

CONTINGENT APPLICATION AGREEMENT

This Agreement is made and entered into this 20th day of September, 2016, by and among **Grace Baptist Church of Orangeburg, Inc.** ("Grace Baptist"), licensee of WWOS (AM), Saint George, South Carolina (Fac. ID 38899)("WWOS"), **Premier Enterprises, LLC** ("Premier"), licensee of Station WALI (FM), Walterboro, South Carolina ("WALI") and **Apex Media Corporation** ("Apex"), the proposed purchaser of WALI.

Preliminary Statements

WHEREAS, the parties have agreed to file mutually contingent applications under Section 73.3517(e) of the Commission's Rules (the "Contingent Applications") as described more specifically herein; and

WHEREAS, the Contingent Applications would serve the public interest by providing better service to the public;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth herein, Grace Baptist, Premier and Apex hereby agree as follows:

Statement of Agreement

1. Premier shall file a Contingent Application to change its community of License from Saint George, South Carolina to Edisto Beach, South Carolina. Radio Station WALI (FM) is the only Federal Communications Commission ("FCC") licensed facility to Walterboro. In order to change its community of license, Premier must have replacement service for Walterboro.
2. Grace Baptist has agreed to change Radio Station's WWOS's community of license to Walterboro, South Carolina to enable the WALI move.
3. The parties agree to file the Contingent Applications simultaneously. Each party shall cooperate with the other party in connection with the Contingent Applications and shall take no action to delay or prevent the grant of such applications and shall provide any additional information regarding such applications as may be reasonably requested by the FCC. Should the Commission deny the Contingent Applications, the parties shall use best efforts to re-file the Contingent Applications in compliance with FCC rules and policies.
4. The parties agree and understand that Apex is facilitating the community of license changes and is also the proposed purchaser of WALI. All costs associated with the implementation of this Agreement and the associated FCC Form 301 Applications shall be borne by Apex. For purposes of the implementation of the WWOS community of license change, Apex agrees to pay to Grace Baptist the sum of _____ (\$) to cover the change costs. This payment shall be made to Grace Baptist by Apex within five (5) business days of the FCC approval of each community of license construction permit.

5. If any term or provision of this Agreement is determined to be void, unenforceable or contrary to law, the remainder of this Agreement shall continue in full force and effect provided that such continuation would not materially diminish the benefits of this Agreement for either party.

6. This Agreement sets forth the entire understanding of the parties hereto at the time of execution and delivery hereof with respect to the subject matter hereof and may not be amended except by written amendment signed by the parties. All prior agreements between the parties with respect to the subject matter hereof shall be of no further force or effect. Each of the undersigned represents and warrants that it has the requisite authority to bind its respective party to the terms and obligations of this Agreement.

7. If either party breaches its obligations under this Agreement, the other party shall have the right to seek injunctive relief and/or specific performance. The breaching party agrees to waive any defense as to the adequacy of the other party's remedies at law and to interpose no opposition, legal or otherwise, to the propriety of injunctive relief or specific performance as a remedy.

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

9. Except to the extent required by law, Grace Baptist, Premier and Apex shall not disclose the existence of this Agreement or make known any of its terms to any person other than its attorneys, engineers, and representatives to whom disclosure is necessary to effectuate the purposes of this Agreement and who are similarly bound to hold the existence of this Agreement and its terms in confidence.

10. This Agreement shall be governed by and construed according to the laws of the State of South Carolina, specifically excluding its choice-of-law provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

Grace Baptist Church of Orangeburg, Inc.
4305 Columbia Road
Orangeburg, SC 29118

By: Darrell Wilkins
Darrell L. Wilkins, Pastor

Premier Enterprises, LLC
P.O. Drawer 1577
Walterboro, SC 29488

By: _____
Jason J. Dandridge, President

Apex Media Corporation
2294 Clements Ferry Road
Charleston, SC 29492

By: _____
G. Dean Pearce, President

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