

CONSOLIDATED SPECTRUM SERVICES

231 SAGAMORE ROAD
GILFORD, N.H. 03249
PHONE/FAX: (603) - 293 - 0002
Email: Sales@FCC1.biz

EXPEDITE RESPONSE BY 06/01/2008

MAY 07, 2008

PROSPECTIVE LICENSEE - W.F.M. INCORPORATED

A radio frequency interference study has been conducted for the proposed system. Our analysis indicates that this proposal satisfies industry accepted interference criteria. Pursuant to parts 101.103 (d) of the FCC Rules and Regulations, the technical parameters of this system are enclosed for your examination and review.

Should your review of this notice reflect a potential conflict, please notify us by e-mail: sales@FCC1.biz or in writing at your earliest possible convenience. If a response is not received by the date specified above, we will assume that you have no objections to this proposal.

Please send all responses to this coordination to:

CONSOLIDATED SPECTRUM SERVICES
231 SAGAMORE ROAD
GILFORD, NH 03249

All future notices should be sent to W.F.M. INCORPORATED c/o Consolidated Spectrum Services.

Please note that this letter is being sent to all licensees and/or their agents within 150 miles of the proposed system.

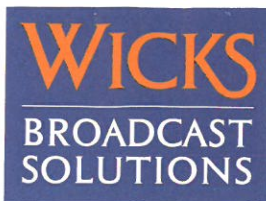
If the person listed on the envelope is no longer employed by you, please forward to the person in charge of radio communications.

To change your mailing address or other item, DO NOT CALL. Please send all changes by US Mail, or by e-mail, indicate your old mailing address etc. and new address etc.

Respectfully,

Howard Epstein

Howard Epstein,
President

**West Coast Office**

1950 Winchester Avenue
P.O. Box 67
Reedsport, OR 97467
800.547.3930 toll free
541.271.3681 phone
541.271.5721 fax
wicksbroadcastsolutions.com

Southeast Office

508 South 7th Street
P.O. Box 3078
Opelika, AL 36803
800.932.1533 toll free
334.749.5641 phone
334.749.5666 fax
wicksbroadcastsolutions.com

A handwritten signature in blue ink, appearing to read "file".

The **GLOBAL VOICE**
in **MEDIA SOFTWARE SOLUTIONS**

March 16, 2007

RE: Executed License Agreement/Addendum to License

Dear Valued Customer;

We are in receipt of the initialed and signed license agreement or addendum for a previous license for your company, and have executed the documents. Enclosed, please find a copy for your records.

All of us at Wicks Broadcast Solutions appreciate your business. Our goal is to make you a satisfied customer and we look forward to assisting you with all of your traffic needs. If we can be of further service, please don't hesitate to call our office or visit our web site.

Sincerely,

A handwritten signature in blue ink, reading "Mona Cox".

Mona Cox
Contract Administrator
Wicks Broadcast Solutions

Enclosure

WICKS BROADCAST SOLUTIONS, LLC

508 S. 7th Street
Opelika, AL 36801
334-749-5641

Business Software Order

Reference: WBDX-FM

Date: 2/12/07

Valid Until: 2/28/07

Salesperson: DSJ

Customer #: ~~186276~~

1812D55

mc

106265

Licensee: Partners for Christian Media, Inc.
Address: PO Box 9396

City: Chattanooga
State: TN
Zip: 37412-0396
Phone:

Designated Stations: WBDX-FM
Designated Location: 5512 Ringgold
Ste 214

City: Chattanooga
State: TN
Zip: 37412-3183
Phone: 423-892-1200

Item	Quantity	Description	Total Price
1	1	SOFTWARE: License of WBS Visual Traffic-New Installation INCLUDES: Program Log (1) - Users (5) Accounts Receivable (Open Item)(Separate Statement Groups) Agency & Advertiser Tracking Automatic Credit Check at Order Entry Co-op Invoices & Tear Sheets Flexible Copy Rotation Invoices & Statements Log Transfer/EI.R Multiple Log Formats Programmable Avails Special Events Programming	\$3,495.00
2	1	DISCOUNT: Hardware Allowance*	-\$1,000.00
3	1	CD/Workbook and Reports Manual	Included
4	5	Days On-Site Operator Training - Travel expenses not included** **Travel expenses to be invoiced upon trainer's return to WBS. Travel expenses include, but are not limited to: transportation, meals, lodging, tips, etc.	\$2,500.00
		TOTAL PACKAGE: MONTHLY SOFTWARE FEE: \$75.00	\$4,995.00

*HARDWARE: Furnished by customer to the specifications of Wicks Broadcast Solutions (WBS) software requirements.
See "Hardware Specifications" sheet for details.

Terms: \$495.00 deposit required prior to shipping software. The balance of \$2,000 for the software shall be paid in 5 monthly installments of \$400 beginning March 2007. The training fee of \$2,500 is due the week of training, and the expenses for the trainer will be invoiced after completion of the training.

Note: 1) Systems are provided F.O.B. point of origin. Shipping charges will be billed separately. 2) Any charges not paid within terms are subject to a 1.5% per month (18% annual rate) service charge.

Subject to attached Terms and Conditions of Order and Program License and Service Agreement (PL&SA) and any Addenda thereto. A copy of the signed Original of this Order transmitted by facsimile machine to WBS by Licensee shall be binding on Licensee and have the same force and effect as the signed Original.

Accepted by: Partners for Christian Media, Inc.

Signature: Date: 2/13/07Title: President

**TERMS AND CONDITIONS OF
WICKS BROADCAST SOLUTIONS
PROGRAM LICENSE AND SERVICE AGREEMENT**

Date: 2/12/07

Reference:

WBDX-FM

CN

~~106270~~

106265

WICKS BROADCAST SOLUTIONS, LLC, a Delaware limited liability company, ("WBS"), hereby grants **Partners for Christian Media, Inc.** ("Licensee") a limited non-transferable, non-exclusive license which is subject to the terms and conditions stated below, to use the **WBS Visual Traffic Software** at the location known as **Chattanooga, TN** (the "Designated Location") and only for the particular broadcast radio station(s) identified as follows: **WBDX-FM** (the "Designated Stations"). This Program License and Service Agreement, together with the Order to which it relates, is herein referred to as "this Agreement". This Agreement supersedes any prior dated program license and/or service agreement covering the same or similar subject matter pertaining to Licensee, any of the Designated Stations and the Designated Location.

DEFINITIONS. For the purposes of this Agreement: The term "Software" means the software programs licensed by WBS to Licensee, in machine readable form only and identified on the Order and/or Agreement together with any end-user documentation provided by WBS to Licensee with respect thereto ("Documentation"), and in accordance with this Agreement and any WBS-approved addenda to this Agreement. Software, to the extent not consisting of Software licensed by WBS from third parties, is called "WBS Software", and such third party Software is called "Third Party Software". If WBS or the manufacturer or supplier of any Third Party Software shall so require, the license of Third Party Software to Licensee shall also be governed by such manufacturer's or supplier's required standard license terms and conditions, and Licensee shall acknowledge in writing its acceptance of and agreement to such license terms, as required from time to time by WBS. The term "License" means the right of Licensee to use the Software pursuant to the terms and conditions of this Agreement. No license or rights are granted to Licensee with respect to the Software or any Documentation other than for use as expressly provided herein. For the purpose of this Agreement, "use" means only loading or installing the Software. Use on multiple CPU systems or wide area networks is not covered under or permitted by this Agreement or the License hereby granted, unless specifically authorized on the Order and covered by such site license terms and conditions as WBS, in its discretion, may elect to grant for additional fees and charges. The term "Order" means collectively the WBS-approved Business Software Order to which this Agreement is attached or relates and any subsequent WBS-approved Order(s) relating to or modifying the Software or the Designated Station(s).

1. LIMITED WARRANTY. The limited warranty of the Software granted hereunder is conditioned upon the proper installation, use, storage, treatment and maintenance of the Software as specified by WBS or the hardware as specified by the applicable equipment manufacturer. Further, WBS does not warrant, unless specified herein, the performance or results that may be obtained from use of the Software or the compatibility of the Software with any third party software, including software which accesses or extracts information generated and/or compiled by the Software. Any unauthorized interface with the Software could result in damage to the Software or data stored in a file. If WBS, at the request of Licensee, elects to assist Licensee in modifying the Software to permit its interface with third party software or restore any corrupted files as a result of any interface, such services will be provided at the option of WBS at its then prevailing hourly rates and terms of payment. Licensee agrees that the Software is not a consumer good for purposes of federal and state warranty laws. WBS also is not responsible for any obsolescence of the Software. No changes may be made to the WBS Software.

Subject to the limitations set forth in this Agreement:

Software. WBS warrants that the WBS Software, for a period of ninety (90) days from original installation will operate substantially in accordance with the functions specified in the Order. If, during such warranty period, a nonconformity with the immediately preceding limited warranty is identified and Licensee gives WBS timely written notice thereof during such period, then WBS, as Licensee's exclusive remedy for any such non-conformity, will attempt through reasonable effort to correct, cure, or otherwise remedy such nonconformity, or, if WBS is unable to do so, WBS will, at its option, replace the affected WBS Software or refund to Licensee the Software Fee therefore paid by Licensee for such affected WBS Software. Any replacement copy of WBS Software will be warranted for the remainder of the original applicable ninety (90) day warranty period or thirty (30) days from its original installation whichever is longer. The foregoing warranty shall apply only to the most current version of the Software issued by WBS from time to time. WBS assumes no responsibility for and makes no warranty as to any superseded or outdated version of any Software.

Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WBS DISCLAIMS ANY AND ALL REPRESENTATIONS, GUARANTIES AND WARRANTIES WHETHER EXPRESS OR IMPLIED WITH RESPECT TO ANY SOFTWARE, ANY EQUIPMENT OR HARDWARE OR ANY SERVICES, INCLUDING BUT NOT LIMITED TO CONDITION, CONFORMITY TO ANY DESCRIPTION OR SPECIFICATIONS, THE EXISTENCE OF ANY LATENT OR OBVIOUS DEFECTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, OR ABSENCE OF VIOLATION OR INFRINGEMENT OF ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT SHALL WBS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION OR FOR ANY CLAIMS BY THIRD PARTIES WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER RESULTING FROM DEFECTS IN ANY MEDIA, OR ARISING OUT OF USE OR PERFORMANCE OF OR INABILITY TO USE, OR THE RESULTS OF ANY USE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF WBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WBS shall not be liable for any loss or damage exceeding the license fees actually paid by Licensee to WBS under this Agreement for the 12 months immediately preceding the claim(s) in question for the Software. This Section 1 sets forth the sole and exclusive rights and remedies of Licensee with respect to any of the matters referred to in this document.



2. ACCEPTANCE/CANCELLATION OF ORDER.

Acceptance by Licensee of the items specified on the Order shall occur at the time of installation; but if Licensee elects to self-install any Software, then such acceptance shall occur upon delivery, unless written notice of the unacceptability thereof has been received at the executive office of WBS outlining in specific detail the reason why the automatic acceptance provision should be invalid. Subsequent to such notice, WBS may elect to correct such conditions, as WBS deems necessary. After such correction, acceptance will be automatic unless Licensee again notifies WBS of unacceptability for a new cause, and in such event the preceding procedure will be repeated. In any event acceptance shall be deemed to occur from use in actual business.

If the Order is cancelled by Licensee after acceptance by WBS, thirty (30) days or more prior to scheduled delivery, a charge equal to ten percent (10%) of the higher of the "Total Package Price" indicated on the Order or ten percent (10%) of all fees and charges payable under this Agreement during the Initial Term. Licensee agrees that this charge is not a penalty, but is as a result of the difficulty of computing actual damages. If WBS elects to cancel the Order, reimbursement of any payments with respect to such Order will be made. The Order is non-cancelable by Licensee within thirty (30) days of scheduled delivery and thereafter.

3. TERM AND PAYMENT. The license fee for the Software covered by this Agreement for the "Initial Term" of **Thirty-Six (36) months commencing March 2007 through February 2010**, shall be **U.S. Seventy-Five DOLLARS (\$75.00)**. This "Monthly Software Fee", is subject to an annual increase, and includes the fee for licensing of the Software and support services for the Software. The Monthly Software Fee and, if applicable, the separate Annual License Fee, are herein called collectively the "Software Fee". This Agreement, the License granted hereunder and Licensee's Software Fee payment obligation shall be automatically renewed for successive **TWELVE (12) month periods** (each a "Renewal Term") unless either party hereto shall notify the other party hereto, in writing, of its intent to terminate this Agreement and the License granted hereunder at least **SIXTY (60) days** prior to expiration of the then current Initial Term or Renewal Term, as the case may be. WBS reserves the right to increase the Monthly Software Fee, and/or, if applicable the Annual License Fee, annually upon at least **SIXTY (60) days** prior written notice of the rate increase.

This Agreement and the Software Fee referred to previously cover support for and licensing of the right to use the Software at the Designated Location only for the Designated Station(s) listed in this document. For each additional Designated Station for which Software is licensed for use at the Designated Location, additional support and licensing fees will be assessed, in each case subject to possible future increases as noted in this document.

Licensee Initials:  WBS Initials: 
Licensee will be billed the Monthly Software Fee for each month of the Initial Term and all Renewal Terms. All monthly fees payable hereunder by Licensee are due on the 10th day of the month for which they are billed and all other amounts payable to WBS are due 10 days after they are billed.

The renewal of the License and Licensee's rights by WBS is contingent upon Licensee's timely payment of all amounts owing to WBS and Licensee's continuing compliance with this Agreement. Licensee's right to continued use of the Software will require a new authorization code from time to time. WBS may withhold the periodic authorization code from Licensee if timely payment is not received for any invoice for any item or service provided by WBS or Licensee fails to comply with this Agreement.

The Monthly Software Fee covers the Software support and maintenance services to be provided by WBS hereunder which consist of: (a) the distribution to Licensee of all applicable program changes as deemed appropriate and necessary by WBS for the Software licensed under this Agreement which may be developed from time to time and made available generally to end-user customers of WBS at no additional charge, except stated charges for handling and shipping charges; and (b) technical or operational assistance provided for in Section 10.

Unless otherwise specified in the Order, all prices, fees and charges referred to in this Agreement are payable in U.S. Dollars. All such prices, fees and charges are exclusive of (that is, subject to increase for) any excise, sales, use or other taxes or tariffs (however designated, levied or based) and therefore are subject to an increase equal in amount to any such tax or tariff which WBS determines it is required to collect or pay upon the license, sale or provision of any software, product or service to Licensee. WBS reserves the right to invoice Licensee for any such taxes or tariffs if, at any future time, any government authority or WBS determines that such taxes or tariffs are applicable, and Licensee acknowledges that it is obligated to pay such amounts on demand when invoiced.

Should Licensee for any reason fail to timely pay any of the Software Fee or any other amount owing under, or shall otherwise breach any of the provisions of, this Agreement, the total of all installments of the Software Fee for the balance of the Initial Term or any Renewal Term, then in effect (in each case before giving effect to any resulting termination thereof), whether or not billed, together with all other unpaid fees and amounts owing by Licensee, shall, at the option of WBS, become immediately due and payable in full.

Licensee shall pay on demand a service charge of **1 1/2% per month**, or the highest rate allowed by applicable law, whichever is less, on all amounts payable by Licensee which become past due and all costs and expenses of collection of amounts due under, and/or of otherwise enforcing any of the provisions of, this Agreement, including without limitation reasonable attorneys' fees, incurred by WBS.

TERMINATION. The right to use the Software as permitted under this Agreement shall continue in effect so long as Licensee continues to timely pay the Software Fee unless sooner terminated in accordance with the provisions of this Agreement. Without limiting any rights or remedies WBS may

have, the License, and the rights of Licensee under this Agreement, may be terminated by WBS upon thirty (30) days written notice from WBS if Licensee fails to comply with any provision of this Agreement. Any such termination by WBS shall entitle WBS to immediately seize and repossess all Software and copies thereof, without prejudice to any other right or remedy that may be available to WBS. Upon any such termination for any reason, or any expiration of the Initial Term or any Renewal Term, Licensee shall, at the sole option of WBS, within five (5) days following the

effectiveness of such termination or expiration, either (1) destroy the Software and all copies thereof; or (2) return to WBS all Software and copies thereof. Any such termination or expiration for any reason shall not relieve Licensee of its obligations under this Agreement. Nor shall it relieve Licensee of its obligation to pay the total of all installments of the Software Fee for the balance of the Initial Term or any then applicable Renewal Term, as if no such termination had occurred, or to pay for all items and services provided by WBS to Licensee under this Agreement and all orders placed by Licensee. The provisions of Sections 1, 3, 4, 5, 6 and 10 hereof shall survive any termination or expiration of this Agreement or the term hereof.

5. PROPRIETARY PROPERTY AND INFORMATION. WBS retains sole and exclusive ownership (subject to rights of licensors to WBS of Third Party Software) of all right, title and interest to and in the Software, and all updates, modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks and all other proprietary property and information related thereto), regardless of the form or media in or on which the original or any copy may subsequently exist, subject only to license rights expressly granted by WBS hereunder. This Agreement is not a sale of any Software or Documentation or any copy thereof. The Software and the Documentation are copyrighted and are protected by United States copyright laws and international treaty provisions, and contain trade secret and proprietary information. Therefore, Licensee must treat the Software and Documentation like any other copyrighted material (e.g., a book or musical recording) and trade secret information.

Licensee acknowledges the valuable and confidential nature of the Software, and shall use its best efforts to maintain the confidentiality thereof and take all necessary steps to protect the Software in Licensee's possession from misappropriation or use contrary to the terms of the License. Licensee shall not disclose, provide or otherwise make available any of the Software to third parties (excepting only those employees and agents of Licensee that need access to the Software for the purposes permitted hereunder and only if they are informed of the confidential nature thereof and agree to be bound by the provisions hereof), without the prior written consent of WBS. Unauthorized copying or other reproduction of the Software or the Documentation, including Software that has been modified, merged or included with other software, is forbidden. A backup copy of data is authorized and recommended. All copyright and other notices and any other proprietary legends that were on any original copy of the Software must be reproduced on any backup copy. Any copies of the Software made by Licensee in any form shall be the sole and exclusive property of WBS and shall be subject to all terms and conditions of this Agreement. Licensee may not copy any Documentation.

6. LIMITATIONS ON USE AND TRANSFER. The limited license granted under this Agreement authorizes only Licensee to use one copy of the Software on a single terminal or a local area network at the Designated Location for the Designated Station(s) in accordance with the terms of this Agreement. Subject to the Limited Warranty provisions as defined in this document, Licensee may change the terminal on which Licensee is authorized to use the Software to another terminal consistent with the hardware specifications provided by WBS within Licensee's immediate organization at the Designated Location for the Designated Station(s), but only if the Software is no longer used on the former terminal.

Licensee shall have no right to rent, lease, transfer, network, reproduce, display, print or copy in any form (in whole or in part, on either a permanent or temporary basis) or otherwise distribute any Software except as expressly provided herein. The Software may be transported

or transmitted from the Designated Location to another location for temporary backup use only when required, but shall be destroyed or returned to such original location when no longer needed for such temporary backup use. Licensee shall use the Software only for the internal business use and benefit of the Designated Station(s) (and not for the benefit of any other person or entity including any other person or entity owned, operated or managed by Licensee) and not in any way detrimental to the interests of WBS. Licensee shall not use or attempt to obtain any techniques, algorithms, processes, trade secrets, or proprietary information contained or reflected in the Software, create or permit any derivative works from the Software or translate, disassemble, decompile, or otherwise reverse engineer any of the Software, except to the limited extent expressly provided in Section 7 below.

Neither this Agreement nor the License granted hereunder or the Software shall be assigned, sublicensed or otherwise transferred (collectively, a "Transfer" and any assignee, sublicensee or transferee being the "Transferee") in whole or in part without the express prior written approval of WBS. For purposes of this Agreement, the direct or indirect sale or transfer of a controlling share of the equity interests in Licensee or of the division of Licensee owning the Designated Station(s) operating at the Designated Location or the sale or transfer of substantially all of the assets or business of Licensee or of the division of Licensee owning any of the Designated Station(s) operating at the Designated Location shall be deemed a transfer requiring such consent. This prohibition shall apply without exception, even in the event of the sale, lease, lease-back, time-sharing or other use, transfer by or of any assets or rights of Licensee, and any violation of this prohibition shall be deemed a breach of this Agreement. Any approved "Transfer" shall require the payment by Licensee to WBS of a transfer fee in the amount of **THREE HUNDRED DOLLARS (\$300.00)** per Designated Location (the "Transfer Fee"), in addition to payment in full of all invoices due and owing to WBS for any license fees, Software service, materials or other items provided up to the date of the proposed Transfer. The Transferee shall execute a new Program License and Service Agreement in the then-current form as WBS shall require, which shall reflect the then-current fees charged by WBS and, until such document is executed by such Transferee and approved by WBS and all invoices paid, the Transfer shall not be effective or permitted. Licensee shall pay the Transfer Fee, and notify WBS, at least thirty (30) days prior to any proposed Transfer, so that WBS has ample time to contact the Transferee.

If any Transferee continues to use the Software or makes any payment of any kind to WBS, then at the option of WBS (and without limiting any of the rights or remedies WBS may have), the Transferee shall be deemed to have agreed to be bound by this Agreement or, at the option of WBS, the terms of the new Program License and Service Agreement, if any, previously delivered to Licensee or such Transferee, as well such adjustments in the Software Fee and other fees and charges established by WBS for its new licensee, all from the effective date of the Transfer.

7. EUROPEAN UNION PROVISIONS. If (and only if) Licensee is located in, and its use of the Software is in, the European Union as constituted from time to time, copying and/or translating or decompiling of Software is permitted solely for the purposes and solely to the limited extent expressly permitted by Articles 5 and 6 of Council Directive 91/250/EC of 14th May 1991 on the legal protection of computer programs.

8. AMENDMENTS. Any additions to the Software or the Designated Station(s) or modifications may result in an increase in the then-existing Software Fee and any renewal rates and charges.

whether or not a new Program License and Service Agreement has been executed. Licensee shall be notified of any increase in the current Software Fee and the adjustment shall be reflected in subsequent monthly bills sent to Licensee. If WBS requires a new Program License and Service Agreement to be executed reflecting, among other matters, those changes, Licensee shall promptly execute the same.

Licensee Initials:



WBS Initials:



9. DELIVERY, INSTALLATION AND TRAINING. WBS will not be liable or responsible for any delay in or failure to provide any delivery, installation, training or any other service or action called for by this Agreement due to any cause beyond the control of WBS, including without limitation delays caused by any of the WBS suppliers. Any indicated delivery date is a good faith estimate only and failure to meet such date shall not under any circumstances result in liability of WBS. Liability for physical damage to shipments shall be covered by insurance carried by WBS, or the WBS supplier (unless damage occurs while any of Licensee, Licensee's employees, or Licensee's agents is handling or in possession or control of such shipment), provided that Licensee notifies WBS immediately of any damaged shipment, and cooperates fully with WBS in placing claims for such damage. If at Licensee's request or with Licensee's permission, partial shipment is made, Licensee shall promptly pay, under the terms provided for in this Agreement, that portion of the Order reflected in such partial shipment.

Installation will be provided if so indicated in the Order, and in such event shall include access to one or more training/technical specialists (alternatively, a "Training Specialist" or a "Technical Specialist") who will provide WBS customary training for personnel designated by Licensee to operate the Software. In addition to applicable training fees that may be indicated in the Order, Licensee will pay all reasonable expenses incurred by the Training Specialist(s) and Technical Specialist(s). LICENSEE AGREES TO MAKE MANAGEMENT AND STAFF EMPLOYEES AVAILABLE TO THE TRAINING/TECHNICAL PERSONNEL REPRESENTATIVE OF WBS. FAILURE TO COMPLY WITH THIS PROVISION SHALL RELIEVE WBS OF ANY OBLIGATION TO COMPLETE INSTALLATION AND/OR TRAINING AND SHALL CONSTITUTE ACCEPTANCE OF THE SOFTWARE.

WBS will provide Licensee one copy of any then available end-user manuals written by WBS and applicable to the Order. Any manuals so provided electronically shall be at no charge to Licensee. Printed versions of manuals supplied electronically may be supplied by WBS upon the payment by Licensee of an additional fee as specified by WBS.

WBS assumes no responsibility for any data input into the Software. Data input is the exclusive responsibility of Licensee, even though WBS personnel may assist Licensee in this regard at Licensee's request and the option of WBS.

10. SUPPORT AND MAINTENANCE. During the term of this Agreement, WBS will provide Licensee with operational counseling by telephone, facsimile or via the internet. WBS may withhold this service from Licensee if Licensee abuses this privilege by repeated failure to properly operate the Software. If Licensee should require a premise visit by either a Training Specialist or Technical Specialist after completion of the installation, WBS will quote Licensee the charge for such visit prior to scheduling such visit. Proper operation of the Software requires, and it is the responsibility of Licensee to

maintain, a regular, consistent, daily routine of backing up data and maintaining appropriate, up-to-date copies of programming. WBS Training Specialists teach, and WBS manuals describe, a recommended procedure for maintaining both on- and off-premise data back-ups and copies of programming. Failure to maintain adequate back-ups and copies may result in additional charges to Licensee beyond the usual Software Fee, including, for example, if customer service personnel of WBS are asked to help recover or re-create lost or damaged data or programming. If WBS elects to provide, at the request of Licensee, operational or other assistance or consulting to Licensee on site or at the WBS offices, the same will be provided at, and Licensee shall pay to WBS, the then current hourly or daily rates, plus all associated out-of-pocket expenses, including, but not limited to, travel, lodging, meals and car rentals.

11. GENERAL. The Order, this Agreement and each addendum (if any) hereto, constitute the entire agreement and understanding between the parties and supersedes all prior proposals, communications, agreements and understandings between the parties, whether oral or written, relating to the subject matter hereof and shall prevail notwithstanding any other terms, conditions or provisions on any order, form or proposal submitted by or on behalf of Licensee. This Agreement shall become binding only when written acceptance hereof is sent to Licensee by WBS. No modification or amendment of this Agreement or waiver of any of its terms shall be valid unless in writing and signed by the party or parties to be charged. The headings in this Agreement are for the convenience of the parties only and shall not be deemed to be a substantive part of this Agreement. If any provision of this Agreement would be held in any jurisdiction to be invalid, prohibited or unenforceable, that provision as to such jurisdiction will be enforced to the maximum extent permissible, and shall be ineffective to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction, and such remaining provisions will remain in full force and effect. Any breach or default by any party of this Agreement may be waived by the other but only if made in writing and signed by the party granting such waiver, and no waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature. The delay or failure of either party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of any right of that party. This Agreement shall be binding upon and inure to the benefit of Licensee and WBS, and their respective successors and assigns, provided however that Licensee shall not be permitted to assign this Agreement (except as expressly provided in this Agreement). This Agreement is governed by the internal laws of the State of Oregon, U.S.A., without giving effect to the conflict of laws principles thereof, and the United Nations Convention on the International Sales of Goods shall not be applicable to this Agreement. Any litigation arising out of this Agreement or related thereto shall, at the option of WBS, be tried by the United States District Court for the District of Oregon, or if such litigation shall not be permitted to be tried by such court, then in the state courts of Oregon. Each party irrevocably consents to and confers personal jurisdiction on such United States District Court

or such Oregon state courts in accordance with the foregoing and expressly waives any objection to the venue of any such court. Any notice required under this Agreement shall be effective five (5) days after the deposit in a postage prepaid envelope with the U.S. mail, or upon receipt, if sent by facsimile, messenger, or a recognized overnight courier service, in accordance with these notice provisions to the applicable

address of the recipient noted on the Order, or any other address that shall have been communicated to the recipient in writing in accordance with these notice provisions.

If applicable see attached Addendum: # _____

Licensee Initials

WBS Initials

A COPY OF THE SIGNED ORIGINAL OF THIS AGREEMENT EITHER REPRODUCED ON A PHOTOCOPY MACHINE OR TRANSMITTED BY FACSIMILE MACHINE TO WBS BY LICENSEE SHALL BE BINDING ON LICENSEE AND SHALL HAVE THE SAME FORCE AND EFFECT AS THE SIGNED ORIGINAL.

PARTNERS FOR CHRISTIAN MEDIA, INC.

By: [Signature]
(Authorized Signature)

Name: Bob LubellTitle: PresidentDate: 2/13/07Mailing Address: P.O. Box 9396
Chattanooga, TN
37417Phone: 423.892.1200Fax: 892.1633

WICKS BROADCAST SOLUTIONS, LLC

By: [Signature]
(Authorized Signature)

Name: Mona CoxTitle: Contract AdministratorDate: 2-15-07Mailing Address: Wicks Broadcast Solutions, LLC

P. O. Box 3078

508 S. 7th Street (36801)

Opelika, AL 36803-3078 USA

Phone: 334-749-5641

Fax: 334-749-5666

COPY

WICKS BROADCAST SOLUTIONS, LLC

508 S. 7th Street
Opelika, AL 36801
334-749-5641

Business Software Order

Reference: WBDX-FM
Date: 2/12/07
Valid Until: 2/28/07
Salesperson: DSJ
Customer #: 106270

Licensee: Partners for Christian Media, Inc.
Address: PO Box 9396

City: Chattanooga
State: TN
Zip: 37412-0396
Phone:

Designated Stations: WBDX-FM
Designated Location: 5512 Ringgold
Ste 214
City: Chattanooga
State: TN
Zip: 37412-3183
Phone: 423-892-1200

Item	Quantity	Description	Total Price
1	1	SOFTWARE: License of WBS Visual Traffic-New Installation INCLUDES: Program Log (1) – Users (5) Accounts Receivable (Open Item)(Separate Statement Groups) Agency & Advertiser Tracking Automatic Credit Check at Order Entry Co-op Invoices & Tear Sheets Flexible Copy Rotation Invoices & Statements Log Transfer/ELR Multiple Log Formats Programmable Avails Special Events Programming	\$3,495.00
2	1	DISCOUNT: Hardware Allowance*	-\$1,000.00
3	1	CD/Workbook and Reports Manual	Included
4	5	Days On-Site Operator Training – Travel expenses not included** **Travel expenses to be invoiced upon trainer's return to WBS. Travel expenses include, but are not limited to: transportation, meals, lodging, tips, etc.	<u>\$2,500.00</u>
		TOTAL PACKAGE: MONTHLY SOFTWARE FEE: \$75.00	\$4,995.00

*HARDWARE: Furnished by customer to the specifications of Wicks Broadcast Solutions (WBS) software requirements.
See "Hardware Specifications" sheet for details.

Terms: \$495.00 deposit required prior to shipping software. The balance of \$2,000 for the software shall be paid in 5 monthly installments of \$400 beginning March 2007. The training fee of \$2500 is due the week of training, and the expenses for the trainer will be invoiced after completion of the training.

Note: 1) Systems are provided F.O.B. point of origin. Shipping charges will be billed separately. 2) Any charges not paid within terms are subject to a 1.5% per month (18% annual rate) service charge.

Subject to attached Terms and Conditions of Order and Program License and Service Agreement (PL&SA) and any Addenda thereto. A copy of the signed Original of this Order transmitted by facsimile machine to WBS by Licensee shall be binding on Licensee and have the same force and effect as the signed Original.

Accepted by: Partners for Christian Media, Inc.

Signature: _____

Date: _____

Title: _____

**TERMS AND CONDITIONS OF
WICKS BROADCAST SOLUTIONS
PROGRAM LICENSE AND SERVICE AGREEMENT**

Date: 2/12/07 Reference: WBDX-FM CN 106270

WICKS BROADCAST SOLUTIONS, LLC, a Delaware limited liability company, ("WBS"), hereby grants **Partners for Christian Media, Inc.** ("Licensee") a limited non-transferable, non-exclusive license which is subject to the terms and conditions stated below, to use the **WBS Visual Traffic Software** at the location known as **Chattanooga, TN** (the "Designated Location") and only for the particular broadcast radio station(s) identified as follows: **WBDX-FM** (the "Designated Stations"). This Program License and Service Agreement, together with the Order to which it relates, is herein referred to as "this Agreement". **This Agreement supersedes any prior dated program license and/or service agreement covering the same or similar subject matter pertaining to Licensee, any of the Designated Stations and the Designated Location.**

DEFINITIONS. For the purposes of this Agreement: The term "**Software**" means the software programs licensed by WBS to Licensee, in machine readable form only and identified on the Order and/or Agreement together with any end-user documentation provided by WBS to Licensee with respect thereto ("**Documentation**"), and in accordance with this Agreement and any WBS-approved addenda to this Agreement. Software, to the extent not consisting of Software licensed by WBS from third parties, is called "WBS Software", and such third party Software is called "Third Party Software". If WBS or the manufacturer or supplier of any Third Party Software shall so require, the license of Third Party Software to Licensee shall also be governed by such manufacturer's or supplier's required standard license terms and conditions, and Licensee shall acknowledge in writing its acceptance of and agreement to such license terms, as required from time to time by WBS. The term "**License**" means the right of Licensee to use the Software pursuant to the terms and conditions of this Agreement. No license or rights are granted to Licensee with respect to the Software or any Documentation other than for **use** as expressly provided herein. For the purpose of this Agreement, "**use**" means only loading or installing the Software. Use on multiple CPU systems or wide area networks is not covered under or permitted by this Agreement or the License hereby granted, unless specifically authorized on the Order and covered by such site license terms and conditions as WBS, in its discretion, may elect to grant for additional fees and charges. The term "**Order**" means collectively the WBS-approved Business Software Order to which this Agreement is attached or relates and any subsequent WBS-approved Order(s) relating to or modifying the Software or the Designated Station(s).

1. **LIMITED WARRANTY.** The limited warranty of the Software granted hereunder is conditioned upon the proper installation, use, storage, treatment and maintenance of the Software as specified by WBS or the hardware as specified by the applicable equipment manufacturer. Further, WBS does not warrant, unless specified herein, the performance or results that may be obtained from use of the Software or the compatibility of the Software with any third party software, including software which accesses or extracts information generated and/or compiled by the Software. Any unauthorized interface with the Software could result in damage to the Software or data stored in a file. If WBS, at the request of Licensee, elects to assist Licensee in modifying the Software to permit its interface with third party software or restore any corrupted files as a result of any interface, such services will be provided at the option of WBS at its then prevailing hourly rates and terms of payment. Licensee agrees that the Software is not a consumer good for purposes of federal and state warranty laws. WBS also is not responsible for any obsolescence of the Software. No changes may be made to the WBS Software.

Software. WBS warrants that the WBS Software, for a period of ninety (90) days from original installation will operate substantially in accordance with the functions specified in the Order. If, during such warranty period, a nonconformity with the immediately preceding limited warranty is identified and Licensee gives WBS timely written notice thereof during such period, then WBS, as Licensee's exclusive remedy for any such non-conformity, will attempt through reasonable effort to correct, cure, or otherwise remedy such nonconformity, or, if WBS is unable to do so, WBS will, at its option, replace the affected WBS Software or refund to Licensee the Software Fee therefore paid by Licensee for such affected WBS Software. Any replacement copy of WBS Software will be warranted for the remainder of the original applicable ninety (90) day warranty period or thirty (30) days from its original installation whichever is longer. The foregoing warranty shall apply only to the most current version of the Software issued by WBS from time to time. WBS assumes no responsibility for and makes no warranty as to any superseded or outdated version of any Software.

Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WBS DISCLAIMS ANY AND ALL REPRESENTATIONS, GUARANTIES AND WARRANTIES WHETHER EXPRESS OR IMPLIED WITH RESPECT TO ANY SOFTWARE, ANY EQUIPMENT OR HARDWARE OR ANY SERVICES, INCLUDING BUT NOT LIMITED TO CONDITION, CONFORMITY TO ANY DESCRIPTION OR SPECIFICATIONS, THE EXISTENCE OF ANY LATENT OR OBVIOUS DEFECTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, OR ABSENCE OF VIOLATION OR INFRINGEMENT OF ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT SHALL WBS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION OR FOR ANY CLAIMS BY THIRD PARTIES WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER RESULTING FROM DEFECTS IN ANY MEDIA, OR ARISING OUT OF USE OR PERFORMANCE OF OR INABILITY TO USE, OR THE RESULTS OF ANY USE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF WBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Subject to the limitations set forth in this Agreement :

WBS shall not be liable for any loss or damage exceeding the license fees actually paid by Licensee to WBS under this Agreement for the 12 months immediately preceding the claim(s) in question for the Software. This Section 1 sets forth the sole and exclusive rights and remedies of Licensee with respect to any of the matters referred to in this document.

2. ACCEPTANCE/CANCELLATION OF ORDER.

Acceptance by Licensee of the items specified on the Order shall occur at the time of installation; but if Licensee elects to self-install any Software, then such acceptance shall occur upon delivery, unless written notice of the unacceptability thereof has been received at the executive office of WBS outlining in specific detail the reason why the automatic acceptance provision should be invalid. Subsequent to such notice, WBS may elect to correct such conditions, as WBS deems necessary. After such correction, acceptance will be automatic unless Licensee again notifies WBS of unacceptability for a new cause, and in such event the preceding procedure will be repeated. In any event acceptance shall be deemed to occur from use in actual business.

If the Order is cancelled by Licensee after acceptance by WBS, thirty (30) days or more prior to scheduled delivery, a charge equal to ten percent (10%) of the higher of the "Total Package Price" indicated on the Order or ten percent (10%) of all fees and charges payable under this Agreement during the Initial Term. Licensee agrees that this charge is not a penalty, but is as a result of the difficulty of computing actual damages. If WBS elects to cancel the Order, reimbursement of any payments with respect to such Order will be made. The Order is non-cancelable by Licensee within thirty (30) days of scheduled delivery and thereafter.

3. TERM AND PAYMENT. The license fee for the Software covered by this Agreement for the "Initial Term" of **Thirty-Six (36) months commencing March 2007 through February 2010**, shall be **U.S. Seventy-Five DOLLARS (\$75.00)**. This "Monthly Software Fee", is subject to an annual increase, and includes the fee for licensing of the Software and support services for the Software. The Monthly Software Fee and, if applicable, the separate Annual License Fee, are herein called collectively the "Software Fee". This Agreement, the License granted hereunder and Licensee's Software Fee payment obligation shall be automatically renewed for successive **TWELVE (12) month periods** (each a "Renewal Term") unless either party hereto shall notify the other party hereto, in writing, of its intent to terminate this Agreement and the License granted hereunder at least **SIXTY (60) days** prior to expiration of the then current Initial Term or Renewal Term, as the case may be. WBS reserves the right to increase the Monthly Software Fee, and/or, if applicable the Annual License Fee, annually upon at least **SIXTY (60) days** prior written notice of the rate increase.

This Agreement and the Software Fee referred to previously cover support for and licensing of the right to use the Software at the Designated Location only for the Designated Station(s) listed in this document. For each additional Designated Station for which Software is licensed for use at the Designated Location, additional support and licensing fees will be assessed, in each case subject to possible future increases as noted in this document.

Licensee Initials: WBS Initials:

Licensee will be billed the Monthly Software Fee for each month of the Initial Term and all Renewal Terms. All monthly fees payable hereunder by Licensee are due on the 10th day of the month for which they are billed and all other amounts payable to WBS are due 10 days after they are billed.

The renewal of the License and Licensee's rights by WBS is contingent upon Licensee's timely payment of all amounts owing to WBS and Licensee's continuing compliance with this Agreement. Licensee's right to continued use of the Software will require a new authorization code from time to time. WBS may withhold the periodic authorization code from Licensee if timely payment is not received for any invoice for any item or service provided by WBS or Licensee fails to comply with this Agreement.

The Monthly Software Fee covers the Software support and maintenance services to be provided by WBS hereunder which consist of: (a) the distribution to Licensee of all applicable program changes as deemed appropriate and necessary by WBS for the Software licensed under this Agreement which may be developed from time to time and made available generally to end-user customers of WBS at no additional charge, except stated charges for handling and shipping charges; and (b) technical or operational assistance provided for in Section 10.

Unless otherwise specified in the Order, all prices, fees and charges referred to in this Agreement are payable in U.S. Dollars. All such prices, fees and charges are exclusive of (that is, subject to increase for) any excise, sales, use or other taxes or tariffs (however designated, levied or based) and therefore are subject to an increase equal in amount to any such tax or tariff which WBS determines it is required to collect or pay upon the license, sale or provision of any software, product or service to Licensee, WBS reserves the right to invoice Licensee for any such taxes or tariffs if, at any future time, any government authority or WBS determines that such taxes or tariffs are applicable, and Licensee acknowledges that it is obligated to pay such amounts on demand when invoiced.

Should Licensee for any reason fail to timely pay any of the Software Fee or any other amount owing under, or shall otherwise breach any of the provisions of, this Agreement, the total of all installments of the Software Fee for the balance of the Initial Term or any Renewal Term, then in effect (in each case before giving effect to any resulting termination thereof), whether or not billed, together with all other unpaid fees and amounts owing by Licensee, shall, at the option of WBS, become immediately due and payable in full.

Licensee shall pay on demand a service charge of 1 1/2% per month, or the highest rate allowed by applicable law, whichever is less, on all amounts payable by Licensee which become past due and all costs and expenses of collection of amounts due under, and/or of otherwise enforcing any of the provisions of, this Agreement, including without limitation reasonable attorneys' fees, incurred by WBS.

TERMINATION. The right to use the Software as permitted under this Agreement shall continue in effect so long as Licensee continues to timely pay the Software Fee unless sooner terminated in accordance with the provisions of this Agreement. Without limiting any rights or remedies WBS may

have, the License, and the rights of Licensee under this Agreement, may be terminated by WBS upon thirty (30) days written notice from WBS if Licensee fails to comply with any provision of this Agreement. Any such termination by WBS shall entitle WBS to immediately seize and repossess all Software and copies thereof, without prejudice to any other right or remedy that may be available to WBS. Upon any such termination for any reason, or any expiration of the Initial Term or any Renewal Term, Licensee shall, at the sole option of WBS, within five (5) days following the

effectiveness of such termination or expiration, either (1) destroy the Software and all copies thereof; or (2) return to WBS all Software and copies thereof. Any such termination or expiration for any reason shall not relieve Licensee of its obligations under this Agreement. Nor shall it relieve Licensee of its obligation to pay the total of all installments of the Software Fee for the balance of the Initial Term or any then applicable Renewal Term, as if no such termination had occurred, or to pay for all items and services provided by WBS to Licensee under this Agreement and all orders placed by Licensee. The provisions of Sections 1, 3, 4, 5, 6 and 10 hereof shall survive any termination or expiration of this Agreement or the term hereof.

5. PROPRIETARY PROPERTY AND INFORMATION. WBS retains sole and exclusive ownership (subject to rights of licensors to WBS of Third Party Software) of all right, title and interest to and in the Software, and all updates, modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks and all other proprietary property and information related thereto), regardless of the form or media in or on which the original or any copy may subsequently exist, subject only to license rights expressly granted by WBS hereunder. This Agreement is not a sale of any Software or Documentation or any copy thereof. The Software and the Documentation are copyrighted and are protected by United States copyright laws and international treaty provisions, and contain trade secret and proprietary information. Therefore, Licensee must treat the Software and Documentation like any other copyrighted material (e.g., a book or musical recording) and trade secret information.

Licensee acknowledges the valuable and confidential nature of the Software, and shall use its best efforts to maintain the confidentiality thereof and take all necessary steps to protect the Software in Licensee's possession from misappropriation or use contrary to the terms of the License. Licensee shall not disclose, provide or otherwise make available any of the Software to third parties (excepting only those employees and agents of Licensee that need access to the Software for the purposes permitted hereunder and only if they are informed of the confidential nature thereof and agree to be bound by the provisions hereof), without the prior written consent of WBS.

Unauthorized copying or other reproduction of the Software or the Documentation, including Software that has been modified, merged or included with other software, is forbidden. A backup copy of data is authorized and recommended. All copyright and other notices and any other proprietary legends that were on any original copy of the Software must be reproduced on any backup copy. Any copies of the Software made by Licensee in any form shall be the sole and exclusive property of WBS and shall be subject to all terms and conditions of this Agreement. Licensee may not copy any Documentation.

6. LIMITATIONS ON USE AND TRANSFER. The limited license granted under this Agreement authorizes only Licensee to use one copy of the Software on a single terminal or a local area network at the Designated Location for the Designated Station(s) in accordance with the terms of this Agreement. Subject to the Limited Warranty provisions as defined in this document, Licensee may change the terminal on which Licensee is authorized to use the Software to another terminal consistent with the hardware specifications provided by WBS within Licensee's immediate organization at the Designated Location for the Designated Station(s), but only if the Software is no longer used on the former terminal.

Licensee shall have no right to rent, lease, transfer, network, reproduce, display, print or copy in any form (in whole or in part, on either a permanent or temporary basis) or otherwise distribute any Software except as expressly provided herein. The Software may be transported

or transmitted from the Designated Location to another location for temporary backup use only when required, but shall be destroyed or returned to such original location when no longer needed for such temporary backup use. Licensee shall use the Software only for the internal business use and benefit of the Designated Station(s) (and not for the benefit of any other person or entity including any other person or entity owned, operated or managed by Licensee) and not in any way detrimental to the interests of WBS. Licensee shall not use or attempt to obtain any techniques, algorithms, processes, trade secrets, or proprietary information contained or reflected in the Software, create or permit any derivative works from the Software or translate, disassemble, decompile, or otherwise reverse engineer any of the Software, except to the limited extent expressly provided in Section 7 below.

Neither this Agreement nor the License granted hereunder or the Software shall be assigned, sublicensed or otherwise transferred (collectively, a "Transfer" and any assignee, sublicensee or transferee being the "Transferee") in whole or in part without the express prior written approval of WBS. For purposes of this Agreement, the direct or indirect sale or transfer of a controlling share of the equity interests in Licensee or of the division of Licensee owning the Designated Station(s) operating at the Designated Location or the sale or transfer of substantially all of the assets or business of Licensee or of the division of Licensee owning any of the Designated Station(s) operating at the Designated Location shall be deemed a transfer requiring such consent. This prohibition shall apply without exception, even in the event of the sale, lease, lease-back, time-sharing or other use, transfer by or of any assets or rights of Licensee, and any violation of this prohibition shall be deemed a breach of this Agreement. Any approved "Transfer" shall require the payment by Licensee to WBS of a transfer fee in the amount of **THREE HUNDRED DOLLARS (\$300.00)** per Designated Location (the "Transfer Fee"), in addition to payment in full of all invoices due and owing to WBS for any license fees, Software service, materials or other items provided up to the date of the proposed Transfer. The Transferee shall execute a new Program License and Service Agreement in the then-current form as WBS shall require, which shall reflect the then-current fees charged by WBS and, until such document is executed by such Transferee and approved by WBS and all invoices paid, the Transfer shall not be effective or permitted. Licensee shall pay the Transfer Fee, and notify WBS, at least thirty (30) days prior to any proposed Transfer, so that WBS has ample time to contact the Transferee.

If any Transferee continues to use the Software or makes any payment of any kind to WBS, then at the option of WBS (and without limiting any of the rights or remedies WBS may have), the Transferee shall be deemed to have agreed to be bound by this Agreement or, at the option of WBS, the terms of the new Program License and Service Agreement, if any, previously delivered to Licensee or such Transferee, as well such adjustments in the Software Fee and other fees and charges established by WBS for its new licensee, all from the effective date of the Transfer.

7. EUROPEAN UNION PROVISIONS. If (and only if) Licensee is located in, and its use of the Software is in, the European Union as constituted from time to time, copying and/or translating or decompiling of Software is permitted solely for the purposes and solely to the limited extent expressly permitted by Articles 5 and 6 of Council Directive 91/250/EC of 14th May 1991 on the legal protection of computer programs.

8. AMENDMENTS. Any additions to the Software or the Designated Station(s) or modifications may result in an increase in the then-existing Software Fee and any renewal rates and charges,

whether or not a new Program License and Service Agreement has been executed. Licensee shall be notified of any increase in the current Software Fee and the adjustment shall be reflected in subsequent monthly bills sent to Licensee. If WBS requires a new Program License and Service Agreement to be executed reflecting, among other matters, those changes, Licensee shall promptly execute the same.

Licensee Initials:

WBS Initials:

9. **DELIVERY, INSTALLATION AND TRAINING.** WBS will not be liable or responsible for any delay in or failure to provide any delivery, installation, training or any other service or action called for by this Agreement due to any cause beyond the control of WBS, including without limitation delays caused by any of the WBS suppliers. Any indicated delivery date is a good faith estimate only and failure to meet such date shall not under any circumstances result in liability of WBS. Liability for physical damage to shipments shall be covered by insurance carried by WBS, or the WBS supplier (unless damage occurs while any of Licensee, Licensee's employees, or Licensee's agents is handling or in possession or control of such shipment), provided that Licensee notifies WBS immediately of any damaged shipment, and cooperates fully with WBS in placing claims for such damage. If at Licensee's request or with Licensee's permission, partial shipment is made, Licensee shall promptly pay, under the terms provided for in this Agreement, that portion of the Order reflected in such partial shipment.

Installation will be provided if so indicated in the Order, and in such event shall include access to one or more training/technical specialists (alternatively, a "Training Specialist" or a "Technical Specialist") who will provide WBS customary training for personnel designated by Licensee to operate the Software. In addition to applicable training fees that may be indicated in the Order, Licensee will pay all reasonable expenses incurred by the Training Specialist(s) and Technical Specialist(s). LICENSEE AGREES TO MAKE MANAGEMENT AND STAFF EMPLOYEES AVAILABLE TO THE TRAINING/TECHNICAL PERSONNEL REPRESENTATIVE OF WBS. FAILURE TO COMPLY WITH THIS PROVISION SHALL RELIEVE WBS OF ANY OBLIGATION TO COMPLETE INSTALLATION AND/OR TRAINING AND SHALL CONSTITUTE ACCEPTANCE OF THE SOFTWARE.

WBS will provide Licensee one copy of any then available end-user manuals written by WBS and applicable to the Order. Any manuals so provided electronically shall be at no charge to Licensee. Printed versions of manuals supplied electronically may be supplied by WBS upon the payment by Licensee of an additional fee as specified by WBS.

WBS assumes no responsibility for any data input into the Software. Data input is the exclusive responsibility of Licensee, even though WBS personnel may assist Licensee in this regard at Licensee's request and the option of WBS.

10. **SUPPORT AND MAINTENANCE.** During the term of this Agreement, WBS will provide Licensee with operational counseling by telephone, facsimile or via the internet. WBS may withhold this service from Licensee if Licensee abuses this privilege by repeated failure to properly operate the Software. If Licensee should require a premise visit by either a Training Specialist or Technical Specialist after completion of the installation, WBS will quote Licensee the charge for such visit prior to scheduling such visit. Proper operation of the Software requires, and it is the responsibility of Licensee to

maintain, a regular, consistent, daily routine of backing up data and maintaining appropriate, up-to-date copies of programming. WBS Training Specialists teach, and WBS manuals describe, a recommended procedure for maintaining both on- and off-premise data back-ups and copies of programming. Failure to maintain adequate back-ups and copies may result in additional charges to Licensee beyond the usual Software Fee, including, for example, if customer service personnel of WBS are asked to help recover or re-create lost or damaged data or programming. If WBS elects to provide, at the request of Licensee, operational or other assistance or consulting to Licensee on site or at the WBS offices, the same will be provided at, and Licensee shall pay to WBS, the then current hourly or daily rates, plus all associated out-of-pocket expenses, including, but not limited to, travel, lodging, meals and car rentals.

11. **GENERAL.** The Order, this Agreement and each addendum (if any) hereto, constitute the entire agreement and understanding between the parties and supersedes all prior proposals, communications, agreements and understandings between the parties, whether oral or written, relating to the subject matter hereof and shall prevail notwithstanding any other terms, conditions or provisions on any order, form or proposal submitted by or on behalf of Licensee. This Agreement shall become binding only when written acceptance hereof is sent to Licensee by WBS. No modification or amendment of this Agreement or waiver of any of its terms shall be valid unless in writing and signed by the party or parties to be charged. The headings in this Agreement are for the convenience of the parties only and shall not be deemed to be a substantive part of this Agreement. If any provision of this Agreement would be held in any jurisdiction to be invalid, prohibited or unenforceable, that provision as to such jurisdiction will be enforced to the maximum extent permissible, and shall be ineffective to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction, and such remaining provisions will remain in full force and effect. Any breach or default by any party of this Agreement may be waived by the other but only if made in writing and signed by the party granting such waiver, and no waiver shall be deemed a waiver of any subsequent breach of default of the same or similar nature. The delay or failure of either party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of any right of that party. This Agreement shall be binding upon and inure to the benefit of Licensee and WBS, and their respective successors and assigns, provided however that Licensee shall not be permitted to assign this Agreement (except as expressly provided in this Agreement). This Agreement is governed by the internal laws of the State of Oregon, U.S.A., without giving effect to the conflict of laws principles thereof, and the United Nations Convention on the International Sales of Goods shall not be applicable to this Agreement. Any litigation arising out of this Agreement or related thereto shall, at the option of WBS, be tried by the United States District Court for the District of Oregon, or if such litigation shall not be permitted to be tried by such court, then in the state courts of Oregon. Each party irrevocably consents to and confers personal jurisdiction on such United States District Court

or such Oregon state courts in accordance with the foregoing and expressly waives any objection to the venue of any such court. Any notice required under this Agreement shall be effective five (5) days after the deposit in a postage prepaid envelope with the U.S. mail, or upon receipt, if sent by facsimile, messenger, or a recognized overnight courier service, in accordance with these notice provisions to the applicable

address of the recipient noted on the Order, or any other address that shall have been communicated to the recipient in writing in accordance with these notice provisions.

If applicable see attached Addendum: # _____
_____ # _____

Licensee Initials

WBS Initials

A COPY OF THE SIGNED ORIGINAL OF THIS AGREEMENT EITHER REPRODUCED ON A PHOTOCOPY MACHINE OR TRANSMITTED BY FACSIMILE MACHINE TO WBS BY LICENSEE SHALL BE BINDING ON LICENSEE AND SHALL HAVE THE SAME FORCE AND EFFECT AS THE SIGNED ORIGINAL.

PARTNERS FOR CHRISTIAN MEDIA, INC.

By: _____

(Authorized Signature)

Name: _____

Title: _____

Date: _____

Mailing Address: _____

Phone: _____

Fax: _____

WICKS BROADCAST SOLUTIONS, LLC

By: _____

(Authorized Signature)

Name: Mona Cox

Title: Contract Administrator

Date: _____

Mailing Address: Wicks Broadcast Solutions, LLC

P. O. Box 3078

508 S. 7th Street (36801)

Opelika, AL 36803-3078 USA

Phone: 334-749-5641

Fax: 334-749-5666

Kathy Taber

From: Donna Sue Jordan [djordan@wicksbroadcastsolutions.com]
Sent: Monday, February 12, 2007 2:28 PM
To: Bob Lubell
Cc: Charlene Patton
Subject: WBDX - License Agreement
Attachments: WBDX Visual Traffic PLA New Installation.pdf

Good Afternoon,

Attached is the final document for signature. **Special attention should be directed to the Terms on the Business Software Order Pages (located near the bottom of the page) and the Term and Payment section – Page 3 of 6 Section 3 (left hand side). This outlines when your first invoice will be due, etc.**

Please review and if all meets with your approval, sign and/or initial where indicated. The next steps would be to:

1. *Fax all 6 pages to me at 770.234.5452 or 334-749.5666.*
2. *Your initial deposit should be sent to (2 day Fed-EX or UPS is best):*
Wicks Broadcast Solutions
Attention: Contracts Administrator
508 S. 7th Street
Opelika, AL 36801
(334-749.5641)

Once we have the signed license agreement and your initial deposit, we can begin processing your order.

Please let me know if you have any questions or concerning the attached contract. A careful review will prevent future misunderstandings as to the terms of your Visual Traffic contract. Our goal is to make this event as seamless as possible for you and we want to move forward with that goal in mind.

Best regards,



Donna Sue Jordan

Media Software Sales Manager

Wicks Broadcast Solutions

The Global Voice in Media Software Solutions

djordan@wicksbroadcastsolutions.com

www.wicksbroadcastsolutions.com

251-968-6103 (Direct Line)

770-234-5452 (Direct Fax)

Visual Traffic - DeltaFlex Traffic Systems

SalesMinder - RateMinder

Invoice Express - Order Express

Control Tower

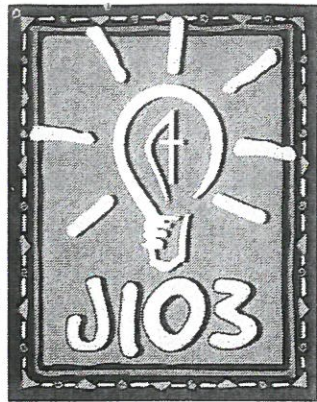
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No virus found in this outgoing message.

Checked by AVG Free Edition.

Version: 7.5.441 / Virus Database: 268.17.35/680 - Release Date: 2/10/2007 9:15 PM

2/13/2007



*shining the
light!*

102.7 & 103.1 FM

WWW.J103.COM

OFFICE
423-892-1200

FAX
423-892-1633

To: Donna Sue Jordan

From: Charlene Patton

Company: Wicks

Date: 2/14/07

Fax number: 770 234 5452

Total pages including cover: 7

Phone number:

Sender's reference number:

Re:

Your reference number:

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Notes / Comments:

5512 Ringgold Road, Suite 214, Chattanooga, TN 37412

WICKS BROADCAST SOLUTIONS, LLC

508 S. 7th Street
Opelika, AL 36801
334-749-5641

Business Software Order

Reference: WBDX-FM
Date: 2/12/07
Valid Until: 2/28/07
Salesperson: DSJ
Customer #: 106270

Licensee: Partners for Christian Media, Inc.
Address: PO Box 9396

City: Chattanooga
State: TN
Zip: 37412-0396
Phone:

Designated Stations: WBDX-FM
Designated Location: 5512 Ringgold
Ste 214
City: Chattanooga
State: TN
Zip: 37412-3183
Phone: 423-892-1200

Item	Quantity	Description	Total Price
1	1	SOFTWARE: License of WBS Visual Traffic-New Installation INCLUDES: Program Log (1) – Users (5) Accounts Receivable (Open Item)(Separate Statement Groups) Agency & Advertiser Tracking Automatic Credit Check at Order Entry Co-op Invoices & Tear Sheets Flexible Copy Rotation Invoices & Statements Log Transfer/ELR Multiple Log Formats Programmable Avails Special Events Programming	\$3,495.00
2	1	DISCOUNT: Hardware Allowance*	-\$1,000.00
3	1	CD/Workbook and Reports Manual	Included
4	5	Days On-Site Operator Training – Travel expenses not included** **Travel expenses to be invoiced upon trainer's return to WBS. Travel expenses include, but are not limited to: transportation, meals, lodging, tips, etc.	<u>\$2,500.00</u>
		TOTAL PACKAGE: MONTHLY SOFTWARE FEE: \$75.00	\$4,995.00

*HARDWARE: Furnished by customer to the specifications of Wicks Broadcast Solutions (WBS) software requirements.
See "Hardware Specifications" sheet for details.

Terms: \$495.00 deposit required prior to shipping software. The balance of \$2,000 for the software shall be paid in 5 monthly installments of \$400 beginning March 2007. The training fee of \$2500 is due the week of training, and the expenses for the trainer will be invoiced after completion of the training.

Note: 1) Systems are provided F.O.B. point of origin. Shipping charges will be billed separately. 2) Any charges not paid within terms are subject to a 1.5% per month (18% annual rate) service charge.

Subject to attached Terms and Conditions of Order and Program License and Service Agreement (PL&SA) and any Addenda thereto. A copy of the signed Original of this Order transmitted by facsimile machine to WBS by Licensee shall be binding on Licensee and have the same force and effect as the signed Original.

Accepted by: Partners for Christian Media, Inc.

Signature: _____

[Signature], Pres.

Date: _____

2/13/07

Title: _____

President

**TERMS AND CONDITIONS OF
WICKS BROADCAST SOLUTIONS
PROGRAM LICENSE AND SERVICE AGREEMENT**

Date: 2/12/07 Reference: WBDX-FM CN 106270

WICKS BROADCAST SOLUTIONS, LLC, a Delaware limited liability company, ("WBS"), hereby grants **Partners for Christian Media, Inc.** ("Licensee") a limited non-transferable, non-exclusive license which is subject to the terms and conditions stated below, to use the **WBS Visual Traffic Software** at the location known as **Chattanooga, TN** (the "Designated Location") and only for the particular broadcast radio station(s) identified as follows: **WBDX-FM** (the "Designated Stations"). This Program License and Service Agreement, together with the Order to which it relates, is herein referred to as "this Agreement". **This Agreement supersedes any prior dated program license and/or service agreement covering the same or similar subject matter pertaining to Licensee, any of the Designated Stations and the Designated Location.**

DEFINITIONS. For the purposes of this Agreement: The term "Software" means the software programs licensed by WBS to Licensee, in machine readable form only and identified on the Order and/or Agreement together with any end-user documentation provided by WBS to Licensee with respect thereto ("Documentation"), and in accordance with this Agreement and any WBS-approved addenda to this Agreement. Software, to the extent not consisting of Software licensed by WBS from third parties, is called "WBS Software", and such third party Software is called "Third Party Software". If WBS or the manufacturer or supplier of any Third Party Software shall so require, the license of Third Party Software to Licensee shall also be governed by such manufacturer's or supplier's required standard license terms and conditions, and Licensee shall acknowledge in writing its acceptance of and agreement to such license terms, as required from time to time by WBS. The term "License" means the right of Licensee to use the Software pursuant to the terms and conditions of this Agreement. No license or rights are granted to Licensee with respect to the Software or any Documentation other than for use as expressly provided herein. For the purpose of this Agreement, "use" means only loading or installing the Software. Use on multiple CPU systems or wide area networks is not covered under or permitted by this Agreement or the License hereby granted, unless specifically authorized on the Order and covered by such site license terms and conditions as WBS, in its discretion, may elect to grant for additional fees and charges. The term "Order" means collectively the WBS-approved Business Software Order to which this Agreement is attached or relates and any subsequent WBS-approved Order(s) relating to or modifying the Software or the Designated Station(s).

1. **LIMITED WARRANTY.** The limited warranty of the Software granted hereunder is conditioned upon the proper installation, use, storage, treatment and maintenance of the Software as specified by WBS or the hardware as specified by the applicable equipment manufacturer. Further, WBS does not warrant, unless specified herein, the performance or results that may be obtained from use of the Software or the compatibility of the Software with any third party software, including software which accesses or extracts information generated and/or compiled by the Software. Any unauthorized interface with the Software could result in damage to the Software or data stored in a file. If WBS, at the request of Licensee, elects to assist Licensee in modifying the Software to permit its interface with third party software or restore any corrupted files as a result of any interface, such services will be provided at the option of WBS at its then prevailing hourly rates and terms of payment. Licensee agrees that the Software is not a consumer good for purposes of federal and state warranty laws. WBS also is not responsible for any obsolescence of the Software. No changes may be made to the WBS Software.

Software. WBS warrants that the WBS Software, for a period of ninety (90) days from original installation will operate substantially in accordance with the functions specified in the Order. If, during such warranty period, a nonconformity with the immediately preceding limited warranty is identified and Licensee gives WBS timely written notice thereof during such period, then WBS, as Licensee's exclusive remedy for any such non-conformity, will attempt through reasonable effort to correct, cure, or otherwise remedy such nonconformity, or, if WBS is unable to do so, WBS will, at its option, replace the affected WBS Software or refund to Licensee the Software Fee therefore paid by Licensee for such affected WBS Software. Any replacement copy of WBS Software will be warranted for the remainder of the original applicable ninety (90) day warranty period or thirty (30) days from its original installation whichever is longer. The foregoing warranty shall apply only to the most current version of the Software issued by WBS from time to time. WBS assumes no responsibility for and makes no warranty as to any superseded or outdated version of any Software.

Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WBS DISCLAIMS ANY AND ALL REPRESENTATIONS, GUARANTIES AND WARRANTIES WHETHER EXPRESS OR IMPLIED WITH RESPECT TO ANY SOFTWARE, ANY EQUIPMENT OR HARDWARE OR ANY SERVICES, INCLUDING BUT NOT LIMITED TO CONDITION, CONFORMITY TO ANY DESCRIPTION OR SPECIFICATIONS, THE EXISTENCE OF ANY LATENT OR OBVIOUS DEFECTS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE, OR ABSENCE OF VIOLATION OR INFRINGEMENT OF ANY PATENT, COPYRIGHT OR OTHER INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT SHALL WBS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, LOSS OF PROFITS, BUSINESS INTERRUPTION OR LOSS OF INFORMATION OR FOR ANY CLAIMS BY THIRD PARTIES WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER RESULTING FROM DEFECTS IN ANY MEDIA, OR ARISING OUT OF USE OR PERFORMANCE OF OR INABILITY TO USE, OR THE RESULTS OF ANY USE, REGARDLESS OF THE BASIS OF THE CLAIM AND EVEN IF WBS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Subject to the limitations set forth in this Agreement :

WBS shall not be liable for any loss or damage exceeding the license fees actually paid by Licensee to WBS under this Agreement for the 12 months immediately preceding the claim(s) in question for the Software. This Section 1 sets forth the sole and exclusive rights and remedies of Licensee with respect to any of the matters referred to in this document.

2. ACCEPTANCE/CANCELLATION OF ORDER.

Acceptance by Licensee of the items specified on the Order shall occur at the time of installation; but if Licensee elects to self-install any Software, then such acceptance shall occur upon delivery, unless written notice of the unacceptability thereof has been received at the executive office of WBS outlining in specific detail the reason why the automatic acceptance provision should be invalid. Subsequent to such notice, WBS may elect to correct such conditions, as WBS deems necessary. After such correction, acceptance will be automatic unless Licensee again notifies WBS of unacceptability for a new cause, and in such event the preceding procedure will be repeated. In any event acceptance shall be deemed to occur from use in actual business.

If the Order is cancelled by Licensee after acceptance by WBS, thirty (30) days or more prior to scheduled delivery, a charge equal to ten percent (10%) of the higher of the "Total Package Price" indicated on the Order or ten percent (10%) of all fees and charges payable under this Agreement during the Initial Term. Licensee agrees that this charge is not a penalty, but is as a result of the difficulty of computing actual damages. If WBS elects to cancel the Order, reimbursement of any payments with respect to such Order will be made. The Order is non-cancelable by Licensee within thirty (30) days of scheduled delivery and thereafter.

3. TERM AND PAYMENT. The license fee for the Software covered by this Agreement for the "Initial Term" of **Thirty-Six (36) months commencing March 2007 through February 2010**, shall be **U.S. Seventy-Five DOLLARS (\$75.00)**. This "Monthly Software Fee", is subject to an annual increase, and includes the fee for licensing of the Software and support services for the Software. The Monthly Software Fee and, if applicable, the separate Annual License Fee, are herein called collectively the "Software Fee". This Agreement, the License granted hereunder and Licensee's Software Fee payment obligation shall be automatically renewed for successive **TWELVE (12) month periods** (each a "Renewal Term") unless either party hereto shall notify the other party hereto, in writing, of its intent to terminate this Agreement and the License granted hereunder at least **SIXTY (60) days** prior to expiration of the then current Initial Term or Renewal Term, as the case may be. WBS reserves the right to increase the Monthly Software Fee, and/or, if applicable the Annual License Fee, annually upon at least **SIXTY (60) days** prior written notice of the rate increase.

This Agreement and the Software Fee referred to previously cover support for and licensing of the right to use the Software at the Designated Location only for the Designated Station(s) listed in this document. For each additional Designated Station for which Software is licensed for use at the Designated Location, additional support and licensing fees will be assessed, in each case subject to possible future increases as noted in this document.

Licensee Initials:



WBS Initials:



Licensee will be billed the Monthly Software Fee for each month of the Initial Term and all Renewal Terms. All monthly fees payable hereunder by Licensee are due on the 10th day of the month for which they are billed and all other amounts payable to WBS are due 10 days after they are billed.

The renewal of the License and Licensee's rights by WBS is contingent upon Licensee's timely payment of all amounts owing to WBS and Licensee's continuing compliance with this Agreement. Licensee's right to continued use of the Software will require a new authorization code from time to time. WBS may withhold the periodic authorization code from Licensee if timely payment is not received for any invoice for any item or service provided by WBS or Licensee fails to comply with this Agreement.

The Monthly Software Fee covers the Software support and maintenance services to be provided by WBS hereunder which consist of: (a) the distribution to Licensee of all applicable program changes as deemed appropriate and necessary by WBS for the Software licensed under this Agreement which may be developed from time to time and made available generally to end-user customers of WBS at no additional charge, except stated charges for handling and shipping charges; and (b) technical or operational assistance provided for in Section 10.

Unless otherwise specified in the Order, all prices, fees and charges referred to in this Agreement are payable in U.S. Dollars. All such prices, fees and charges are exclusive of (that is, subject to increase for) any excise, sales, use or other taxes or tariffs (however designated, levied or based) and therefore are subject to an increase equal in amount to any such tax or tariff which WBS determines it is required to collect or pay upon the license, sale or provision of any software, product or service to Licensee, WBS reserves the right to invoice Licensee for any such taxes or tariffs if, at any future time, any government authority or WBS determines that such taxes or tariffs are applicable, and Licensee acknowledges that it is obligated to pay such amounts on demand when invoiced.

Should Licensee for any reason fail to timely pay any of the Software Fee or any other amount owing under, or shall otherwise breach any of the provisions of, this Agreement, the total of all installments of the Software Fee for the balance of the Initial Term or any Renewal Term, then in effect (in each case before giving effect to any resulting termination thereof), whether or not billed, together with all other unpaid fees and amounts owing by Licensee, shall, at the option of WBS, become immediately due and payable in full.

Licensee shall pay on demand a service charge of **1 1/2%** per month, or the highest rate allowed by applicable law, whichever is less, on all amounts payable by Licensee which become past due and all costs and expenses of collection of amounts due under, and/or of otherwise enforcing any of the provisions of, this Agreement, including without limitation reasonable attorneys' fees, incurred by WBS.

TERMINATION. The right to use the Software as permitted under this Agreement shall continue in effect so long as Licensee continues to timely pay the Software Fee unless sooner terminated in accordance with the provisions of this Agreement. Without limiting any rights or remedies WBS may

have, the License, and the rights of Licensee under this Agreement, may be terminated by WBS upon thirty (30) days written notice from WBS if Licensee fails to comply with any provision of this Agreement. Any such termination by WBS shall entitle WBS to immediately seize and repossess all Software and copies thereof, without prejudice to any other right or remedy that may be available to WBS. Upon any such termination for any reason, or any expiration of the Initial Term or any Renewal Term, Licensee shall, at the sole option of WBS, within five (5) days following the

effectiveness of such termination or expiration, either (1) destroy the Software and all copies thereof; or (2) return to WBS all Software and copies thereof. Any such termination or expiration for any reason shall not relieve Licensee of its obligations under this Agreement. Nor shall it relieve Licensee of its obligation to pay the total of all installments of the Software Fee for the balance of the Initial Term or any then applicable Renewal Term, as if no such termination had occurred, or to pay for all items and services provided by WBS to Licensee under this Agreement and all orders placed by Licensee. The provisions of Sections 1, 3, 4, 5, 6 and 10 hereof shall survive any termination or expiration of this Agreement or the term hereof.

5. PROPRIETARY PROPERTY AND INFORMATION. WBS retains sole and exclusive ownership (subject to rights of licensors to WBS of Third Party Software) of all right, title and interest to and in the Software, and all updates, modifications and enhancements thereof (including ownership of all trade secrets, copyrights, trademarks and all other proprietary property and information related thereto), regardless of the form or media in or on which the original or any copy may subsequently exist, subject only to license rights expressly granted by WBS hereunder. This Agreement is not a sale of any Software or Documentation or any copy thereof. The Software and the Documentation are copyrighted and are protected by United States copyright laws and international treaty provisions, and contain trade secret and proprietary information. Therefore, Licensee must treat the Software and Documentation like any other copyrighted material (e.g., a book or musical recording) and trade secret information.

Licensee acknowledges the valuable and confidential nature of the Software, and shall use its best efforts to maintain the confidentiality thereof and take all necessary steps to protect the Software in Licensee's possession from misappropriation or use contrary to the terms of the License. Licensee shall not disclose, provide or otherwise make available any of the Software to third parties (excepting only those employees and agents of Licensee that need access to the Software for the purposes permitted hereunder and only if they are informed of the confidential nature thereof and agree to be bound by the provisions hereof), without the prior written consent of WBS.

Unauthorized copying or other reproduction of the Software or the Documentation, including Software that has been modified, merged or included with other software, is forbidden. A backup copy of data is authorized and recommended. All copyright and other notices and any other proprietary legends that were on any original copy of the Software must be reproduced on any backup copy. Any copies of the Software made by Licensee in any form shall be the sole and exclusive property of WBS and shall be subject to all terms and conditions of this Agreement. Licensee may not copy any Documentation.

6. LIMITATIONS ON USE AND TRANSFER. The limited license granted under this Agreement authorizes only Licensee to use one copy of the Software on a single terminal or a local area network at the Designated Location for the Designated Station(s) in accordance with the terms of this Agreement. Subject to the Limited Warranty provisions as defined in this document, Licensee may change the terminal on which Licensee is authorized to use the Software to another terminal consistent with the hardware specifications provided by WBS within Licensee's immediate organization at the Designated Location for the Designated Station(s), but only if the Software is no longer used on the former terminal.

Licensee shall have no right to rent, lease, transfer, network, reproduce, display, print or copy in any form (in whole or in part, on either a permanent or temporary basis) or otherwise distribute any Software except as expressly provided herein. The Software may be transported

or transmitted from the Designated Location to another location for temporary backup use only when required, but shall be destroyed or returned to such original location when no longer needed for such temporary backup use. Licensee shall use the Software only for the internal business use and benefit of the Designated Station(s) (and not for the benefit of any other person or entity including any other person or entity owned, operated or managed by Licensee) and not in any way detrimental to the interests of WBS. Licensee shall not use or attempt to obtain any techniques, algorithms, processes, trade secrets, or proprietary information contained or reflected in the Software, create or permit any derivative works from the Software or translate, disassemble, decompile, or otherwise reverse engineer any of the Software, except to the limited extent expressly provided in Section 7 below.

Neither this Agreement nor the License granted hereunder or the Software shall be assigned, sublicensed or otherwise transferred (collectively, a "Transfer" and any assignee, sublicensee or transferee being the "Transferee") in whole or in part without the express prior written approval of WBS. For purposes of this Agreement, the direct or indirect sale or transfer of a controlling share of the equity interests in Licensee or of the division of Licensee owning the Designated Station(s) operating at the Designated Location or the sale or transfer of substantially all of the assets or business of Licensee or of the division of Licensee owning any of the Designated Station(s) operating at the Designated Location shall be deemed a transfer requiring such consent. This prohibition shall apply without exception, even in the event of the sale, lease, lease-back, time-sharing or other use, transfer by or of any assets or rights of Licensee, and any violation of this prohibition shall be deemed a breach of this Agreement. Any approved "Transfer" shall require the payment by Licensee to WBS of a transfer fee in the amount of **THREE HUNDRED DOLLARS (\$300.00)** per Designated Location (the "Transfer Fee"), in addition to payment in full of all invoices due and owing to WBS for any license fees, Software service, materials or other items provided up to the date of the proposed Transfer. The Transferee shall execute a new Program License and Service Agreement in the then-current form as WBS shall require, which shall reflect the then-current fees charged by WBS and, until such document is executed by such Transferee and approved by WBS and all invoices paid, the Transfer shall not be effective or permitted. Licensee shall pay the Transfer Fee, and notify WBS, at least thirty (30) days prior to any proposed Transfer, so that WBS has ample time to contact the Transferee.

If any Transferee continues to use the Software or makes any payment of any kind to WBS, then at the option of WBS (and without limiting any of the rights or remedies WBS may have), the Transferee shall be deemed to have agreed to be bound by this Agreement or, at the option of WBS, the terms of the new Program License and Service Agreement, if any, previously delivered to Licensee or such Transferee, as well such adjustments in the Software Fee and other fees and charges established by WBS for its new licensee, all from the effective date of the Transfer.

7. EUROPEAN UNION PROVISIONS. If (and only if) Licensee is located in, and its use of the Software is in, the European Union as constituted from time to time, copying and/or translating or decompiling of Software is permitted solely for the purposes and solely to the limited extent expressly permitted by Articles 5 and 6 of Council Directive 91/250/EC of 14th May 1991 on the legal protection of computer programs.

8. AMENDMENTS. Any additions to the Software or the Designated Station(s) or modifications may result in an increase in the then-existing Software Fee and any renewal rates and charges,

whether or not a new Program License and Service Agreement has been executed. Licensee shall be notified of any increase in the current Software Fee and the adjustment shall be reflected in subsequent monthly bills sent to Licensee. If WBS requires a new Program License and Service Agreement to be executed reflecting, among other matters, those changes, Licensee shall promptly execute the same.

Licensee Initials:



WBS Initials:



9. DELIVERY, INSTALLATION AND TRAINING. WBS will not be liable or responsible for any delay in or failure to provide any delivery, installation, training or any other service or action called for by this Agreement due to any cause beyond the control of WBS, including without limitation delays caused by any of the WBS suppliers. Any indicated delivery date is a good faith estimate only and failure to meet such date shall not under any circumstances result in liability of WBS. Liability for physical damage to shipments shall be covered by insurance carried by WBS, or the WBS supplier (unless damage occurs while any of Licensee, Licensee's employees, or Licensee's agents is handling or in possession or control of such shipment), provided that Licensee notifies WBS immediately of any damaged shipment, and cooperates fully with WBS in placing claims for such damage. If at Licensee's request or with Licensee's permission, partial shipment is made, Licensee shall promptly pay, under the terms provided for in this Agreement, that portion of the Order reflected in such partial shipment.

Installation will be provided if so indicated in the Order, and in such event shall include access to one or more training/technical specialists (alternatively, a "Training Specialist" or a "Technical Specialist") who will provide WBS customary training for personnel designated by Licensee to operate the Software. In addition to applicable training fees that may be indicated in the Order, Licensee will pay all reasonable expenses incurred by the Training Specialist(s) and Technical Specialist(s). LICENSEE AGREES TO MAKE MANAGEMENT AND STAFF EMPLOYEES AVAILABLE TO THE TRAINING/TECHNICAL PERSONNEL REPRESENTATIVE OF WBS. FAILURE TO COMPLY WITH THIS PROVISION SHALL RELIEVE WBS OF ANY OBLIGATION TO COMPLETE INSTALLATION AND/OR TRAINING AND SHALL CONSTITUTE ACCEPTANCE OF THE SOFTWARE.

WBS will provide Licensee one copy of any then available end-user manuals written by WBS and applicable to the Order. Any manuals so provided electronically shall be at no charge to Licensee. Printed versions of manuals supplied electronically may be supplied by WBS upon the payment by Licensee of an additional fee as specified by WBS.

WBS assumes no responsibility for any data input into the Software. Data input is the exclusive responsibility of Licensee, even though WBS personnel may assist Licensee in this regard at Licensee's request and the option of WBS.

10. SUPPORT AND MAINTENANCE. During the term of this Agreement, WBS will provide Licensee with operational counseling by telephone, facsimile or via the internet. WBS may withhold this service from Licensee if Licensee abuses this privilege by repeated failure to properly operate the Software. If Licensee should require a premise visit by either a Training Specialist or Technical Specialist after completion of the installation, WBS will quote Licensee the charge for such visit prior to scheduling such visit. Proper operation of the Software requires, and it is the responsibility of Licensee to

maintain, a regular, consistent, daily routine of backing up data and maintaining appropriate, up-to-date copies of programming. WBS Training Specialists teach, and WBS manuals describe, a recommended procedure for maintaining both on- and off-premise data back-ups and copies of programming. Failure to maintain adequate back-ups and copies may result in additional charges to Licensee beyond the usual Software Fee, including, for example, if customer service personnel of WBS are asked to help recover or re-create lost or damaged data or programming. If WBS elects to provide, at the request of Licensee, operational or other assistance or consulting to Licensee on site or at the WBS offices, the same will be provided at, and Licensee shall pay to WBS, the then current hourly or daily rates, plus all associated out-of-pocket expenses, including, but not limited to, travel, lodging, meals and car rentals.

11. GENERAL. The Order, this Agreement and each addendum (if any) hereto, constitute the entire agreement and understanding between the parties and supersedes all prior proposals, communications, agreements and understandings between the parties, whether oral or written, relating to the subject matter hereof and shall prevail notwithstanding any other terms, conditions or provisions on any order, form or proposal submitted by or on behalf of Licensee. This Agreement shall become binding only when written acceptance hereof is sent to Licensee by WBS. No modification or amendment of this Agreement or waiver of any of its terms shall be valid unless in writing and signed by the party or parties to be charged. The headings in this Agreement are for the convenience of the parties only and shall not be deemed to be a substantive part of this Agreement. If any provision of this Agreement would be held in any jurisdiction to be invalid, prohibited or unenforceable, that provision as to such jurisdiction will be enforced to the maximum extent permissible, and shall be ineffective to the extent of such invalidity, prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction, and such remaining provisions will remain in full force and effect. Any breach or default by any party of this Agreement may be waived by the other but only if made in writing and signed by the party granting such waiver, and no waiver shall be deemed a waiver of any subsequent breach of default of the same or similar nature. The delay or failure of either party to enforce any of the provisions of this Agreement shall not be construed to be a waiver of any right of that party. This Agreement shall be binding upon and inure to the benefit of Licensee and WBS, and their respective successors and assigns, provided however that Licensee shall not be permitted to assign this Agreement (except as expressly provided in this Agreement). This Agreement is governed by the internal laws of the State of Oregon, U.S.A., without giving effect to the conflict of laws principles thereof, and the United Nations Convention on the International Sales of Goods shall not be applicable to this Agreement. Any litigation arising out of this Agreement or related thereto shall, at the option of WBS, be tried by the United States District Court for the District of Oregon, or if such litigation shall not be permitted to be tried by such court, then in the state courts of Oregon. Each party irrevocably consents to and confers personal jurisdiction on such United States District Court

or such Oregon state courts in accordance with the foregoing and expressly waives any objection to the venue of any such court. Any notice required under this Agreement shall be effective five (5) days after the deposit in a postage prepaid envelope with the U.S. mail, or upon receipt, if sent by facsimile, messenger, or a recognized overnight courier service, in accordance with these notice provisions to the applicable

address of the recipient noted on the Order, or any other address that shall have been communicated to the recipient in writing in accordance with these notice provisions.

If applicable see attached Addendum: # _____
_____ # _____

Licensee Initials

WBS Initials

A COPY OF THE SIGNED ORIGINAL OF THIS AGREEMENT EITHER REPRODUCED ON A PHOTOCOPY MACHINE OR TRANSMITTED BY FACSIMILE MACHINE TO WBS BY LICENSEE SHALL BE BINDING ON LICENSEE AND SHALL HAVE THE SAME FORCE AND EFFECT AS THE SIGNED ORIGINAL.

PARTNERS FOR CHRISTIAN MEDIA, INC.

By: *Bob Lubell, Pres.*

(Authorized Signature)

Name: Bob Lubell

Title: President

Date: 2/13/07

Mailing Address: P.O. Box 9396
Chattanooga, TN
37412

Phone: 423.892.1200

Fax: 892.1633

WICKS BROADCAST SOLUTIONS, LLC

By: _____

(Authorized Signature)

Name: Mona Cox

Title: Contract Administrator

Date: _____

Mailing Address: Wicks Broadcast Solutions, LLC

P. O. Box 3078

508 S. 7th Street (36801)

Opelika, AL 36803-3078 USA

Phone: 334-749-5641

Fax: 334-749-5666

Charlene Patton

From: Donna Sue Jordan [djordan@wicksbroadcastsolutions.com]
Sent: Monday, February 12, 2007 2:28 PM
To: Bob Lubell
Cc: Charlene Patton
Subject: WBDX - License Agreement

Good Afternoon,

Attached is the final document for signature. **Special attention should be directed to the Terms on the Business Software Order Pages (located near the bottom of the page) and the Term and Payment section – Page 3 of 6 Section 3 (left hand side). This outlines when your first invoice will be due, etc.**

Please review and if all meets with your approval, sign and/or initial where indicated. The next steps would be to:

1. *Fax all 6 pages to me at 770.234.5452 or 334-749.5666.*
2. *Your initial deposit should be sent to (2 day Fed-EX or UPS is best):*
Wicks Broadcast Solutions
Attention: Contracts Administrator
508 S. 7th Street
Opelika, AL 36801
(334-749.5641)

Once we have the signed license agreement and your initial deposit, we can begin processing your order.

Please let me know if you have any questions or concerning the attached contract. A careful review will prevent future misunderstandings as to the terms of your Visual Traffic contract. Our goal is to make this event as seamless as possible for you and we want to move forward with that goal in mind.

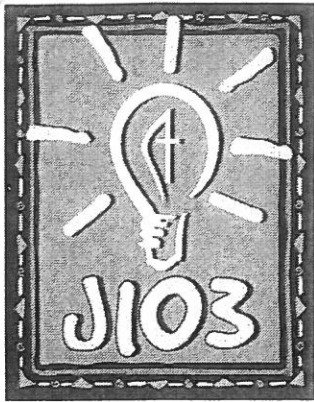
Best regards,



Donna Sue Jordan
Media Software Sales Manager
Wicks Broadcast Solutions
The Global Voice in Media Software Solutions
djordan@wicksbroadcastsolutions.com
www.wicksbroadcastsolutions.com
251-968-6103 (Direct Line)
770-234-5452 (Direct Fax)
Visual Traffic - DeltaFlex Traffic Systems
Sales Order - RateMinder
Invoice Express - Order Express
Contract Tower

--
No virus found in this outgoing message.
Checked by AVG Free Edition.
Version: 7.5.441 / Virus Database: 268.17.35/680 - Release Date: 2/12/2007 9:15 PM

2/13/2007



*shining the
light!*

102.7 & 103.1 FM

WWW.J103.COM

OFFICE
423-892-1200

FAX
423-892-1633

To:

From:

Charles Patton

Company:

Wicks Broadcast Solutions

Date:

2/8/07

Fax number:

(770) 234-5452

Total pages including cover:

2

Phone number:

(800) 932-1533

Sender's reference number:

Re:

Visual Traffic Software

Your reference number:



Urgent



For Review



Please Comment



Please Reply



Please Recycle

Notes / Comments:

*Please accept the following proposal, we are remitting
the deposit by mail.*

WICKS
BROADCAST
SOLUTIONS

Visual Traffic

CONTROL TOWER®
INVOICE EXPRESS™
SALES MINDER™
RATE MINDER™

The Global Voice
In Media Software Solutions

Proposal for: WBDX-FM
Partnership Christian Media
Bob Lubell - bobl@j103.com
Chattanooga, TN

In-House Use:
Current System - Natural Log
Market Rank - 106
Automation - Unknown
Sent _____

Visual Traffic (1 station-5 User Version)

1 Station Self-Install CD/Training Manual included	
Software License Fee	\$3,495.00
Less Hardware Discount Allowance*	-\$1,000.00
Net Software License Fee	\$2,495.00
Down Payment**	\$ 495.00
Balance Due	\$2,000.00
Monthly Support Rate	\$ 75.00

- *Hardware purchases are the responsibility of the customer.
- **\$495.00 down payment required prior to shipping software. Balance \$2,000.00 to be paid in 5 monthly installments of \$400.00 each.

NOTE: Optional on-site Training Package is available \$2,500.00 for five days plus trainer travel expenses. Training fees to be invoiced the week trainer is on site. Training expenses to be invoiced upon return to WBS. Travel expenses, including, but not limited to: mileage to and from the airport, parking, airfare, and any necessary fees/penalties for changes after the ticket is confirmed, cab, shuttle, and/or rental car, tips, lodging and meals. If you would like to include on-site training, please indicate here:

☒ Yes - I would like to add on-site training to my order.

☐ Declined

The undersigned hereby agrees to the information set forth herein.

AGREED & ACCEPTED:

By: Donna Sue Jordan, Pres

Date: 2/07/07

Upon receipt of this signed document and the required deposit, a new Program License Agreement will be sent to you for signature. Once the signed Program License Agreement is returned to WICKS your software can be shipped.

SPECIAL NOTE: This pricing discount will no longer be honored after 6/30/06. All deposits and required paperwork are due in to WICKS prior to the deadline for discounts to be in effect.

To add Order Express/Invoice
Express to your order - see EDI
Agreement attached!

Donna Sue Jordan
Media Software Sales Manager

251-968-6103 Direct Phone Line
770-234-5452 Direct Fax Line

To place your order:
Step 1 - Fax this signed document to:
770.234.5452 or
334.749.5666

Step 2 - Send Deposit to:
Wicks Broadcast Solutions
Southeast Office
Attention: Contracts Administrator
508 South 7th Street - Opelika, AL (36801)
P.O. Box 3078 - Opelika, AL 36803
800.932.1533 toll free