Event of Default under this License.

18.05. Recordation of Memorandum. At either party's request and expense, each party agrees to execute a memorandum of agreement of this License in a form acceptable to both parties, provided that in the event that the Licensee requests that Licenser obtain a memorandum of agreement for any Underlying License, Licensee shall be solely responsible for all reasonable costs and expenses incurred by Licenser in its attempt to obtain such execution by the Licenser of such Underlying License and Licenser shall in no event be required to undertake any additional obligation or accept any condition imposed by the Licenser of the Underlying License, Licensee, or other authority which Licenser deems, in its sole discretion, to be unacceptable. Licensee agrees to provide Licenser with a certified copy of any such memorandum with five (5) business days following any recordation of such memorandum.

19. MISCELLANEOUS

19.01. Relationship of Parties. Nothing contained herein and no acts of the parties herein shall be deemed or construed as creating any relationship between the parties hereto other than the relationship of Licenser and Licensee. Licensee's acceptance of possession of the Licensed Premises shall constitute Licensee's acknowledgment and agreement that the Licensed Premises are acceptable and reasonably suitable for Licensee's purposes.

19.02. Governing Law. This License shall be governed, construed and enforced in accordance with the laws of the State of Tennessee and Licensee agrees to submit to the jurisdiction of the courts located in said state for the purpose of any state court actions and/or federal court actions.

19.03. Captions. The captions contained in this License are included solely for convenience and shall in no event affect or be used in connection with the interpretation of this License.

19.04. Amendments. This License only may be amended or modified as may be agreed upon by written instrument executed by the parties hereto.

19.05. Interest and Attorney's Fees. All sums becoming due or payable under this License, including all money expended pursuant to the provisions hereof or on account of any default in the performance and observance of any agreements or covenants herein, shall bear interest at the rate of ten percent (10%) per annum (or at such lesser rate which is the highest amount permitted by applicable law)

from thirty (30) days after the date such sums become due or payable or, in the event one of the parties expends money because of a default by the other, from the date the non-defaulting party delivers written notice that such money was expended. The prevailing party shall be entitled to its reasonable attorneys' fees and costs to collect any payment or to compel any performance ultimately held to be due under the provisions of this License.

19.06. Brokers and Third Parties. Each party represents that it has not had dealings with any real estate broker or other party who may claim a commission or finders' fee with respect to this License. Each party shall hold harmless the other party from all damages resulting from any claims that may be asserted against the indemnified party by any broker, finder, or other party with whom the indemnifying party has or purportedly has dealt.

19.07. Notices. All notices, demands and communications of any kind between the Parties, whether obligatory or discretionary under the terms of this Agreement, shall be in writing (including telecopier facsimile or similar writing), addressed to the Party at the address or number set forth below (or to such other address as either Party may request by notifying the other Party in writing) and shall be served upon such other party by: (i) Personal service, whereupon service shall be deemed complete upon such personal service; (ii) Telecopier transmission, whereupon service shall be deemed complete upon sending such telecopier transmission, along with sending a copy of the notice, demand or other communication via the U.S. Postal Service, postage prepaid; (iii) Mailing a copy thereof, postage prepaid, by certified or registered mail (with return receipt requested), whereupon service shall be deemed complete upon delivery or refusal of delivery; or, (iv) Nationally recognized overnight courier service, whereupon service shall be deemed complete upon receipt. The addresses and telecopier numbers to which notices, demands and other communications shall be delivered or sent shall be:

If to Licensee:	Radiant Life Ministries, Inc. 11717 Route 37 – PO Box 1010 Marion, IL 62959 Attention: Legal Department Telecopier: (618) 997-8936
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If to Licensor:	Flinn Broadcasting Corporation 6080 Mount Moriah Road Ext. Memphis, TN 38115 Telecopier:
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or such other address as a party may indicate by written notice as herein provided for.

19.08. Waiver. It is agreed that the waiving of any of the covenants or other provisions of this License by either party shall be in writing to be effective, shall be limited to the particular instance and shall not be deemed to waive any subsequent breaches of such covenant or other provision or the breach of any other covenant or other provision herein contained.

19.09. Accord and Satisfaction. No receipt of money by Licensor after the termination of this License or after the service of any notice or after the commencement of any suit reinstates, continues, or extends the term of this License or affects any such notice or suit. No receipt of money by Licensor after any default by Licensee under this License or after the service of any notice of any such default cures or otherwise negates such default or affects any such notice of default. The receipt and acceptance by Licensor of less than the full amount of Rent or any other monies due hereunder shall be strictly for the account of Licensee and shall not be considered an accord and satisfaction or an account stated, despite anything to the contrary on such check or in a cover letter accompanying such check.

19.10. Partial Invalidity. The invalidity of any provision, clause or phrase contained in this License shall not serve to render the balance of this License ineffective or void, and the same shall be construed as if such had not been herein set forth.

19.11. Documentary Stamps. Licensor and Licensee shall bear equally the cost of documentary stamps (if any) occasioned by this License.

19.12. Rules and Regulations. Licensor may from time to time issue such reasonable rules and regulations in writing which it may consider necessary and desirable. Licensee agrees to abide by such reasonable rules and regulations so long as they do not unreasonably interfere with Licensee's use and occupancy of the Licensed Premises or conflict with this License.

19.13. Force Majeure. Neither party shall assume responsibility for any losses or damages caused by acts of God, including, but not limited to, wind, lightning, rain, ice, earthquake, floods, or rising water, or by aircraft or vehicle damage. Licensor furthermore assumes no responsibility for losses or damages caused by any person other than employees of Licensor. In the event that either party shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of acts of God (including, but not limited to, wind, lightning, rain, ice, earthquake, flood or rising water), aircraft or vehicle damage or other casualty, unforeseen soil conditions, acts of third parties who are not employees agents, or contractors of such party, strikes, lock-outs, labor troubles, inability to procure material, failure of power, governmental actions, laws or regulations, riots, insurrection, war or other reasons beyond its

control, then the performance of such act shall be excused for the period of delay and the period for performance of any such act shall be extended for a period equivalent to the period of such delay.

19.14. Entire Agreement. This License, together with its Exhibits, constitutes and sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous offers, negotiations and agreements (whether oral or written) between the parties (or any of their related entities) concerning the subject matter of this License.

IN WITNESS WHEREOF, the parties hereto have hereunto set their respective hands and seals, as of the day and year first above written.

RADIANT LIFE MINISTRIES, INC.

**FLINN BROADCASTING
CORPORATION**

By: _____

By: _____

Name: Michael J. Daly

Name: George S. Flinn, Jr.

Title: Secretary

Title: President

EXHIBIT A

Description of Permitted Equipment

WWJX, Jackson, MS (Channel 23) (Facility ID: 166512)

Transmitter:

Antenna:

Control Equipment:

EXHIBIT B

Sketch Showing Location of Licensee's Equipment in Licensor's Building

EXHIBIT C

Sketch Showing Placement of Licensee's Antennas on Tower

Exhibit 4
Escrow Agreement

Exhibit 6.5
Litigation

None

Exhibit 6.16
MVPD Carriage

American Cable Assoc.
1061 S Prospect Avenue
Elmhurst, IL 60126

Vicksburg Video Inc.
900 Hwy 61 N.
PO Box 1276
Vicksburg, MS 39183

Bailey Cable
805 Georgetown St
Crystal springs, MS 39059

Cable One
230 5th Avenue
McComb, MS 39648-4128

Cable One
412 US 61 Business #1
Natchez, MS 39120

Charter Flint Cable
17371 State Hwy 155 South
Flint, TX 75762

Cable One, Inc.
1529 W. Industrial Park Rd. NW
Brookhaven, MS 39601-3307

T.A.T. Cablevision
401 First St.
Flora, MS 39071

Cable South Media 3
1434 Highway 13 N.
Columbus, MS 39439

Cable TV—Home Box Office
78 Academy Drive
Rolling Fork, MS 39159

Cable TV of Belzoni Inc.
102 S. Hayden St.
Belzoni, MS 39038-3914

Branch Cable
1314 Main St.
Louise, MS 39097

Charter Spectrum
12405 Powerscourt Drive
St. Louis, MO 63131

DIRECTV
2260 E. Imperial Hwy
El Segundo, CA 90245

DISH Network, LLC
9601 S. Meridian Blvd
Englewood, CO 80112

Comcast Cable
5915 Interstate 55
Jackson, MS 39213

Harron Communication
70 E. Lancaster Ave.
Frazer, PA 19355

RF Cable LLC
19999 Hwy 61
Rolling Fork, MS 39159