

ASSET EXCHANGE AGREEMENT

THIS ASSET EXCHANGE AGREEMENT, dated as of May 9, 2012 (this “Agreement”), by and among GRACE BROADCASTING SERVICES, INC., a Tennessee corporation (“GRACE”), and FOREVER COMMUNICATIONS, INC., a Georgia corporation qualified to transact business in Tennessee (“FCI”), and FOREVER SOUTH LICENSES, LLC, a Delaware Limited Liability Company, (“FSL”) or, together as “FOREVER”, for the limited purposes set forth herein.

WITNESSETH:

WHEREAS, FSL is the licensee of FM broadcast station WTJW, Humboldt, Tennessee (Channel 287, 105.3 MHz – FCC ID No. 6583) and associated auxiliaries (“WTJW”) pursuant to authorizations issued by the Federal Communications Commission (the “FCC”), and FCI holds certain assets and rights relating to WTJW;

WHEREAS, GRACE is the licensee of FM broadcast station WTGP (Channel 249, 97.7 MHz, FCC ID No. 54899) licensed to Trenton, Tennessee (“WTGP”); GRACE holds certain assets and rights relating to WTGP; and

WHEREAS, on the terms and conditions described herein and subject to the approval of the FCC, GRACE and FOREVER desire to exchange certain assets and assign FCC licenses associated with WTJW to GRACE; and

WHEREAS, on the terms and conditions described herein and subject to the approval of the FCC, FOREVER desires to acquire and GRACE desires to sell certain assets and assign FCC licenses associated with WTGP to FOREVER.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Sale of Assets.

(a) WTJW.

(i) On the Closing Date (as hereinafter defined), FOREVER shall sell, assign and transfer to GRACE, and GRACE shall acquire, assume and receive from FOREVER, those certain assets, properties, interests and rights of FOREVER which are held by FOREVER and used or useful solely in connection with the transmission operations of WTJW, as specifically identified in (A) through (E) below (the “Forever Assets”).

(A) that equipment, machinery, fixtures, and other tangible personal property of FCI used solely in the conduct of the transmission operations of WTJW identified on

Schedule 1 hereto (the “FOREVER Tangible Personal Property”), (together with such improvements to and replacements of the specified assets as may occur between the date hereof and the Closing Date);

(B) All of the licenses, permits, applications, and other authorizations, including the authorizations issued by the FCC (collectively, the “WTJW Licenses”), the Federal Aviation Administration (the “FAA”), if any, and any other federal, state or local governmental authorities to FSL in connection with the conduct of the business and the full on-air operations of WTJW identified on Schedule 2 hereto;

(C) Those contracts entered into by FOREVER relating solely to the transmission operations of WTJW, if any, that GRACE agrees to assume in its sole election, as specifically identified on Schedule 3 hereto. (the “WTJW Contracts”).

(D) All logs, files, data, software, FCC and other governmental applications, equipment manuals and warranties, and other records relating to the full on-air broadcast operations of WTJW, including without limitation all electronic data processing files and systems, Public Inspection File, FCC filings and all records required by the FCC to be kept by WTJW.

(E) In addition, FOREVER shall grant a tower license agreement (the “WTJW Tower License”) for that transmission tower owned by FOREVER and located on real property owned by FCI at 2603 Spangler Rd., Humboldt, TN 38343 owned by FCI, as used in the conduct of the transmission operations of WTJW, such premises further identified on Schedule 4 hereto. The WTJW Tower License shall be in the form attached hereto as Exhibit A.

(ii) The FOREVER Assets shall be conveyed to GRACE free and clear of all liens, mortgages, pledges, covenants, easements, restrictions, encroachments, leases, charges, or other claims or encumbrances of any nature whatsoever (“Liens”), except Permitted Liens, as defined below. “Permitted Liens” means, as to any property or asset or as to WTJW or WTGP (each a “Station”), (a) liabilities relating thereto which GRACE has agreed to assume, (b) Liens for taxes, assessments and other governmental charges not yet due and payable; (c) easements, rights of way, restrictive covenants and other encumbrances or encroachments to which the WTJW Real Property is subject that do not materially adversely affect or impair the continued use of the WTJW Real Property in the ordinary course of business of WTJW; and (d) Liens that will be discharged on or prior to the Closing Date (“Permitted Liens”). Except as expressly set forth herein, GRACE is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of FOREVER of any kind, absolute or contingent, known or unknown, specifically including, without limitation, any liability, obligation or agreement to retain any FOREVER employee, or with respect to termination thereof, or any employee benefit or expense, and the execution and performance of this Agreement shall not render GRACE liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities and obligations shall be referred to herein as the “FOREVER Retained Liabilities.”

(iii) FOREVER shall not sell, assign or transfer to GRACE (i) any assets, of whatever kind or nature, which are held by FOREVER and used principally in connection with

the operations of any station or stations other than WTJW, or (ii) the following assets relating to WTJW (the “FOREVER Excluded Assets”):

(A) Cash on hand and in banks (or their equivalents) and accounts receivable arising out of the operation of WTJW prior to the Closing Date;

(B) All rights of FOREVER under all leases and under all contracts or other agreements not listed on Schedule 3, including programming, advertising and business contracts, contracts of insurance and insurance proceeds of settlement and insurance claims made by FOREVER relating to property or equipment repaired, replaced, restored by FOREVER prior to the Closing Date;

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

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

(E) FOREVER’s corporate records;

(F) All tangible personal property and equipment of FCI used in connection with the programming and studio operations of WTJW; and

(G) The call-sign WTJW.

(b) WTGP

(i) On the Closing Date (as hereinafter defined), GRACE shall, through an exchange of Assets with Forever, assign and transfer to FOREVER, and FOREVER shall acquire, assume and receive from GRACE, the assets, properties, interests and rights of GRACE held by GRACE and used or useful solely in connection with the transmission operations of WTGP, as specifically identified in (A) through (D) below (the “GRACE Assets”);

(A) All of the licenses, permits, applications and other authorizations, including the authorizations issued by the FCC (collectively, the “WTGP Licenses”), the Federal Aviation Administration (the “FAA”), if any, and any other federal, state or local governmental authorities to GRACE in connection with the conduct of the business and the full on-air operations of WTGP as identified on Schedule 5 hereto;

(B) that equipment, machinery, fixtures, and other tangible personal property of GRACE used solely in the conduct of the transmission operations of WTGP and identified on Schedule 6 hereto (the “GRACE Tangible Personal Property”), (together with such improvements to and replacements of the specified assets as may occur between the date hereof and the Closing Date);

(C) In addition, GRACE shall grant a tower license agreement (the “WTGP Tower License”) for that transmission tower owned by GRACE and located on real

property near Gadsden, Tennessee which is subject to a Lease Agreement between Murray and Billie Jean Pearson, as landlord, and GRACE, as used in the conduct of the transmission operations of WTGP, such premises further identified on Schedule 4 hereto. The Tower License shall be in the form attached hereto as Exhibit B;

(D) All logs, files, data, software, FCC and other governmental applications, equipment manuals and warranties, and other records relating to the full on-air broadcast operations of WTGP, including without limitation all electronic data processing files and systems, FCC filings and all records required by the FCC to be kept by WTGP.

(ii) The GRACE Assets shall be transferred to FOREVER free and clear of all liens, mortgages, pledges, covenants, easements, restrictions, encroachments, leases, charges, or other claims or encumbrances of any nature whatsoever ("Liens"), except for Permitted Liens, provided that such Liens may be discharged at Closing as further provided in Section 10(a)(v) below. Except as expressly set forth herein, FOREVER is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of GRACE of any kind, absolute or contingent, known or unknown, specifically including, without limitation, any liability, obligation or agreement to retain any GRACE employee, or with respect to termination thereof, or any employee benefit or expense, and the execution and performance of this Agreement shall not render FOREVER liable for any such liability, obligation, undertaking, expense or agreement. All of such liabilities and obligations shall be referred to herein as the "GRACE Retained Liabilities."

(iii) GRACE shall not sell, assign or transfer to FOREVER (i) any assets, of whatever kind or nature, which are held by GRACE and used principally in connection with the operations of any station or stations other than WTGP, or (ii) the following assets relating to WTGP (the "GRACE Excluded Assets"):

(A) Cash on hand and in banks (or their equivalents) and accounts receivable arising out of the operation of WTGP prior to the Closing Date;

(B) All rights of GRACE under all contracts and leases, including programming contracts, advertising and business contracts, time sales agreements, and contracts of insurance and insurance proceeds of settlement and insurance claims made by GRACE relating to property or equipment repaired, replaced, restored by GRACE prior to the Closing Date;

(C) All tangible personal property and equipment of GRACE used in connection with the programming and studio operations of WTGP;

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

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

(F) GRACE's corporate records; and

(G) The call sign “WTGP”.

(H) Those contracts entered into by GRACE relating solely to the transmission operations of WTGP, if any, that FOREVER agrees to assume in its sole election, as specifically identified on Schedule 3 hereto. (the “WTGP Contracts”).

2. Purchase Price.

(a) On the Closing Date (as hereafter defined), GRACE and FOREVER shall respectively exchange all of the GRACE Assets for all of the FOREVER Assets upon the terms and provisions contained in this Agreement, subject to adjustment for the net prorations as set forth in (b) below, and FOREVER shall pay to GRACE, by certified or cashier’s check or wire transfer, at Closing, the sum of Five Hundred Twenty Five Thousand Dollars (\$525,000.00). For purposes of the exchange of assets, the GRACE Assets are valued at One Million One Hundred Thousand Dollars (\$1,100,000.00) and the FOREVER Assets are valued at Five Hundred Seventy Five Thousand Dollars (\$575,000.00). The Parties agree to use these valuations on tax returns associated with this transaction.

(b) The parties agree to prorate all items of income and expenses arising out of the operation of WTJW and WTGP respectively, which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing . The items to be prorated may include, but are not limited to, power and utilities charges, real and personal property taxes upon the basis of the most recent tax bills and information available, security deposits (to the extent any such deposit is assigned to the benefit of the other party hereunder), and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with any final settlement and payment to be made within forty-five (45) days after the Closing Date.

(c) On the date of this Agreement, FOREVER shall make a cash deposit of Fifty Thousand Dollars (\$50,000) in immediately available funds with Ed Henson, Media Broker, (the “Escrow Agent”) pursuant to the Escrow Agreement attached to Exhibit C, hereto, (the “Escrow Agreement”) of even date herewith among GRACE, FOREVER and the Escrow Agent. At Closing, the Deposit shall be disbursed to GRACE and applied to the Purchase Price and any interest accrued thereon shall be disbursed to FOREVER. If this Agreement is terminated by either party pursuant to Section 13, the Deposit and any interest accrued thereon shall be disbursed in accordance with Section 13. If this Agreement is terminated for any other reason, the Deposit and any interest accrued thereon shall be returned to FOREVER. The parties shall each instruct the Escrow Agent to disburse the 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 FOREVER to make the Deposit on the date hereof constitutes a material entitling GRACE to immediately terminate this Agreement.

3. FCC Consent; Assignment Application. Not later than five (5) business days after the date of this Agreement, GRACE and FOREVER shall execute, file and vigorously prosecute applications with the FCC (each an “Assignment Application,” together the “Assignment Applications”) requesting its consent (the “FCC Consent”) to the assignment (i) from GRACE to

FSL of the WTGP Licenses; and (ii) from FSL to GRACE of the WTJW Licenses. GRACE and FOREVER shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consents without delay, and to promptly consummate this Agreement in full. Each party shall bear one half the cost of the Assignment Application fees payable to the FCC for the Assignment Applications relating to their portion of the transactions contemplated herein, but shall otherwise be responsible for all of its own costs with respect thereto.

4. Closing Date; Closing Place. The closing (the “*Closing*”) of the transactions contemplated by this Agreement shall occur on a date (the “*Closing Date*”) mutually agreed upon by GRACE and FOREVER which shall be no later than ten (10) days following the date on which the FCC Consents shall have been granted by the FCC, and become Final Orders (as hereinafter defined). For purposes of this Agreement, the term “*Final Order*” means action by the FCC consenting to an application which is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The Closing shall be held by mail or in such other manner as mutually agreed upon by the parties. Should the parties agree, Closing may take place upon the FCC’s initial order granting the Assignment Applications and in advance of finality. It is understood, however, that no Closing may take place until both Assignment Applications have been granted by the FCC.

5. Representations and Warranties of FOREVER. FOREVER hereby makes the following representations and warranties to GRACE which shall be true as of the date hereof and on the Closing Date:

(a) FOREVER SOUTH LICENSES, LLC (“FSL”) is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware. FOREVER COMMUNICATIONS, INC., (“FCI”) is a corporation, duly organized, validly existing and in good standing under the laws of the State of Georgia, and qualified to do business as a corporation in the State of Tennessee, if required by law. FSL is a limited liability company managed by its Members. FSL has the requisite organizational power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by FSL and no other proceedings on the part of FSL are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. FCI is now and on the Closing Date will be a corporation validly existing and in good standing under the laws of the State of Georgia. FCI has the full power to own the assets and to carry on the business of the Station as they now are being conducted and is qualified to do business and is in good standing in the State of Tennessee. FCI has the full power and authority to enter into this Agreement and to execute all of FCI’s Closing Documents that require FCI’s signature. The execution, delivery and performance of this Agreement (as of the date of execution of this Agreement and on the Closing Date) and FCI’s Closing Documents (on the Closing Date) are or will be authorized by all necessary corporate actions of the FCI. This Agreement and each ancillary document and instrument to be executed and delivered hereunder (the “Transaction Documents”) have been and will be duly and validly executed and delivered by FOREVER and constitute and will constitute the legal, valid and binding obligation of each

FOREVER entity, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) The performance of this Agreement by FOREVER will not (i) conflict with or result in any breach of any provision of the organizational documents of FOREVER; (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under, or conflict with any of the terms, conditions or provisions of, any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation relating to the FOREVER Assets and to which FOREVER is subject, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to FOREVER, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to FOREVER or the FOREVER Assets, (iv) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on the FOREVER Assets, or (v) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent or as identified on a Schedule hereto.

(c) Schedule 1 hereto contains a list of all material FOREVER Tangible Personal Property and assets owned or leased by FOREVER for use in connection with the transmission operations of WTJW (other than the FOREVER Excluded Assets). FOREVER owns and has, and will have on the Closing Date, good and marketable title to all such property, subject to any Permitted Liens and the individual components of the FOREVER Tangible Personal Property will be in good operating condition on the Closing Date, maintained in accordance with FCC rules and regulations, and in accordance with industry accepted engineering standards and FCC equipment type-acceptance. For purposes of this Section, material FOREVER Tangible Personal Property shall be items of such property valued at One Hundred Dollars (\$100) or more.

(d) Schedule 2 hereto contains a true and complete list of the WTJW Licenses and all other licenses, permits, applications or other authorizations from governmental or regulatory authorities used in the business and operations of WTJW in the manner it is presently operated. FOREVER is the authorized legal holder of the WTJW Licenses identified on Schedule 2 hereto. The WTJW Licenses are in full force and effect. FOREVER is in compliance in all material respects with all applicable federal, state and local laws, rules and regulations, including, without limitation, the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC (collectively, the "Communications Laws"). Other than the proceedings affecting the radio broadcasting industry generally, and any proceeding identified on Schedule 2 hereto, (i) there is not now pending or threatened any action by or before the FCC to revoke, cancel, rescind, or modify any of the WTJW Licenses, and (ii) FOREVER has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against WTJW or FOREVER with respect to WTJW. WTJW is currently and, at the Closing Date shall be, operating in compliance with the WTJW Licenses, operating at full power in accordance with its

authorizations. The WTJW tower facilities located on the real property described on Schedule 7 have been issued “no hazard” determinations by the FAA and, if required, Antenna Structure Registrations by the FCC.

(e) Schedule 4 contains a complete description of the real property owned by FCI in connection with the transmission operations of WTJW (the “WTJW Real Property”), on which the transmission tower of WTJW is located, which will be licensed by FCI to GRACE pursuant to the provisions of Section 1(a)(i)(E).

(f) Schedule 3 contains a complete list of WTJW Contracts to be assigned to GRACE. Each such WTJW Contract is in full force and effect, and to FOREVER’s knowledge, no party to such contract is in default of its obligations thereunder in any material respect.

(g) There is no broker or finder or other person who would have any valid claim against FOREVER for a commission or brokerage fee in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by FOREVER. FOREVER will indemnify and hold GRACE harmless from any claims for such commissions or brokerage fees.

(h) There is no litigation, proceeding or governmental investigation pending or to the knowledge of FOREVER, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to FOREVER, or WTGP or the WTGP Licenses that could prevent or materially impede the consummation by FOREVER of the transactions contemplated by this Agreement.

(i) All of the FOREVER Assets that are items of FOREVER Tangible Personal Property are insured against casualty loss, injury or damage to the full extent of their replacement value.

(j) FOREVER has duly, timely and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed with respect to WTGP, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid. No event has occurred which could impose on FOREVER any liability for any taxes, penalties or interest due or to become due from FOREVER from any taxing authority.

(k) FOREVER is legally, financially and technically qualified to acquire WTGP and the GRACE Assets.

(l) To the best of FOREVER’s knowledge, it has complied in all material respects with all laws, rules and regulations of all federal, state, and local governments (and all agencies thereof) concerning the environment, public health and safety, and employee health and safety, and no charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand, or notice has been filed, commenced or threatened against FOREVER alleging any failure to comply with any such law, rule or regulation.

6. Representations and Warranties of GRACE. GRACE hereby makes the following representations and warranties to FOREVER which shall be true as of the date hereof and on the Closing Date:

(a) GRACE is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by GRACE and no other proceedings on the part of GRACE are necessary to authorize this Agreement or to consummate the transactions contemplated hereby. This Agreement and each ancillary document and instrument to be executed and delivered hereunder (the "Transaction Documents") have been and will be duly and validly executed and delivered by GRACE and constitute and will constitute the legal, valid and binding agreement of GRACE enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

(b) The performance of this Agreement by GRACE will not (i) conflict with or result in any breach of any provision of the articles of incorporation or by-laws of GRACE, or (ii) result in a default (or give rise to any right of termination, cancellation or acceleration) under or conflict with any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation, relating to its own business, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained and delivered to GRACE, (iii) violate any law, statute, rule, regulation, order, writ, injunction or decree of any federal, state or local governmental authority or agency and which is applicable to GRACE, (iv) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever on the GRACE Assets, or (v) require the consent or approval of any governmental authority, lending institution or other third party other than the FCC Consent or as identified on a Schedule hereto.

(c) Schedule 6 hereto contains a list of all material GRACE Tangible Personal Property and assets owned or leased by GRACE for use in connection with the transmission operations of WTGP (other than the GRACE Excluded Assets). GRACE owns and has, and will have on the Closing Date, good and marketable title to the tangible personal property identified on Schedule 6 hereto, subject to Permitted Liens, and the individual components of the GRACE Tangible Personal Property will be in good operating condition on the Closing Date. For purposes of this Section, material GRACE Tangible Personal Property shall be items of such property valued at One Hundred Dollars (\$100) or more.

(d) Schedule 5 hereto contains a true and complete list of the WTGP Licenses and all other licenses, permits, applications or other authorizations from governmental or regulatory authorities that are used in the business and operations of WTGP. GRACE is the authorized legal holder of the WTGP Licenses identified on Schedule 5 hereto. The WTGP Licenses are in full force and effect. GRACE is in compliance in all material respects with all applicable federal, state and local laws, rules and regulations, including, without limitation, the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC (collectively, the "Communications Laws"). Other than the proceedings affecting the radio broadcasting industry generally, and any proceeding identified on Schedule 5 hereto, (i) there is

not now pending or threatened any action by or before the FCC to revoke, cancel, rescind, or modify any of the WTGP Licenses, and (ii) GRACE has not received any notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or material complaint against either WTGP or GRACE with respect to WTGP. The WTGP tower facilities identified on Schedule 7 have been issued “no hazard” determinations by the FAA and, if required, Antenna Structure Registrations by the FCC.

(e) Schedule 4 contains a complete description of real property leased by GRACE in connection with the transmission operations of WTGP (the “WTGP Real Property Lease”), on which the transmission tower of WTGP is located, which will be licensed by GRACE to FOREVER pursuant to the provisions of Section 1(a)(i)(E).

(f) Other than Henson Media, Inc., there is no broker or finder or other person who would have any valid claim against GRACE for a commission or brokerage in connection with this Agreement or the transactions contemplated hereby as a result of any agreement, understanding or action by GRACE. GRACE will indemnify and hold FOREVER harmless from any claims for such commissions or brokerage fees.

(g) GRACE is legally, financially and technically qualified to acquire WTJW and the FOREVER Assets.

(h) There is no litigation, proceeding or governmental investigation pending or to the knowledge of GRACE, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to GRACE, or WTGP that could prevent or materially impede the consummation by GRACE of the transactions contemplated by this Agreement.

(i) All of the GRACE Assets that are GRACE Tangible Personal Property are insured against casualty loss, injury or damage to the full extent of their replacement value.

(j) GRACE has duly, timely and in the required manner filed all federal, state, and local income, franchise, sales, use, property, excise and other tax returns and forms required to be filed with respect to WTGP and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid. No event has occurred which could impose on GRACE any liability for any taxes, penalties or interest due or to become due from GRACE from any taxing authority.

(k) To the best of GRACE’s knowledge, it has complied in all material respects with all laws, rules and regulations of all federal, state, and local governments (and all agencies thereof) concerning the environment, public health and safety, and employee health and safety, and no charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand, or notice has been filed, commenced or threatened against GRACE alleging any failure to comply with any such law, rule or regulation.

(l) Schedule 3 contains a complete list of WTGP Contracts to be assigned to FOREVER. Each such WTJB Contract is in full force and effect, and to GRACE's knowledge, no party to such contract is in default of its obligations thereunder in any material respect.

7. Intentionally Left Blank.

8. FOREVER Covenants. FOREVER covenants with GRACE that, between the date hereof and the Closing Date, FOREVER shall act in accordance with the following:

(a) FOREVER shall operate WTJW only in the ordinary course of business and in accordance with past practice, and FOREVER will not, without the prior written consent of GRACE, sell, lease, transfer or agree to sell, lease or transfer any of the FOREVER Assets without replacement thereof with an equivalent asset of equivalent kind, condition and value that satisfies industry standards for such assets, or create any Lien on the FOREVER Assets. All of the assets to be conveyed to GRACE shall be in good operating condition. All equipment to be sold to GRACE shall be operating in accordance with the terms of WTJW's FCC license.

(b) FOREVER shall operate WTJW in material compliance with applicable law, including the Communications Laws.

9. GRACE Covenants. GRACE covenants with FOREVER that, between the date hereof and the Closing Date, it shall act in accordance with the following:

(a) GRACE shall operate WTGP only in the ordinary course of business and in accordance with past practice, and GRACE will not, without the prior written consent of FOREVER sell, lease, transfer or agree to sell, lease or transfer any of the GRACE Assets without replacement thereof with an equivalent asset of equivalent kind, condition and value that satisfies industry standards for such assets, or create any Lien on the GRACE Assets.

(b) All of the assets to be conveyed by GRACE shall be in good operating condition and operating in accordance with the terms of the WTGP FCC license. GRACE shall operate WTGP in material compliance with applicable law, including the Communications Laws.

10. Conditions Precedent to Obligation to Close.

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

(i) GRACE shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by GRACE prior to or as of the Closing Date, and GRACE shall stand ready to consummate the assignment of GRACE Assets to FOREVER;

(ii) The representations and warranties of GRACE set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(iii) The FCC Consents contemplated by this Agreement shall have become a Final Order, unless the parties agree to Close without regard for finality. It is understood, however, that no Closing may take place until both Assignment Applications have been granted by the FCC;

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

(v) Other than Liens to be discharged by GRACE on or before the Closing Date and Permitted Liens, there shall not be any Liens on the GRACE Assets or any financing statements of record affecting the GRACE Assets.

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

(i) FOREVER shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by FOREVER prior to or as of the Closing Date, and FOREVER shall stand ready to consummate the assignment of the FOREVER Assets to GRACE;

(ii) The representations and warranties of FOREVER set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

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

(iv) The representations and warranties of FOREVER set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(v) The FCC Consents contemplated by this Agreement shall have become a Final Order, unless the parties agree to Close without regard for finality. It is understood, however, that no Closing may take place until both Assignment Applications have been granted by the FCC.

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

(vii) Other than Liens to be discharged by FOREVER on or before the Closing Date and Permitted Liens, there shall not be any Liens on the FOREVER Assets or any financing statements of record affecting the FOREVER Assets.

11. Closing Deliveries.

(a) At the Closing, GRACE will execute and/or deliver to FOREVER the following, each of which shall be in form and substance satisfactory to FOREVER and its counsel:

(i) A Bill of Sale in a form acceptable to FOREVER and any other necessary instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to FOREVER the GRACE Assets and effectively vest in FOREVER good and marketable title to the GRACE Assets;

(ii) An Assignment and Assumption of the WTGP Licenses;

(iii) The WTGP Tower License;

(iv) A certificate, dated the Closing Date, executed by an officer of GRACE, certifying the fulfillment of the conditions set forth in Section 10(a)(i) and (ii) hereof;

(v) Certified copies of the resolutions of the Board of Directors of GRACE authorizing and approving the execution and delivery of this Agreement and the Transaction Documents, and consummation of the transactions contemplated hereby;

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

(vii) Payoff letters and UCC-3 termination statements with respect to any lien of record;

(viii) An ownership and lien report showing the record owner of fee simple title to the GRACE Real Property, and all mortgages, trust indentures and liens thereon, and all leases thereof; and

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

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

(i) A Bill of Sale in a form acceptable to GRACE and any other necessary instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to GRACE the FOREVER Assets (other than Contracts) and effectively vest in GRACE good and marketable title to the FOREVER Assets so conveyed.

(ii) An Assignment and Assumption of the WTJW Licenses;

(iii) Certified copies of the resolutions of the Board of Managers or Board of Directors of each FOREVER entity, authorizing and approving the execution and delivery of this Agreement and the Transaction Documents, and consummation of the transactions contemplated hereby;

(iv) A certificate of existence or good standing for FSL from the Secretary of State of Delaware, and FCI from the Secretary of State of Georgia and Tennessee;

(v) A certificate, dated the Closing Date, executed by an officer or manager of each FOREVER entity, certifying the fulfillment of the conditions set forth in Section 10(b)(i) and (ii) hereof;

(vi) Payoff letters and termination statements with respect to any lien of record;

(vii) An ownership and lien report showing the record owner of fee simple title to the WTJW Real Property, and all mortgages, trust indentures and liens thereon, and all leases thereof; and

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

(ix) The WTJW Tower License;

(c) Intentionally Left Blank

12. Indemnification.

(a) Following the Closing FOREVER shall indemnify, defend and hold harmless GRACE with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted

against, resulting from, imposed upon or incurred by GRACE directly or indirectly relating to or arising out of, resulting from or in connection with: (i) the breach by FOREVER of any of its representations or warranties, or failure by FOREVER to perform any of its covenants, conditions or agreements set forth in this Agreement; (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the FOREVER Assets or FOREVER's ownership of WTJW prior to the Closing; and (iii) the FOREVER Retained Liabilities and FOREVER Excluded Assets.

(b) Following the Closing GRACE shall indemnify, defend and hold harmless FOREVER with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by FOREVER directly or indirectly relating to or arising out of: (i) the breach by GRACE of any of its representations, warranties, or failure by GRACE to perform any of its covenants, conditions or agreements set forth in this Agreement; (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the GRACE Assets or GRACE's ownership of WTGP prior to the Closing; (iii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership of WTGP subsequent to the Closing; and (iv) the GRACE Retained Liabilities and GRACE Excluded Assets.

(c) The indemnities of FOREVER and GRACE in (a)(i) and (b)(i), respectively above, shall be limited such that no claim may be made by an indemnified party until the total of Damages shall equal or exceed \$1,000, and then a claim may be made for the amount of Damages including the \$1,000.

(d) The right to indemnification under this Section 12 shall be the exclusive remedy of any party in connection with any breach or default by another party under this Agreement occurring after the Closing Date or with respect to any ancillary document executed and/or delivered in connection with Closing under this Agreement. No party shall have any liability to another party under any circumstances for special, consequential, punitive or exemplary damages, unless such special, consequential, punitive or exemplary damages are included in any governmental order entered against the indemnified party arising out of a claim by a third party against the indemnified party for which the indemnified party is entitled to seek indemnification pursuant to this Section 12.

(f) Intentionally Left Blank

(g) The several representations and warranties of FOREVER and GRACE contained in or made pursuant to this Agreement shall be deemed to have been made on the date of this Agreement and on the Closing Date, shall survive the Closing Date for a period of one year following the Closing Date or, in the case of a third-party claim, until the applicable statute of limitations with respect to such claim shall have expired.

13. Termination. This Agreement may be terminated by either FOREVER or GRACE, if the party seeking to terminate is not in default or breach of any of its material obligations under this Agreement, upon written notice to the other upon the occurrence of any of the following: (i) if, on or prior to the Closing Date, FOREVER breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or

thirty (30) days after receipt of the notice of breach from the non-breaching party (in which case GRACE would be entitled to disbursement of the Deposit as liquidated damages, providing it is not otherwise in breach of this agreement); or (ii) if either of the Assignment Applications are designated for hearing or denied by Final Order (in which case FOREVER would be entitled to a return of the Deposit, providing it is not otherwise in breach of this agreement); or (iii) if there shall be in effect any judgment, final decree or order that would prevent or make unlawful the Closing of this Agreement (in which case FOREVER would be entitled to a return of the Deposit, providing it is not otherwise in breach of this agreement); or (iv) if the Closing has not occurred within one year of the date hereof, (in which case FOREVER would be entitled to a return of the Deposit providing it is not otherwise in breach of this agreement).

14. Specific Performance.

(a) The parties acknowledge that the GRACE Assets are unique assets not readily available on the open market and that in the event that GRACE, with respect to WTGP, fails to perform its obligation to consummate the transaction contemplated hereby, irreparable harm may occur to FOREVER as to which money damages alone will not be adequate to compensate such party for its injury. The parties therefore agree and acknowledge that in the event of a failure by GRACE to perform its obligation to convey the assets of WTGP in connection with the consummation of the transactions contemplated hereby, FOREVER shall be entitled to specific performance of the terms of this Agreement and of GRACE's obligation to consummate the transaction contemplated hereby.

(b) The parties acknowledge that the FOREVER Assets are unique assets not readily available on the open market and that in the event that FOREVER, with respect to WTJW, fails to perform its obligation to consummate the transaction contemplated hereby, irreparable harm may occur to GRACE as to which money damages alone will not be adequate to compensate such party for its injury. The parties therefore agree and acknowledge that in the event of a failure by FOREVER to perform its obligation to convey the assets of WTJW in connection with the consummation of the transactions contemplated hereby, GRACE shall be entitled to specific performance of the terms of this Agreement and of FOREVER's obligation to consummate the transaction contemplated hereby.

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

If to GRACE, to:

Philip Ennis, Secretary
Grace Broadcasting Services, Inc.
25 Stonebrook Place
Suite G, #322

Jackson, TN 38305

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

Richard J. Hayes, Jr.
Attorney at Law
27 Water's Edge Drive
Lincolnvile, ME 04849

If to FOREVER, to:

Forever Communications, Inc.
1919 Scottsville Rd.
Bowling Green, KY 42104
Attention: Christine E. Hillard

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

Robert F. Wright, Jr., Esq.
2604 Commons Blvd.
Augusta, GA 30909

16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Tennessee, without giving effect to the choice of law principles thereof.

17. Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

18. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

19. Expenses. Except as otherwise set forth in this Section, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

20. Risk of Loss. The risk of any loss, taking, condemnation, damage or destruction of or to any of the FOREVER Assets related to WTJW or to any of the GRACE Assets relating to WTGP (each, an “*Event of Loss*”) on or prior to the Closing Date shall be upon the party then owning such assets and the risk of any Event of Loss subsequent to the Closing Date shall be upon the party acquiring such assets.

21. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may voluntarily or involuntarily assign its interest or delegate its duties under this Agreement (except to an affiliated entity) without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided, that any such assignment to an affiliate shall not discharge the duties of the assigning party hereunder, nor shall such assignment cause any significant delay in the anticipated closing time of this transaction.

22. Entire Agreement. This Agreement, and the Exhibits and Schedules attached hereto, supersede all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

23. Like-Kind Exchange. To facilitate a like-kind exchange under Section 1031 of the Code, FOREVER or GRACE may assign its rights under this Agreement (in whole or in part) to a “qualified intermediary” under section 1.1031(k)-1(g)(4) of the treasury regulations (but such assignment shall not relieve such party of its obligations under this Agreement) and any such qualified intermediary may re-assign to the assigning party. If an assigning party gives notice of such assignment, the other party shall provide the assigning party with a written acknowledgment of such notice prior to Closing and shall otherwise reasonably cooperate therewith, provided, that such procedure shall not result in a material delay in the Closing and that no additional cost or liability results to the non-assigning party.

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

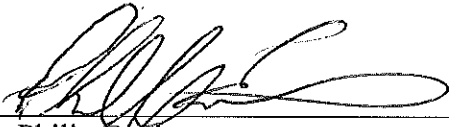
FOREVER COMMUNICATIONS, INC.

By: _____
Name: Christine Hillard
Title: President

FOREVER SOUTH LICENSES, LLC

By: _____
Name: Christine Hillard
Title: Authorized member

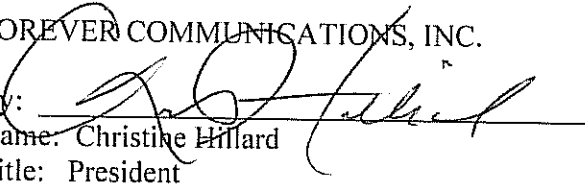
GRACE BROADCASTING, INC.

By:  _____
Name: Philip Ennis
Title: Secretary

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

FOREVER COMMUNICATIONS, INC.

By: 
Name: Christine Hillard
Title: President

FOREVER SOUTH LICENSES, LLC

By: 
Name: Christine Hillard
Title: Authorized member

GRACE BROADCASTING, INC.

By: _____
Name: Philip Ennis
Title: Secretary

EXHIBIT A

WTJW Tower License Agreement

TOWER LICENSE AGREEMENT

THIS TOWER LICENSE AGREEMENT (hereinafter referred to as the "License" or the "Agreement") made and entered into this ____ day of May, 2012, by and between FOREVER COMMUNICATIONS, INC. a Georgia corporation (hereinafter referred to as "Licensor") and GRACE BROADCASTING SERVICES, INC., a Tennessee corporation, (hereinafter referred to as "Licensee").

W I T N E S S E T H :

WHEREAS, Licensor is the owner of: (i) a 91.0 meter broadcast tower ("Tower") [ASRN 1044647; 35-50-41.0N--088-54-08.0W], and related improvements and equipment, more particularly consisting of: the tower, transmission line and equipment, as listed in Exhibit One, hereto, capable of broadcasting radio station WTJW, Humboldt, TN), located on the Property described below; (ii) the building on the Property where the Stations' transmitters and certain transmission equipment are located (the "Building") within a specified area (the "Transmitter Space"); and (iii) the right of entry, ingress and egress to, and to conduct broadcast operations on, the real property (the "Access and Use Rights") known as 2603 SPANGLER PARK DR, HUMBOLDT, TN (the "Property"), the Tower and above-described equipment, the Transmitter Space, and the Access and Use Rights being collectively described herein as the "Premises", and

WHEREAS, Licensor is the owner of the tower and the owner of the underlying real property.

WHEREAS, Licensor and Licensee hereunder have entered into a certain Asset Exchange Agreement dated _____ (the "Exchange Agreement") pursuant to which Licensee is acquiring certain of the assets of radio station WTJW from Licensor, and said Exchange Agreement requires Licensor to deliver a License Agreement for the Premises to Licensee to assure continued use of the Premises by Licensee;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **LICENSE.** Licensor licenses to Licensee and Licensee licenses from Licensor the Premises, together with any and all appurtenances thereto, on a non-exclusive

basis, on the terms and provisions contained in this Agreement. The License includes the right for Licensee to operate its transmitter and related transmission equipment for the Station and, with the approval of the Licensors (which shall not be unreasonably withheld) and subject to Tower load limitations, to install such additional equipment as may be reasonably necessary to conduct Licensee's broadcast operations for the Station at the Premises (collectively, "Licensee's Equipment"), as further identified on Exhibit Three hereto, or equivalent replacements or substitutions thereof.

2. **TERM.**

The term of this License shall commence on the date hereof, and shall end at 12 o'clock midnight on _____. Licensee shall have the option, in its sole discretion, to extend this license for one (1) additional five-year term (the "Extension"). The Extension shall be upon the same terms, covenants and provisions as this License but the rent shall increase to Two Hundred Fifty Dollars per month for each month of the Extension. Licensee may exercise the option by giving Licensors written notice of exercise of the option not less than six (6) months prior to the end of the then-existing expiration date of the term of this License. The word "Term" whenever used in this License shall mean the initial term and the extension thereof, unless the context otherwise requires.

RENT. The total rent ("Rent") for the Premises is:

A. Rent for the first five (5) year Term in the amount of One Dollars (\$1.00) per year shall be payable by Licensee beginning on the date of closing the sale of the Station. Should License extend the Term for an additional five (5) year Term, Rent in the amount of Two Hundred Fifty (\$250.00) Dollars per month shall be payable by Licensee, beginning on the first day of the first month of the additional five (5) year Term. All such payments shall be made to Licensors at Licensors' address for notices set forth in Section 19 hereto (or such other address as Licensors may request by written notice) on or before the due date and without demand.

B. Upon the sale of the Station to a third party, the terms and provisions of this Tower License Agreement shall continue for such successor owner of the Station. Upon such transaction being closed Licensors will release Licensee from all provisions of this Agreement provided the third-party purchaser assumes this Agreement. Upon such sale to a third-party, the rent to be paid under this license shall increase to five-hundred dollars (\$500.00) per month payable by Licensee's successor beginning on the date of closing the sale of the Station, which shall be adjusted annually on each anniversary date of this License for inflation, based upon the Consumer Price Index, but no greater than 3% increase for any such annual period, payable in advance on the first day of each month and prorated for any partial month. All such payments shall be made to Licensors at Licensors' address for notices set forth in Section 21 hereto (or such other address as

Licensor may request by written notice) on or before the due date and without demand.

C. Each party shall pay promptly all property taxes assessed against tangible personal property owned by the party located on the Premises.

3. **USE OF PREMISES.** The Premises shall be used and occupied by Licensee exclusively for Licensee's Station, and no part of the Premises shall be used at any time during the term of this Agreement by Licensee for the purpose of carrying on any other business, profession, or trade of any other kind, or for any other purpose. Licensee shall not allow any other person to use or occupy the Premises without first obtaining Licensor's written consent to such use, to be given or withheld at Licensor's sole discretion. Licensee shall comply with its license issued by and the rules and regulations of the Federal Communications Commission (the "FCC" and "FCC Rules") and any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Nothing in this Agreement shall prevent Licensor from using, developing, enjoying, and otherwise exercising the rights of ownership of the Property, the Building, the Tower and all appurtenances thereto, so long as Licensor abides by the terms of this Agreement.

4. MAINTENANCE OF THE PREMISES AND EQUIPMENT.

A. During the term of this License, Licensee will: (i) maintain its Antenna(s) and Transmission Line(s) so as to comply with existing rules and regulations imposed upon Licensor by any governmental authority having jurisdiction over its operation, including, without limitation, the FCC Rules, and make any repairs and modifications reasonably necessary to maintain its antenna(s) and transmission line(s) in good condition and in accordance with good engineering practice. Licensor shall maintain: the tower, the building and the grounds located on the Property, in good condition, and so as to comply with the rules imposed by any governmental authority having jurisdiction over the Premises.

B. In the performance of its maintenance and repair obligations, it may be necessary from time to time for Licensee or Licensor to temporarily cease transmission and broadcasting activities, to turn off electrical power and/or to make other adjustments to its equipment and operations. Licensee agrees to coordinate with Licensor and Licensor agrees to cooperate with Licensee, prior to scheduling any work at the tower or in the tower building, and to schedule the work, so far as reasonably possible, at times which are mutually acceptable, and neither will not cause any temporary interruption of the other's transmission and broadcasting activities under this provision unless the interruption is required by and consistent with good engineering practice or FCC rules. Licensee and Licensor agree to cooperate with each other and to comply with and honor each others' reasonable requests for temporary cessation of transmission and broadcasting activities, to turn off electrical power and/or to make other

adjustments to its equipment or operation, as necessary, to allow orderly performance and carrying out of the work.

C. In the event that Licensee becomes aware of any condition on the Premises that causes substantial interference with Licensee's authorized operations hereunder, or is dangerous to the safety of persons, or may threaten the structural integrity of the Tower, the Building or other improvements on the Premises, or similar problems of maintenance, repair or operation, or is contrary to law, including the FCC Rules, Licensee shall first notify Licenser in writing with respect to such condition. If the condition is an emergency condition, Licensee shall so specify and Licenser shall have three (3) business days to commence a cure of said condition. If the condition is not an emergency condition, Licenser shall have ten (10) days to commence a cure and thirty (30) days to effect a cure of such condition, or such longer period as is reasonable and necessary under the circumstances, including the time required to secure any necessary authorization from the FCC. In the event that Licenser has not commenced or completed a cure within the period set forth above, Licensee may perform such acts of maintenance, replacement or repair as are necessary to perform such cure, provided that Licensee gives Licenser advance written notice thereof, and Licenser shall be responsible to pay the out of pocket costs reasonably incurred by Licensee in performing such cure.

D. Licensee's Equipment, as listed on Exhibit Three hereto, together with any permitted improvements, additions thereto or replacements thereof, after the date of this Agreement, shall remain the exclusive property of Licensee, and Licensee shall promptly remove Licensee's Equipment following the expiration or termination of this License. If Licensee fails to remove Licensee's Equipment and restore the Premises to their prior condition upon expiration or termination of this License, then after written notice from Licenser to Licensee, Licenser may remove and store Licensee's Equipment and restore the Premises to their prior condition at Licensee's sole expense.

E. At any time during the Term, Licenser shall provide Licensee, its employees, agents, and representatives, reasonable ingress, egress, and access to and over the Tower, the Building and Premises adequate to service Licensee's Equipment at all times during this License.

F. Licensee shall not permit any mechanic's liens to be placed against the Premises or the Property for any work done to the Premises.

G. Any work performed by or for Licensee on the Premises, including installation, operations, maintenance and/or removal, shall be performed by Licensee's employees or contractors who are qualified to perform such work at the Premises and who are insured with and to the extent of appropriate coverage required under Section 14 hereof, provided further, that anyone performing such work at the Premises which impacts in any way the property or equipment of

Licensors, must be approved in advance by Licensors, such approval not to be unreasonably withheld or delayed.

5. INTERFERENCE.

- A. In the event that a Licensee's broadcast signal is incompatible with or causes interference to the broadcast signal(s) of the Licensors or to other tenants of Licensors due to failure by the interfering party to operate within its authorized parameters, maintenance or repair problems affecting their respective transmitters, or similar causes, then the interfering party shall be solely obligated to effect the necessary modifications to eliminate the interference or incompatibility. If any engineering report is submitted to or obtained concluding that a party's broadcasting, transmitting or other activities are causing interference to the other party, then the party causing interference shall promptly upon receipt of notice, and at its expense, correct the conditions causing such interference, including by reducing or ceasing its transmissions until the problem can be corrected. As used herein, the term interference in the context of a broadcasting activity shall mean a condition existing which constitutes interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the FCC Rules then in effect.
- B. Any dispute as to whether interference is being caused, or as to which party is causing such interference, which remains unresolved for longer than seven (7) calendar days, shall be submitted to a consulting electronic engineer ("Consulting Engineer"). Such consulting engineer shall be jointly selected by the parties, provided that he or she shall be a member in good standing of the Association of Federal Communications Consulting Engineers and/or the Society of Broadcast Engineers, shall have not less than five (5) years of experience in the diagnosis of interference, and shall not have been retained or otherwise employed by a party hereto. The determination of the consulting electronic engineer shall be final and binding on all parties. The expense of the consulting engineer so selected shall be paid by the party or parties determined to be responsible for causing the interference, provided however, that if it is determined that all parties are equally responsible for the interference, the expense of the consulting engineer shall be shared equally by the parties determined to be responsible for causing the interference.
- C. Notwithstanding the above, if the Consulting Engineer should determine that only removal of broadcast equipment and operations of a Station from the Premises is able to cure such interference, then Licensee's Station shall be required to move to a location where interference with Licensors's station(s) or tenants does not occur, and upon removal of Licensee's Equipment from the Premises, this License shall terminate.

- 6. ASSIGNMENT AND SUB-LETTING.** Licensee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Licensors, which shall not be unreasonably

withheld. A consent by Licensor to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Licensor or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Licensor's option, terminate this Agreement.

7. **COVENANT RE SALE OF PREMISES.** Licensor covenants that it will not assign, sell, transfer or convey the Property to any third party during the term hereof unless such third party shall assume in writing and ratify the continuing effectiveness of this License Agreement for its full term on or before the closing date of such transaction and provide a copy of such assumption document to Licensee.
8. **ALTERATIONS AND IMPROVEMENTS.** Licensee shall make no alterations to the Tower, Buildings or improvements on the Premises and will not construct any building or make any other improvements on the Premises without the prior written consent of Licensor, which shall not be unreasonably withheld or delayed. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Licensee shall, unless otherwise provided by written agreement between Licensor and Licensee, be and become the property of Licensor and remain on the Premises at the expiration or earlier termination of this Agreement.
9. **ENVIRONMENTAL COVENANT; HAZARDOUS MATERIALS.** Neither Licensor nor Licensee shall cause any Hazardous Substance (as defined in any Federal, state or local environmental law, regulation or ordinance) to be used, stored, released, generated or disposed of on the Premises in violation of such law. Neither Licensor nor Licensee shall keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by an insurance company.
10. **UTILITIES.** Licensee shall, at its expense, install an electric submeter on the Premises to measure the electricity used by Licensee to operate Licensee's Equipment and to operate Licensee's Station, and Licensee shall pay for all electricity used by Licensee for its transmission operations. Any other utility charges such as for air conditioning or heating applicable to the Premises for the benefit of Licensee shall be divided equally among all tenants on the tower. If Licensee is the only tenant on the tower, Licensee shall be solely responsible for all utility charges and Licensee's share shall be payable by Licensee monthly as additional Rent from the inception of this Agreement.
11. **LICENSEE MAINTENANCE AND REPAIR.** Licensee will, in addition to its maintenance obligations and responsibilities set forth in this Agreement, at its sole expense, keep and maintain the portions of the Transmitter Space used exclusively by Licensee in good and sanitary condition and repair during the Term of this Agreement, shall keep the grass trimmed and the access roadway free of debris and snow.

- 12. DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Licensee, this Agreement may be terminated by Licensee from such time by written notice from Licensee to Licensor. Licensee acknowledges that Licensor has sole discretion with respect to decisions whether to repair or rebuild the Tower and related facilities on the Premises in the event of such casualty, and in the event the Tower or related facilities are destroyed or rendered untenable and Licensor elects not to repair or rebuild the Tower and related facilities, then this License may also be terminated by Licensor upon written notice to Licensee. Upon termination of this License, neither party shall have any obligations thereafter to the other party except for obligations which arose prior to such termination.
- 13. INSPECTION OF PREMISES.** Licensor and Licensor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Licensor for the preservation of the Premises or the Building.
- 14. INDEMNITY AND INSURANCE.**
- A. Mutual indemnification. Licensee shall indemnify and save Licensor harmless from and against any and all claims, demands, actions, damages, liability and expense in connection with loss, damage or injury to persons or property arising in connection with, arising out of, relating to, or resulting from, the acts or omissions of Licensee, Licensee's agents, contractors, or employees. Licensor shall indemnify and save Licensee harmless from and against any and all claims, demands, actions, damages, liability and expense in connection with the loss, damage or injury to persons or property, arising in connection with, arising out of, relating to, or resulting from, with the acts or omissions of Licensor, Licensor's agents, contractors or employees.
- B. Public Liability Insurance. Licensee shall carry comprehensive general casualty, worker's compensation and public liability insurance in the amount of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with respect to the Premises and Licensee's use thereof. Licensee may satisfy its obligations under this Subsection B through blanket insurance policies covering other businesses or property of Licensee in addition to the Premises. Licensee shall provide Licensor a certificate of insurance showing that Licensee has obtained and maintains the policies required under this section. Licensee shall cause Licensor to be named as an additional insured on such policies and the certificate.
- 15. SUBORDINATION.** This Agreement and Licensee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Licensor, all advances

made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

- 16. LICENSEE'S HOLDOVER.** This license shall expire on _____. If Licensee holds over after the expiration or termination of the Term of this License Agreement, the Rent shall automatically increase to an amount equal to 150% of the Rent payable at the end of the Term. No holding over by Licensee shall extend the License Term or prevent Licensors from exercising any rights or remedies under this License Agreement.
- 17. SURRENDER OF PREMISES.** Upon the expiration of the Term hereof or upon the termination of this Agreement, Licensee shall: (i) promptly comply with the provisions of Section this Agreement, and (ii) surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
- 18. QUIET ENJOYMENT.** Licensors covenants that it is seized and possessed of marketable, fee simple title to the Premises and has the full right to enter into this Agreement, and that the Licensee shall have the quiet and peaceful possession and enjoyment of the Premises during all Terms as against acts of third parties and as against the acts of all parties claiming title to, or right to possession of, the Premises.
- 19. DEFAULT.** If Licensee fails to comply with any of the material provisions of this Agreement, including but not limited to the covenant to pay Rent, or materially fails to comply with any duties imposed on Licensee by statute or the FCC Rules, and such failure continues for thirty (30) days after delivery of written notice by Licensors to Licensee specifying the non-compliance, except for any failure to comply not susceptible of being cured within such thirty (30) day period, in which event, the time permitted to the Licensee to cure such non-compliance shall be extended for so long as shall be reasonably necessary to cure such non-compliance, provided the Licensee commences promptly and proceeds diligently cure such non-compliance and provide further that such period of time shall not be so extended so as to jeopardize the interest of the Licensors in this Agreement or Premises or so as to subject the Licensors to any civil or criminal liabilities. Licensors may exercise any and all remedies or combinations of remedies available to Licensors at law or in equity, including but not limited to one or more of the following:
- A. Terminate this License by written notice to Licensee, whereupon Licensee shall be relieved of any further liabilities or obligations hereunder from and after the date of such termination, except with respect to rentals and other sums due or accrued prior to the date of termination and other

liabilities or obligations that specifically survive termination of this License; or

- B. Without terminating this License, sue for rent due and to become due under this License, or for damages sustained by Licenser; or
- C. At Licenser's discretion, as agent for Licensee, relet the Premises, or any part thereof, for the whole or any part of the then unexpired Term, and Licenser may receive and collect all rent payable by virtue of such reletting, and, at Licenser's option, hold Licensee liable for any difference between the rent that would have been payable under this License during the balance of the unexpired Term, if this License had continued in force, and the net rent for such period realized by Licenser by means of such reletting; or

20 ABANDONMENT. If at any time during the term of this Agreement Licensee abandons the Premises or any part thereof, Licenser may, at Licenser's option, (i) obtain possession of the Premises in the manner provided by law, without becoming liable to Licensee for damages or for any payment of any kind whatever, and (ii) exercise the remedies provided to Licenser in this Agreement. . If Licenser's right of reentry is exercised following abandonment of the Premises by Licensee, then any personal property belonging to Licensee and left on the Premises shall be deemed to also have been abandoned, and Licenser may dispose of all such personal property in any manner Licenser shall deem proper, and Licenser is hereby relieved of all liability for doing so.

21 NOTICES. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by telex or facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by telex, graphic scanning or other facsimile communications equipment, delivered by such equipment, addressed as set forth below:

If to GRACE, to:

Philip Ennis, Secretary
Grace Broadcasting Services, Inc.
25 Stonebrook Place
Suite G, #322
Jackson, TN 38305

If to FOREVER, to:

Forever Communications, Inc.
1919 Scottsville Rd.
Bowling Green, KY 42104
Attention: Christine E. Hillard

22 ATTORNEYS' FEES. In the event a lawsuit of any kind is instituted on behalf of the parties to collect any payment under this Agreement or to obtain performance of any kind under this Agreement, the parties agree to pay such additional sums as the court may adjudge for reasonable attorney and paralegal fees and to pay all costs and disbursements incurred therein.

23 GOVERNING LAW. This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Tennessee. The parties hereby consent to personal jurisdiction and venue in any action brought with respect to this Agreement in any federal or state court in Gadsden County, Tennessee.

24 SEVERABILITY. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

25 BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto.

26 DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Licensor or Licensee.

27 CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

28 NON-WAIVER. No indulgence, waiver, election or non-election by Licensor under this Agreement shall affect Licensee's duties and liabilities hereunder.

29 MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

30 COUNTERPARTS. This Agreement may be executed in counterparts and each such counterpart original shall constitute one and the same signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Tower License Agreement upon the date first written above.

FOREVER COMMUNICATIONS, INC.

By: _____

Christine Hilliard

Title: President

GRACE BROADCASTING, INC.

By: _____

Name: Philip Ennis

Title: Secretary

EXHIBIT B

WTGP Tower License Agreement

TOWER LICENSE AGREEMENT

THIS TOWER LICENSE AGREEMENT (hereinafter referred to as the "License" or the "Agreement") made and entered into this ____ day of _____, 2012, by and between GRACE BROADCASTING COMPANY, INC. a Tennessee corporation (hereinafter referred to as "Licensor") and Forever Communications, Inc., a Georgia corporation, (hereinafter referred to as "Licensee").

W I T N E S S E T H :

WHEREAS, Licensor is the owner of: (i) a 126.0 meter broadcast tower ("Tower") [ASRN 1043180; 35-44-35.0 N 088-59-19.0 W], related improvements and equipment, more particularly consisting of: the tower, transmission line and equipment, as listed in Exhibit One, hereto, capable of broadcasting radio station WTGP, Trenton, TN), located on the Property described below; (ii) the building on the Property where the Stations' transmitters and certain transmission equipment are located (the "Building") within a specified area (the "Transmitter Space"); and (iii) the right of entry, ingress and egress to, and to conduct broadcast operations on, the real property (the "Access and Use Rights") in Gadsden, Tennessee, ASRN 1043180 (the "Property"), the Tower and above-described equipment, the Transmitter Space, and the Access and Use Rights being collectively described herein as the "Premises", and

WHEREAS, Licensor is the owner of the tower and leases the underlying real property in a lease between Grace Broadcasting Services, Inc. and Murray and Billie Jean Pearson which expires on December 31, 2013, a copy of which is attached hereto in Exhibit Two. Licensor will renew the underlying ground lease at the request of Licensee;

WHEREAS, Licensor and Licensee hereunder have entered into a certain Asset Exchange Agreement dated _____ (the "Exchange Agreement") pursuant to which Licensee is acquiring certain of the assets of radio station WTGP from Licensor, and said Exchange Agreement requires Licensor to deliver a License Agreement for the Premises to Licensee to assure continued use of the Premises by Licensee;

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **LICENSE.** Licensor licenses to Licensee and Licensee licenses from Licensor the Premises, together with any and all appurtenances thereto, on a non-exclusive basis, on the terms and provisions contained in this Agreement. The License

includes the right for Licensee to operate its transmitter and related transmission equipment for the Station and, with the approval of the Licensors (which shall not be unreasonably withheld) and subject to Tower load limitations, to install such additional equipment as may be reasonably necessary to conduct Licensee's broadcast operations for the Station at the Premises (collectively, "Licensee's Equipment"), as further identified on Exhibit Three hereto, or equivalent replacements or substitutions thereof.

2. TERM.

A. The term of this License shall commence on the date hereof, and shall end at 12 o'clock midnight on _____.

RENT. The total rent ("Rent") for the Premises is:

A. Rent for the first five (5) year Term in the amount of One Dollars (\$1.00) per year shall be payable by Licensee beginning on the date of closing the sale of the Station. Should License extend the Term for an additional five (5) year Term, Rent in the amount of Two Hundred Fifty (\$250.00) Dollars per month shall be payable by Licensee, beginning on the first day of the first month of the additional five (5) year Term. All such payments shall be made to Licensors at Licensors' address for notices set forth in Section 22 hereto (or such other address as Licensors may request by written notice) on or before the due date and without demand.

B. Upon the sale of the Station to a third party, the terms and provisions of this Tower License Agreement shall continue for such successor owner of the Station. Upon such transaction being closed Licensors will release Licensee from all provisions of this Agreement provided that the third-party purchaser assumes this Agreement. Upon such sale to a third-party, the rent to be paid under this license shall increase to five-hundred dollars (\$500.00) per month payable by Licensee's successor beginning on the date of closing the sale of the Station, which shall be adjusted annually on each anniversary date of this License for inflation, based upon the Consumer Price Index, but no greater than 3% increase for any such annual period, payable in advance on the first day of each month and prorated for any partial month. All such payments shall be made to Licensors at Licensors' address for notices set forth in Section 21 hereto (or such other address as Licensors may request by written notice) on or before the due date and without demand.

C. Each party shall pay promptly all property taxes assessed against tangible personal property owned by the party located on the Premises.

3. USE OF PREMISES. The Premises shall be used and occupied by Licensee exclusively for Licensee's Station, and no part of the Premises shall be used at any time during the term of this Agreement by Licensee for the purpose of carrying on any other business, profession, or trade of any other kind, or for any other purpose. Licensee shall not allow any other person to use or occupy the Premises without first obtaining Licensors' written consent to such use, to be given or withheld at Licensors' sole discretion. Licensee shall comply with its

license issued by and the rules and regulations of the Federal Communications Commission (the "FCC" and "FCC Rules") and any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises. Nothing in this Agreement shall prevent Licensor from using, developing, enjoying, and otherwise exercising the rights of ownership of the Property, the Building, the Tower and all appurtenances thereto, so long as Licensor abides by the terms of this Agreement.

4. MAINTENANCE OF THE PREMISES AND EQUIPMENT.

A. During the term of this License, Licensee will: (i) maintain its Antenna(s) and Transmission Line(s) so as to comply with existing rules and regulations imposed upon Licensor by any governmental authority having jurisdiction over its operation, including, without limitation, the FCC Rules, and make any repairs and modifications reasonably necessary to maintain its antenna(s) and transmission line(s) in good condition and in accordance with good engineering practice. Licensor shall maintain: the tower, the building and the grounds located on the Property, in good condition, and so as to comply with the rules imposed by any governmental authority having jurisdiction over the Premises.

B. In the performance of its maintenance and repair obligations, it may be necessary from time to time for Licensee or Licensor to temporarily cease transmission and broadcasting activities, to turn off electrical power and/or to make other adjustments to its equipment and operations. Licensee agrees to coordinate with Licensor and Licensor agrees to cooperate with Licensee, prior to scheduling any work at the tower or in the tower building, and to schedule the work, so far as reasonably possible, at times which are mutually acceptable, and neither will not cause any temporary interruption of the other's transmission and broadcasting activities under this provision unless the interruption is required by and consistent with good engineering practice or FCC rules. Licensee and Licensor agree to cooperate with each other and to comply with and honor each others' reasonable requests for temporary cessation of transmission and broadcasting activities, to turn off electrical power and/or to make other adjustments to its equipment or operation, as necessary, to allow orderly performance and carrying out of the work.

C. In the event that Licensee becomes aware of any condition on the Premises that causes substantial interference with Licensee's authorized operations hereunder, or is dangerous to the safety of persons, or may threaten the structural integrity of the Tower, the Building or other improvements on the Premises, or similar problems of maintenance, repair or operation, or is contrary to law, including the FCC Rules, Licensee shall first notify Licensor in writing with respect to such condition. If the condition is an emergency condition, Licensee shall so specify and Licensor shall have three (3) business days to commence a cure of said condition. If the condition is not an emergency condition, Licensor shall have ten (10) days to commence a cure and thirty (30)

days to effect a cure of such condition, or such longer period as is reasonable and necessary under the circumstances, including the time required to secure any necessary authorization from the FCC. In the event that Licensor has not commenced or completed a cure within the period set forth above, Licensee may perform such acts of maintenance, replacement or repair as are necessary to perform such cure, provided that Licensee gives Licensor advance written notice thereof, and Licensor shall be responsible to pay the out of pocket costs reasonably incurred by Licensee in performing such cure.

D. Licensee's Equipment, as listed on Exhibit Three hereto, together with any permitted improvements, additions thereto or replacements thereof, after the date of this Agreement, shall remain the exclusive property of Licensee, and Licensee shall promptly remove Licensee's Equipment following the expiration or termination of this License. If Licensee fails to remove Licensee's Equipment and restore the Premises to their prior condition upon expiration or termination of this License, then after written notice from Licensor to Licensee, Licensor may remove and store Licensee's Equipment and restore the Premises to their prior condition at Licensee's sole expense.

E. At any time during the Term, Licensor shall provide Licensee, its employees, agents and representatives reasonable ingress, egress, and access to and over the Tower, the Building and Premises adequate to service Licensee's Equipment at all times during this License.

F. Licensee shall not permit any mechanic's liens to be placed against the Premises or the Property for any work done to the Premises.

G. Any work performed by or for Licensee on the Premises, including installation, operations, maintenance and/or removal, shall be performed by Licensee's employees or contractors who are qualified to perform such work at the Premises and who are insured with and to the extent of appropriate coverage required under Section 14 hereof, provided further, that anyone performing such work at the Premises which impacts in any way the property or equipment of Licensor, must be approved in advance by Licensor, such approval not to be unreasonably withheld or delayed.

5. INTERFERENCE.

A. In the event that a Licensee's broadcast signal is incompatible with or causes interference to the broadcast signal(s) of the Licensor or to other tenants of Licensor due to failure by the interfering party to operate within its authorized parameters, maintenance or repair problems affecting their respective transmitters, or similar causes, then the interfering party shall be solely obligated to effect the necessary modifications to eliminate the interference or incompatibility. If any engineering report is submitted to or obtained concluding that a party's broadcasting, transmitting or other activities are causing interference to the other

party, then the party causing interference shall promptly upon receipt of notice, and at its expense, correct the conditions causing such interference, including by reducing or ceasing its transmissions until the problem can be corrected. As used herein, the term interference in the context of a broadcasting activity shall mean a condition existing which constitutes interference within the meaning of the provisions of the recommended practices of the Electronics Industries Association (EIA) and the FCC Rules then in effect.

- B. Any dispute as to whether interference is being caused, or as to which party is causing such interference, which remains unresolved for longer than seven (7) calendar days, shall be submitted to a consulting electronic engineer ("Consulting Engineer"). Such consulting engineer shall be jointly selected by the parties, provided that he or she shall be a member in good standing of the Association of Federal Communications Consulting Engineers and/or the Society of Broadcast Engineers, shall have not less than five (5) years of experience in the diagnosis of interference, and shall not have been retained or otherwise employed by a party hereto. The determination of the consulting electronic engineer shall be final and binding on all parties. The expense of the consulting engineer so selected shall be paid by the party or parties determined to be responsible for causing the interference, provided however, that if it is determined that all parties are equally responsible for the interference, the expense of the consulting engineer shall be shared equally by the parties determined to be responsible for causing the interference.
 - C. Notwithstanding the above, if the Consulting Engineer should determine that only removal of broadcast equipment and operations of a Station from the Premises is able to cure such interference, then Licensee's Station shall be required to move to a location where interference with Licensors' station(s) or tenants does not occur, and upon removal of Licensee's Equipment from the Premises, this License shall terminate.
6. **ASSIGNMENT AND SUB-LETTING.** Licensee shall not assign this Agreement, or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Licensors, which shall not be unreasonably withheld. A consent by Licensors to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting or license. An assignment, sub-letting or license without the prior written consent of Licensors or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Licensors' option, terminate this Agreement.
7. **COVENANT RE SALE OF PREMISES.** Licensors covenants that it will not assign, sell, transfer or convey the Property to any third party during the term hereof unless such third party shall assume in writing and ratify the continuing effectiveness of this License Agreement for its full term on or before the closing date of such transaction and provide a copy of such assumption document to Licensee.

8. **ALTERATIONS AND IMPROVEMENTS.** Licensee shall make no alterations to the Tower, Buildings or improvements on the Premises and will not construct any building or make any other improvements on the Premises without the prior written consent of Licensor, which shall not be unreasonably withheld or delayed. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Licensee shall, unless otherwise provided by written agreement between Licensor and Licensee, be and become the property of Licensor and remain on the Premises at the expiration or earlier termination of this Agreement.
9. **ENVIRONMENTAL COVENANT; HAZARDOUS MATERIALS.** Neither Licensor nor Licensee shall cause any Hazardous Substance (as defined in any Federal, state or local environmental law, regulation or ordinance) to be used, stored, released, generated or disposed of on the Premises in violation of such law. Neither Licensor nor Licensee shall keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by an insurance company.
10. **UTILITIES.** Licensee shall, at its expense, install an electric submeter on the Premises to measure the electricity used by Licensee to operate Licensee's Equipment and to operate Licensee's Station, and Licensee shall pay for all electricity used by Licensee for its transmission operations. Any other utility charges such as for air conditioning or heating applicable to the Premises for the benefit of Licensee shall be divided equally among all tenants on the tower. If Licensee is the only tenant on the tower, Licensee shall be solely responsible for all utility charges and Licensee's share shall be payable by Licensee monthly as additional Rent from the inception of this Agreement.
11. **LICENSEE MAINTENANCE AND REPAIR.** Licensee will, in addition to its maintenance obligations and responsibilities set forth in this Agreement, at its sole expense, keep and maintain the portions of the Transmitter Space used exclusively by Licensee in good and sanitary condition and repair during the Term of this Agreement, shall keep the grass trimmed and the access roadway free of debris and snow.
12. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Licensee, this Agreement may be terminated by Licensee from such time by written notice from Licensee to Licensor. Licensee acknowledges that Licensor has sole discretion with respect to decisions whether to repair or rebuild the Tower and related facilities on the Premises in the event of such casualty, and in the event the Tower or related facilities are destroyed or rendered untenable and Licensor elects not to repair or rebuild the Tower and related facilities, then this License may also be terminated by Licensor upon written notice to Licensee. Upon termination of this License, neither party shall have any obligations thereafter to the other party except for obligations which arose prior to such termination.

13. **INSPECTION OF PREMISES.** Licensor and Licensor's agents shall have the right at all reasonable times during the term of this Agreement and any renewal thereof to enter the Premises for the purpose of inspecting the Premises and all buildings and improvements thereon, and for the purposes of making any repairs, additions or alterations as may be deemed appropriate by Licensor for the preservation of the Premises or the Building.

14. **INDEMNITY AND INSURANCE.**

A. Mutual indemnification. Licensee shall indemnify and save Licensor harmless from and against any and all claims, demands, actions, damages, liability and expense in connection with loss, damage or injury to persons or property arising in connection with, arising out of, relating to, or resulting from, the acts or omissions of Licensee, Licensee's agents, contractors, or employees. Licensor shall indemnify and save Licensee harmless from and against any and all claims, demands, actions, damages, liability and expense in connection with the loss, damage or injury to persons or property, arising in connection with, arising out of, relating to, or resulting from, the acts or omissions of Licensor, Licensor's agents, contractors or employees.

B. Public Liability Insurance. Licensee shall carry comprehensive general casualty, worker's compensation and public liability insurance in the amount of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate coverage with respect to the Premises and Licensee's use thereof. Licensee may satisfy its obligations under this Subsection B through blanket insurance policies covering other businesses or property of Licensee in addition to the Premises. Licensee shall provide Licensor a certificate of insurance showing that Licensee has obtained and maintains the policies required under this section. Licensee shall cause Licensor to be named as an additional insured on such policies and the certificate.

15. **SUBORDINATION.** This Agreement and Licensee's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Licensor, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

16. **LICENSEE'S HOLDOVER.** This license shall expire on _____. If Licensee holds over after the expiration or termination of the Term of this License Agreement, the Rent shall automatically increase to an amount equal to 150% of the Rent payable at the end of the Term. No holding over by Licensee shall extend the License Term or prevent Licensor from exercising any rights or remedies under this License Agreement.

17. **SURRENDER OF PREMISES.** Upon the expiration of the Term hereof or upon the termination of this Agreement, Licensee shall: (i) promptly comply with the

provisions of Section this Agreement, and (ii) surrender the Premises in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.

18. **QUIET ENJOYMENT.** Licensors covenants that it is seized and possessed of marketable, fee simple title to the Premises and has the full right to enter into this Agreement, and that the Licensee shall have the quiet and peaceful possession and enjoyment of the Premises during all Terms as against acts of third parties and as against the acts of all parties claiming title to, or right to possession of, the Premises.
19. **DEFAULT.** If Licensee fails to comply with any of the material provisions of this Agreement, including but not limited to the covenant to pay Rent, or materially fails to comply with any duties imposed on Licensee by statute or the FCC Rules, and such failure continues for thirty (30) days after delivery of written notice by Licensors to Licensee specifying the non-compliance, except for any failure to comply not susceptible of being cured within such thirty (30) day period, in which event, the time permitted to the Licensee to cure such non-compliance shall be extended for so long as shall be reasonably necessary to cure such non-compliance, provided the Licensee commences promptly and proceeds diligently cure such non-compliance and provide further that such period of time shall not be so extended so as to jeopardize the interest of the Licensors in this Agreement or Premises or so as to subject the Licensors to any civil or criminal liabilities. Licensors may exercise any and all remedies or combinations of remedies available to Licensors at law or in equity, including but not limited to one or more of the following:
 - A. Terminate this License by written notice to Licensee, whereupon Licensee shall be relieved of any further liabilities or obligations hereunder from and after the date of such termination, except with respect to rentals and other sums due or accrued prior to the date of termination and other liabilities or obligations that specifically survive termination of this License; or
 - B. Without terminating this License, sue for rent due and to become due under this License, or for damages sustained by Licensors; or
 - C. At Licensors's discretion, as agent for Licensee, relet the Premises, or any part thereof, for the whole or any part of the then unexpired Term, and Licensors may receive and collect all rent payable by virtue of such reletting, and, at Licensors's option, hold Licensee liable for any difference between the rent that would have been payable under this License during the balance of the unexpired Term, if this License had continued in force, and the net rent for such period realized by Licensors by means of such reletting; or
20. **ABANDONMENT.** If at any time during the term of this Agreement Licensee abandons the Premises or any part thereof, Licensors may, at

Licensor's option, (i) obtain possession of the Premises in the manner provided by law, without becoming liable to Licensee for damages or for any payment of any kind whatever, and (ii) exercise the remedies provided to Licensor in this Agreement. . If Licensor's right of reentry is exercised following abandonment of the Premises by Licensee, then any personal property belonging to Licensee and left on the Premises shall be deemed to also have been abandoned, and Licensor may dispose of all such personal property in any manner Licensor shall deem proper, and Licensor is hereby relieved of all liability for doing so.

- 21. NOTICES.** All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by telex or facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by telex, graphic scanning or other facsimile communications equipment, delivered by such equipment, addressed as set forth below:

If to GRACE, to:

Philip Ennis, Secretary
Grace Broadcasting Services, Inc.
25 Stonebrook Place
Suite G, #322
Jackson, TN 38305

If to FOREVER, to:

Forever Communications, Inc.
1919 Scottsville Rd.
Bowling Green, KY 42104
Attention: Christine E. Hillard

- 22. ATTORNEYS' FEES.** In the event a lawsuit of any kind is instituted on behalf of the parties to collect any payment under this Agreement or to obtain performance of any kind under this Agreement, the parties agree to pay such additional sums as the court may adjudge for reasonable attorney and paralegal fees and to pay all costs and disbursements incurred therein.

- 23. GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of Tennessee. The parties hereby consent to personal jurisdiction and venue in any action brought with respect to this Agreement in any federal or state court in Gadsden County, Tennessee.

- 24 SEVERABILITY.** If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the

remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

25. BINDING EFFECT. The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto.

26. DESCRIPTIVE HEADINGS. The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Licensor or Licensee.

27. CONSTRUCTION. The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.

28. NON-WAIVER. No indulgence, waiver, election or non-election by Licensor under this Agreement shall affect Licensee's duties and liabilities hereunder.

29. MODIFICATION. The parties hereby agree that this document contains the entire agreement between the parties and this Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.

30. COUNTERPARTS. This Agreement may be executed in counterparts and each such counterpart original shall constitute one and the same signature page.

IN WITNESS WHEREOF, the parties hereto have executed this Tower License Agreement upon the date first written above.

FOREVER COMMUNICATIONS, INC.

By: _____

Christine Hilliard

Title: President

GRACE BROADCASTING, INC.

By: _____

Name: Philip Ennis

Title: Secretary

EXHIBIT C

Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of this ____ day of April, 2012, by and among GRACE BROADCASTING SERVICES, INC., a Tennessee corporation (“GRACE”), and FOREVER COMMUNICATIONS, INC., a Georgia corporation qualified to transact business in Tennessee (“FCI”), and FOREVER SOUTH LICENSES, LLC, a Delaware Limited Liability Company, (“FSL”) or, together as “FOREVER”, and HENSON MEDIA, INC. as escrow agent (“Agent”), for the limited purposes set forth herein

RECITALS

A. Pursuant to that certain Asset Exchange Agreement, dated _____, 2012, by and between Grace and Forever (the “Exchange Agreement”), Forever and Grace have agreed to an exchange of certain FM facilities for a combination of cash and assets as set forth in the Asset Exchange Agreement.

B. It is a condition to the execution of the Purchase Agreement that Forever, Grace and Agent execute and deliver this Agreement.

C. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to them in the Purchase Agreement.

AGREEMENTS

In consideration of the recitals and of the respective agreements and covenants contained herein and in the Purchase Agreement, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I

ESCROW OF DEPOSIT FUNDS

Section 1.1 Escrow Deposit

(a) Immediately and concurrently with the execution of this Agreement, Forever shall cause to be delivered to Agent, pursuant to the provisions of the Exchange Agreement, the sum of Fifty Thousand Dollars (\$50,000) (the “Escrow Deposit”) in the form of immediately available funds.

(b) The Escrow Deposit shall be held by Agent for the benefit of Forever and Grace as provided in this Agreement.

Section 1.2 Appointment of and Acceptance of Appointment as Agent. The parties hereby appoint Agent as escrow agent, and Agent hereby accepts its appointment as

escrow agent with respect to the Escrow Deposit and agrees to hold and deliver the Escrow Deposit in accordance with the terms of this Agreement.

Section 1.3 Disbursement of the Escrow Deposit at Closing. At the time and place of the consummation of the Exchange Agreement, and simultaneously with the performance by Buyer and Seller of their respective obligations under the Exchange Agreement, Buyer and Seller jointly shall instruct Escrow Agent in writing either (i) to deliver all or any of the cash portion of the Escrow Deposit to Grace as part of the Purchase Price and (ii) deliver any interest accrued with respect to the Escrow Deposit to Forever.

Section 1.4 Entitlement of Grace to Liquidated Damages. In the event that Grace gives Escrow Agent written notice stating that Grace is entitled to the Escrow Deposit as liquidated damages in accordance with the provisions of the Exchange Agreement and that Grace has given notice of such claim to Forever, then Escrow Agent shall promptly give Forever a copy of such written notice. At any time on or before the seventh (7th) day after the receipt by Forever of such notice from Escrow Agent, Forever may contest Grace's claim to the Escrow Deposit by written notice delivered to Grace and Escrow Agent setting forth the grounds for such dispute. Promptly after the expiration of seven (7) days from the date of Forever's receipt of such notice from Escrow Agent, if the Escrow Agent shall not have, during such seven-day period, received from Forever written notice disputing Grace's claim to the Escrow Deposit, Escrow Agent shall deliver the Escrow Deposit to Grace. If Forever shall give timely written notice to Escrow Agent disputing Grace's claim to the Escrow Deposit, Escrow Agent shall retain the Escrow Deposit until the dispute is resolved in accordance with Section 2.1 hereof.

Entitlement of Forever to Return of Escrow Deposit. In the event that Forever gives Escrow Agent written notice stating that Forever is entitled to a return of the Escrow Deposit in accordance with the provisions of the Exchange Agreement and that Forever has given notice of such claim to Grace, then Escrow Agent shall promptly give Grace a copy of such written notice. At any time on or before the seventh (7th) day after the receipt by Grace of such notice from Escrow Agent, Grace may contest Forever's claim to the Escrow Deposit by written notice delivered to Forever and Escrow Agent setting forth the grounds for such dispute. Promptly after the expiration of seven (7) days from the date of Grace's receipt of such notice from Escrow Agent, if the Escrow Agent shall not have, during such seven-day period, received from Grace written notice disputing Forever's claim to the Escrow Deposit, Escrow Agent shall deliver the Escrow Deposit to Forever. If Grace shall give timely written notice to Escrow Agent disputing Forever's claim to the Escrow Deposit, Escrow Agent shall retain the Escrow Deposit until the dispute is resolved in accordance with Section 2.1 hereof.

Section 1.5 Disbursement of the Escrow Amount in Accordance with Joint Instructions. Notwithstanding the above provisions, Escrow Agent, upon receipt of written instructions signed by both Grace and Forever, shall disburse the Escrow Amount in accordance with such instructions

Section 1.6 Investment of Proceeds of the Escrow Deposit.

(a) Agent shall hold the Escrow Deposit in escrow, and shall deposit the funds with a banking institution for investment in Permitted Investments (as hereinafter defined). Agent shall hold and release the Escrow Deposit in accordance with the terms of this Agreement.

(b) "Permitted Investments" shall mean segregated money market funds and such other investments as may be specified from time to time to Agent by joint written instructions from Grace and Forever. As and when the Escrow Deposit is to be released under this Agreement, Agent shall cause the Permitted Investments to be converted into cash. Neither Forever nor Grace nor Agent shall be liable for any loss of principal or income due to the choice of Permitted Investments in which the Escrow Deposit is invested or the choice of Permitted Investments converted into cash pursuant to this paragraph (b).

ARTICLE II

AGENT DUTIES AND RIGHTS

Section 2.1 Rights and Responsibilities of Agent.

(a) The duties and responsibilities of Agent shall be limited to those expressly set forth in this Agreement and Agent shall not be subject to, nor obligated to recognize, any other agreement between, or direction or instruction of, the parties to this Agreement, unless such agreement, direction or instruction is in writing and signed by both Forever and Grace, and provided to Agent.

(b) If any controversy arises between the parties to this Agreement, or with any other party, concerning the subject matter of this Agreement, its terms or conditions, Agent shall not determine the controversy or to take any action regarding it. Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings or other means as, in Agent's discretion, Agent may require. In such event, Agent will not be liable for interest or damages. Furthermore, Agent, in its sole discretion, may file an action of interpleader requiring the parties to answer and litigate any claims and rights among themselves. Agent is authorized to deposit with the clerk of the court all documents and funds held in escrow. All costs, expenses, charges and reasonable attorney fees incurred by Agent due to the interpleader action shall be paid one-half by Forever and one-half by Grace, in each case jointly and severally. Upon initiating such action, Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

(c) In performing any duties under this Agreement, Agent shall not be liable to any party for damages, losses, or expenses, except as a result of negligence or willful misconduct on the part of Agent. Agent shall not incur any such liability for any action taken or omitted in reliance upon any instrument, including any written statement or affidavit provided for in this Agreement, that Agent shall in good faith believe to be genuine, nor will Agent be liable or responsible for forgeries, fraud, impersonations, or determining the scope of any representative authority. In addition, Agent may consult with

legal counsel in connection with Agent's duties under this Agreement and shall be fully protected in any act taken, suffered, or permitted by it in good faith in accordance with the advice of counsel. In the absence of knowledge that any action taken or purported to be taken hereunder is wrongful, Agent is not responsible for determining and verifying the authority of any person acting or purporting to act on behalf of any party to this Agreement.

(d) Agent, and any successor Agent, may resign at any time as escrow agent hereunder by giving at least 30 days' prior written notice to Forever and Grace. Upon such resignation and the appointment of a successor escrow agent, the resigning Agent shall be absolved from any and all liability in connection with the exercise of its powers and duties as escrow agent hereunder, except for liability arising in connection with its own negligence or willful misconduct. Upon their receipt of notice of resignation from Agent, Forever and Grace shall use reasonable efforts jointly to designate a successor Agent. In the event Forever and Grace do not agree upon a successor escrow agent within 30 days after the receipt of such notice, Agent so resigning may petition any court of competent jurisdiction for the appointment of a successor agent or other appropriate relief and any such resulting appointment shall be binding upon all parties hereto. By mutual agreement, Buyer and Seller shall have the right at any time upon not less than 10 days' prior written notice to Agent to terminate the appointment of Agent, or successor Agent, as agent hereunder. Agent or successor Agent shall continue to act as escrow agent until a successor is appointed and qualified to act as Agent.

Section 2.2 Expenses of Agent. Agent will serve without fee with respect to its role as escrow agent under this Agreement. Agent shall be entitled to reimbursement for its reasonable expenses (including the reasonable fees and disbursements of its legal counsel) actually incurred by it in connection with its duties under this Agreement (the "Agent Expenses"). Agent Expenses shall be an equally shared obligation of Forever and Grace.

Section 2.3 Indemnification of Agent. The parties and their respective successors and assigns agree, jointly and severally, to indemnify and hold Agent harmless against any and all losses, claims, damages, liabilities, and expenses, including reasonable costs of investigation, reasonable legal counsel fees and disbursements that may be imposed on Agent or incurred by Agent in connection with the performance of its duties under this Agreement, including, but not limited to, any litigation arising from this Agreement or involving its subject matter.

ARTICLE III **TERMINATION**

This Escrow Agreement shall be terminated (i) upon disbursement of the Escrow Amount by Escrow Agent, or (ii) by written mutual consent signed by all parties. This Escrow Agreement shall not be otherwise terminated.

ARTICLE IV
MISCELLANEOUS

Section 4.1 Notices. All notices, requests, consents or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given or delivered by any party (a) when received by such party if delivered by hand, (b) on the next business day if being sent by recognized overnight delivery service, or (c) on the fifth business day after being mailed by first-class mail, postage prepaid, and in each case addressed as follows:

If to GRACE, to:

Philip Ennis, Secretary
Grace Broadcasting Services, Inc.
25 Stonebrook Place
Suite G, #322
Jackson, TN 38305

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

Richard J. Hayes, Jr.
Attorney at Law
27 Water's Edge Drive
Lincolntonville, ME 04849

If to FOREVER, to:

Forever Communications, Inc.
1919 Scottsville Rd.
Bowling Green, KY 42104
Attention: Christine E. Hillard

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

Robert F. Wright, Jr., Esq.
2604 Commons Blvd.
Augusta, GA 30909

If to Agent:

Any party by written notice to the other parties pursuant to this Section 3.1 may change the address or the name(s) of person(s) to whom notices or copies thereof shall be directed.

Section 4.2 Assignment. This Agreement and the rights and duties hereunder shall be binding upon and inure to the benefit of the parties hereto and the successors and assigns of each of the parties to this Agreement. No rights, obligations or liabilities hereunder shall be assignable by any party without the prior written consent of the other parties.

Section 4.3 Amendment. This Agreement may be amended or modified only by an instrument in writing duly executed by Agent, Forever and Grace.

Section 4.4 Waivers. Any waiver by any party hereto of any breach of or failure to comply with any provision of this Agreement by any other party hereto shall be in writing and shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement.

Section 4.5 Construction. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Tennessee. Any proceedings to enforce this Agreement shall be commenced in a court of competent jurisdiction in Crockett County, Tennessee. The parties agree not to assert or interpose any defenses, and do hereby waive the same, to the conferral of personal jurisdiction and venue by such court in any suit, action or proceeding. The headings in this Agreement are solely for convenience of reference and shall not be given any effect in the construction or interpretation of this Agreement. Unless otherwise stated, references to Sections are references to Sections of this Agreement.

Section 4.6 Third Parties. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person or entity other than Buyer, Seller and Agent any rights or remedies under, or by reason of, this Agreement.

Section 4.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed any original and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

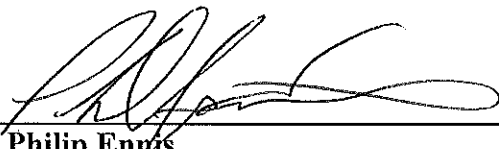
FOREVER COMMUNICATIONS, INC.

By: _____
Name: Christine Hillard, President
Title:

FOREVER SOUTH LICENSES, LLC

By: _____
Name: Christine Hillard
Title: Authorized Member

GRACE BROADCASTING, INC.

By:  _____
Name: Philip Ennis
Title: Secretary

ESCROW AGENT:

By: _____
Escrow Agent

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

FOREVER COMMUNICATIONS, INC.

By: 

Name: Christine Hillard, President

Title:

FOREVER SOUTH LICENSES, LLC

By: 

Name: Christine Hillard

Title: Authorized Member

GRACE BROADCASTING, INC.

By: _____

Name: Philip Ennis

Title: Secretary

ESCROW AGENT:

By: _____

Escrow Agent

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

FOREVER COMMUNICATIONS, INC.

By: _____
Name: Christine Hillard, President
Title:

FOREVER SOUTH LICENSES, LLC

By: _____
Name: Christine Hillard
Title: Authorized Member

GRACE BROADCASTING, INC.

By: _____
Name: Philip Ennis
Title: Secretary

ESCROW AGENT:

By: C. Edward Henson Jr.
Escrow Agent

Schedule One

Forever Personal Property to be assigned to Grace

Schedule One

Forever Personal Property to be Assigned to Grace

HARRIS HT 3.5kw TRANSMITTER

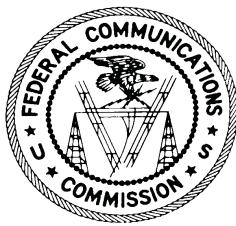
SHIVELY LABS 6813-4 ANTENNA with RADOMES

290 ft of COAXIAL CABLE – 1-5/8” HELIAX

5kw ISO COUPLER & COAXIAL DYNAMICS THRU-LINE WATTMETER

Schedule Two

WTJW Licenses



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

FOREVER SOUTH LICENSES, LLC
1919 SCOTTSVILLE ROAD
BOWLING GREEN KY 42104

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 6583

Call Sign: WTJW

License File Number: BLH-20091215ABW

Grant Date: December 09, 2010

This license expires 3:00 a.m.
local time, August 01, 2012.

This license covers permit no.: BPH-20070504AAU

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

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

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

Callsign: WTJW

License No.: BLH-20091215ABW

Name of Licensee: FOREVER SOUTH LICENSES, LLC

Station Location: TN-HUMBOLDT

Frequency (MHz): 105.3

Channel: 287

Class: A

Hours of Operation: Unlimited

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

Transmitter output power: 3.00 kW

Antenna type: Non-Directional

Description: SHI 6813-4E

Antenna Coordinates: North Latitude: 35 deg 50 min 41 sec
West Longitude: 88 deg 54 min 08 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	4.7	4.7
Height of radiation center above ground (Meters):	86	86
Height of radiation center above mean sea level (Meters):	211	211
Height of radiation center above average terrain (Meters):	95	95

Antenna structure registration number: 1044647

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

Special operating conditions or restrictions:

1 ***** This is a Section 73.215 contour protection grant *****
***** as requested by this applicant *****

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

Special operating conditions or restrictions:

- 3 The licensee has demonstrated compliance with the FCC radiofrequency electromagnetic field exposure guidelines based upon the usage of the antenna specified herein. If the licensee makes any changes in facilities via modification of license application in accordance with 47 CFR section 73.1690(c), the subsequent Form 302-FM, application for license, must include a revised RF field showing to demonstrate continued compliance with the FCC guidelines.

*** END OF AUTHORIZATION ***

Schedule 3

Forever Contracts agreed to be assumed by Grace

Schedule 3

Forever Contracts agreed to be assumed by Grace

NONE

Schedule 4

Legal Description of WTGP Tower Site Real Property

Legal Description of WTJW Tower Site Real Property

Schedule 4

Legal Description of WTJW Tower Site Real Property

2603 Spangler Road, Humboldt, TN

Schedule 4

Land Lease for WTGP Tower Site
And Legal Description.

Please see the following pages.

Agreement

This agreement is entered into by and between Murray Pearson and wife, Billy Jean Pearson, hereinafter referred to as party of the first part and Grace Broadcasting Services, Inc. as party of the second part on this 11th day of October, 2006, with an effective date of 1st day of January 2007.

WITNESSETH: Whereas the party of the second part desires to acquire and secure for its use for the terms and purposes hereinafter stated sufficient property for the continued placement of certain radio equipment and related gear near Gadsden, Crockett County, Tennessee, and

Whereas the party of the first part is the owner of a certain tract of land in the third civil district of Crockett County, Tennessee and more particularly described in attachment hereto which description is incorporated herein by references as fully as if set out verbatim and is willing to give to the party of the second part a lease and license to use a sufficient portion of said property for the continued placement of such radio equipment.

Now therefore, for and in consideration of the premises stated, the party of the first part does hereby grant, convey, demise, and set over to the party of the second part a lease and license to use a portion of the property described in Attachment I hereto not exceeding four acres in size for the continued placement of a radio tower together with such additional improvements, housing, guy-wires, poles, fences and appurtenances thereto, necessary for the operation of said radio equipment and radio tower including, in addition to the four acres herein above described an easement for access by ingress and egress from the said four acres and an easement for the location of such wires, controls and other appropriate accessories necessary to the operation of such tower.

Party of the first part shall have the right to continue to use the said four acres portion of the tract described in the attachment hereto as a pasture but shall not plant or attempt to raise row crops upon said tract and shall not do anything else which would hazard the said tower and its guy-wires and related equipment.

The two (2) year term of this lease and license agreement is mutual promises given and received and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, including the sum of two thousand four hundred dollars (\$2400.00) in cash in hand paid by the party of the second part to the party of the first part, receipt of which is hereby acknowledged by party of the first part and which sum constitutes payment for each one (1) year period of the said lease and license agreement, payable in advance no later than the tenth (10) of January of each one (1) year period.

Party of the first part further covenants that said property is fit and proper for use contemplated in this agreement and covenants that there are no restrictions by any governmental agency upon such property prohibiting such use.

Parties agree that all of the equipment installed pursuant to the term of this lease and agreement, whether affixed to the realty or not, shall be and remain in the property of the party of the second part, and at the option of the party of the second part, may be removed from the premises at the expiration of the term of this agreement.

Party of the first part further agrees and covenants that he has good title to the property herein demised; that he has the authority to lease the premises herein leased and that he will keep and secure the party of the second part in the peaceful use and possession of the said premises during the term of this lease and agreement.

As an additional consideration for the execution of this agreement, party of the first part does hereby grant to the party of the second part an option to renew this agreement for an additional term of two (2) years at three thousand dollars (\$3000.00) for each one (1) year period and under the same terms as are set out in this agreement; notice of the exercise of said option to be given not less than three (3) months before the expiration of the original term of this agreement.

It is agreed by the parties to this lease and agreement that all covenants, agreements and undertakings contained in this agreement shall extend to and be binding upon their respective heirs, executors, administrators, successors and assigns of the respective parties hereto the same as if they were in every case named and expressed.

This agreement contains all of the agreements and conditions made between the parties hereto, and no representations or statements claimed to have been made and not herein contained shall vary or modify this agreement in any way.

IN TESTIMONY WHEREOF, the said parties hereunto set their hands and affix their seals this the day, month and year first above written.

Murray Pearson
Billy Jean Pearson
Parties of the First Part

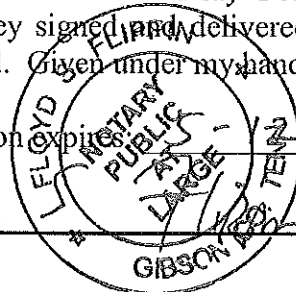
Grace Broadcasting Services, Inc.
Party of the Second Part
By: Lacy Ennis
President/CEO

STATE OF TENNESSEE
COUNTY OF Gibson

Personally appeared before me, the undersigned Notary Public in for said state and county, the within named Murray Pearson and wife, Billy Jean Pearson, who acknowledged that they signed and delivered the foregoing instrument on the day and year therein mentioned. Given under my hand, this 11th day of October, 2006.

(SEAL) My commission expires 12, 20 08.

Signature Floyd S. Ennis



STATE OF TENNESSEE
COUNTY OF Gibson

Before me, Rodney D. Minyard, a Notary Public in and for the state and county aforesaid duly commissioned and qualified personally appeared Lacy Ennis, with whom I am personally acquainted and who upon oath acknowledged himself to be the President/CEO of Grace Broadcasting Services, Inc., the within named bargainer a corporation, and that he as such President being authorized to do, by signing the name of the corporation by himself and President.

Witness my hand and seal at office in Trenton, TN
this 10th day of Oct, 2006.

Signature

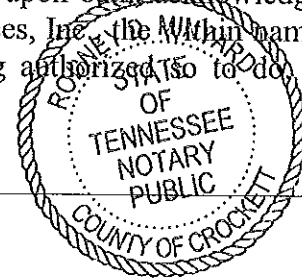


EXHIBIT AND ATTACHEMENT TO AGREEMENT
BETWEEN MURRAY PEARSON, BILLY JEAN PEARSON
AND GRACE BROADCASTING SERVICES, INC., DATED
October 10, 2006.

Parties of the First Part

Murray Pearson
Signed: Murray Pearson

Billy Jean Pearson
Signed: Billy Jean Pearson

Party of the Second Part

Lacy Ennis
Signed: Lacy Ennis

EXHIBIT AND ATTACHEMENT TO AGREEMENT

Dated: October 10, 2006

Location and description of property can be found at the Crockett County Courthouse, Register of Deeds, 1 South Bells Street, Alamo, Tennessee 38001 in Deed Book 102, Page 504, Map 73 and Parcel 25.

Amendment to Agreement

This Amendment is to the original Agreement dated October 11, 2006 which went into effect on January 1, 2007 between Murray Pearson and wife, Bill^{1st} Jean Pearson (Lessor) and Grace Broadcasting Services, Inc. (Leasee).

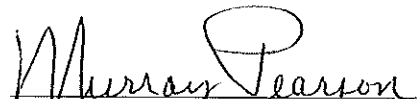
Location and description of property can be found at the Crockett County Courthouse, Register of Deeds, 1 South Bells Street, Alamo, Tennessee 38001 in Deed Book 102, Page 504, Map 73 and Parcel 25.

Upon execution of this agreement, both parties agree to continue with the terms of the original Agreement with the exception of the following amendment for three consecutive years beginning on January 1, 2011 and ending on December 31, 2013:

Annual rent shall increase to \$3600.

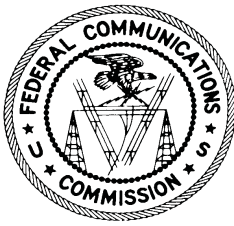


Grace Broadcasting Services, Inc.
Lacy Ennis
President/CEO


Murray Pearson

Schedule 5

WTGP Licenses



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

GRACE BROADCASTING SERVICES, INC.
129 HOLMES AVENUE
COVINGTON TN 38019

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 54899

Call Sign: WTGP

License File Number: BLH-20070702BAD

Grant Date: August 08, 2007

This license expires 3:00 a.m.
local time, August 01, 2012.

This license covers permit no.: BMPH-20061027ACN Dated 01/11/2007

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

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

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

Name of Licensee: GRACE BROADCASTING SERVICES, INC.

Station Location: TN-TRENTON

Frequency (MHz): 97.7

Channel: 249

Class: C2

Hours of Operation: Unlimited

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

Transmitter output power: 10.0 kW

Antenna type: Non-Directional

Description: SHV 6813

Antenna Coordinates: North Latitude: 35 deg 44 min 35 sec
West Longitude: 88 deg 59 min 19 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	50	50
Height of radiation center above ground (Meters):	107	107
Height of radiation center above mean sea level (Meters):	232	232
Height of radiation center above average terrain (Meters):	123	123

Antenna structure registration number: 1043180

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

Special operating conditions or restrictions:

- 1 The permittee/licensee must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 The licensee has demonstrated compliance with the FCC radiofrequency electromagnetic field exposure guidelines based upon the usage of the antenna specified herein. If the licensee makes any changes in facilities via modification of license application in accordance with 47 CFR section 73.1690(c), the subsequent Form 302-FM, application for license, must include a revised RF field showing to demonstrate continued compliance with the FCC guidelines.

*** END OF AUTHORIZATION ***

Schedule 6

Grace Personal Property to be Assigned to Forever

Grace Broadcasting Services, Inc.

Tangible Personal Property

Transmitter:	BE Electronics FM10B
Transmission Line:	15/8 rigid, approximately 353 feet
Antenna:	Shivley 6813/C (10 bay)

Schedule 7

WTGP ASR

WTJW ASR

ASR Registration Search

Registration 1043180 [Map Registration](#)**Registration Detail**

Reg Number	1043180	Status	Constructed
File Number	A0754962	Constructed	11/12/1998
FAA Study	98-ASO-2761-OE	EMI	No
FAA Issue Date	06/01/1998	NEPA	No

Antenna Structure

Structure Type TOWER - Free standing or Guyed Structure used for Communications Purposes

Location (in NAD83 Coordinates)

Lat/Long 35-44-35.0 N 088-59-19.0 W .1 MI E OF GUM FLAT RD

City, State GADSDEN , TN

Center of
AM Array

Heights (meters)

Elevation of Site Above Mean Sea Level	Overall Height Above Ground (AGL)
125.0	126.0
Overall Height Above Mean Sea Level	Overall Height Above Ground w/o Appurtenances
251.0	122.0

Painting and Lighting Specifications

FAA Chapters 4, 6, 13

Paint and Light in Accordance with FAA Circular Number 70/7460-1J

Owner & Contact Information

FRN	0001765809	Licensee ID	L00122572
Assignor FRN	0001769538	Assignor ID	L00191675

Owner

Grace Broadcasting Services, Inc.
Attention To: Philip Ennis
25 Stonebrook Place
Jackson , TN 38305

P: (731)855-9394
E: lennis931@aol.com

Contact

P:
E:

Last Action Status

Status	Constructed	Received	02/14/2012
Purpose	Change Owner	Entered	02/14/2012
Mode	Interactive		

Related Applications

02/14/2012	A0754962 - Change Owner (OC)
10/13/1998	A0050859 - Modification (MD)
03/23/1998	A0050858 - New (NE)

Comments

Comments

None

Automated Letters

None

CLOSE WINDOW

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Antenna Structure Registration

[FCC](#) > [WTB](#) > [ASR](#) > [Online Systems](#) > ASR Search[FCC Site Map](#)

ASR Registration Search

Registration 1044647

[? HELP](#)[New Search](#) [Return to Results](#) [Printable Page](#) [Reference Copy](#) [Map Registration](#)

Registration Detail

Reg Number	1044647	Status	Constructed
File Number	A0515952	Constructed	01/01/1989
FAA Study	87-ASO-707-OE	EMI	No
FAA Issue Date	12/21/1987	NEPA	No

Antenna Structure

Structure Type TOWER - Free standing or Guyed Structure used for Communications Purposes

Location (in NAD83 Coordinates - [Convert to NAD27](#))

Lat/Long 35-50-41.0 N 088-54-08.0 W 2603 SPANGLER PARK DR

City, State HUMBOLDT , TN

Center of
AM Array

Heights (meters)

Elevation of Site Above Mean Sea Level	Overall Height Above Ground (AGL)
125.0	92.0
Overall Height Above Mean Sea Level	Overall Height Above Ground w/o Appurtenances
217.0	91.0

Painting and Lighting Specifications

FAA Chapters 3, 4, 5, 9

Paint and Light in Accordance with FAA Circular Number [70/7460-1G](#)

Owner & Contact Information

FRN	0003764420	Licensee ID	L00293369
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Owner

Forever Communications, Inc.
Attention To: Christine Hillard
1919 Scottsville Rd.
Bowling Green , KY 42104P: (270)843-3333
E: chris@forevercomm.com

Contact

P:
E:

Last Action Status

Status	Constructed	Received	08/30/2006
Purpose	Admin Update	Entered	08/30/2006
Mode	Interactive		

Related Applications

08/30/2006 [A0515952](#) - Admin Update (AU)
04/02/1998 [A0052681](#) - New (NE)

Comments**Comments**

None

Automated Letters

08/31/2006 [Authorization](#), Reference 522087

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