

## **ASSET PURCHASE AGREEMENT**

**THIS ASSET PURCHASE AGREEMENT** (this “Agreement”) is made this 19<sup>th</sup> day of July 2023 (the “effective date”) by and between **BEASLEY MEDIA GROUP, LLC**, a Delaware Limited Liability Company (“BMG”), **Beasley Media Group Licenses, LLC** (“BMGL” and together with BMG “SELLER”) and **RADIO TRAINING NETWORK, INC.**, a Georgia Non-Profit Corporation (hereinafter “BUYER”) each a “Party” and collectively the “Parties”.

### **RECITALS:**

- A. BMGL holds the FCC license for FM translator W270CY, Augusta, GA (Facility ID #144142) (hereinafter “SELLER Translator or “Station”).
- B. Subject to prior FCC Consent, SELLER desires to assign to BUYER, and BUYER desires to acquire from SELLER the Translator Assets in accordance with all the terms and subject to the conditions set forth in this agreement.

**NOW THEREFORE**, in consideration of the Recitals and mutual covenants, conditions and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

### **ARTICLE I**

#### **DEFINITIONS**

**1.1 Definitions:** Except as specified otherwise, when used in this agreement, the following terms shall have the meanings specified:

“**Agreement**” shall mean this Asset Purchase Agreement, together with the Schedules and Exhibits attached hereto, as the same shall be amended from time to time in accordance with the terms hereof;

“**Closing**” shall mean a time and place mutually agreeable to Buyer and Seller on the Closing Date at which time the transactions contemplated by this Agreement shall be consummated as indicated herein;

“**Closing Date**” shall mean (1) unless waived by Buyer, the date five days after the FCC Consent shall have become a Final Order. The Closing shall be deemed effective at 12:01AM on the Closing Date;

**“Excluded Assets”** shall mean: (a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments; and (b) all tangible and intangible personal property of Seller used and useful in its operation of its broadcast stations other than the Station, the FCC authorizations related thereto, and all files, documents and records relating to the operation thereof;

**“FCC”** shall mean the Federal Communications Commission;

**“FCC Consent”** for or related to the SELLER Translator shall be action by the FCC granting its consent to the assignment of the FCC license for the Station from BMGL to BUYER;

**“Final Order”** shall mean an FCC approval or grant of the assignment as contemplated in this Agreement which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated;

**“Lien”** shall mean any mortgage, deed of trust, pledge, hypothecation, security interest, encumbrance, claim, lien, lease (including any capitalized lease) or charge of any kind, whether voluntarily incurred or arising by operation of law or otherwise, including any agreement to give or grant any of the foregoing, any conditional sale or other title retention agreement and the filing of or agreement to give any financing statement under the Uniform Commercial Code of the State of South Carolina or comparable law of any jurisdiction;

**“Modification Application”** shall have the meaning set forth in Section 3.2;

**“Person”** shall mean any natural person, general or limited partnership, corporation, limited liability company, or other entity;

**“Partial Sublease”** shall mean an agreement between Seller and Buyer pursuant to which Seller agrees to sublease to Buyer its rights under that certain Tower License Agreement between Seller’s affiliate, Beasley Family Towers, and Seller dated March 31, 2021 to use space on ASR # 1010601 and a portion of the ground space used by Seller for the Station’s transmission facilities which is substantially in the form of **Schedule E**.

**“Schedules”** shall mean those schedules referred to in this Agreement which have been delivered concurrently with the execution of this Agreement;

**“SELLER Equipment”** shall mean any item listed in Schedule B;

**“Station License”** shall mean the license issued by the FCC to BMGL for the operation of the SELLER Translator as listed in Schedule A;

**“Station Records”** shall mean files and records, including technical information and engineering data, and FCC logs relating to the SELLER Translator; provided, however, that the SELLER Records shall not include the financial records of SELLER or records of other businesses or activities of SELLER.

**“Structural Analysis”** shall mean a study paid for by Buyer to determine if the facilities proposed in the Modification Application to operate on ASR #1022439 is feasible and if such use requires additional work on the tower. Seller agrees to cooperate with Buyer by providing in a timely manner information in its control which is needed for completion of the study.

**“Translator Assets”** shall mean (a) the Station License and the Station Construction Permit (referenced in Section 3.2 below), (b) the SELLER Equipment, (c) the Station Records; and (d) the Partial Sublease. Translator Assets shall not include the Excluded Assets;

**1.2 Singular / Plural – Gender:** Where the context so requires or permits, the use of the singular form includes the plural, and the use of the plural form includes the singular, and the use of the gender includes any and all genders. Except as specifically set forth herein, all Section and Article references are to Sections and Articles of this agreement.

## **ARTICLE II**

### **PURCHASE AND SALE**

**2.1 Purchase and Sale:** At the Closing on the Closing Date, and upon all of the terms and subject to all of the conditions of this Agreement, SELLER shall sell, assign, convey, transfer and deliver to BUYER, and BUYER shall purchase from SELLER all of SELLER’s right, title and interest, legal and equitable, in and to the Translator Assets.

**2.2 Consideration:** The purchase price for the Translator Assets shall be as follows:

- (a) Upon the execution of this Agreement, BUYER, Seller and Fowler Media Consulting, LLC (“Escrow Agent”) shall enter into an Escrow Agreement in the form attached as Schedule C pursuant to which Buyer shall deposit the amount of Fifteen Thousand Dollars (\$15,000.00) (“Escrow Deposit”) by bank

draft, transfer or certified check as a good faith deposit against the Purchase Price (as provided below). On the Closing Date, Escrow Agent shall release and deliver to SELLER the Escrow Deposit.

- (b) On the Closing Date, the BUYER will pay to SELLER the amount of \$285,000.00 (Two Hundred Eighty-Five Thousand dollars) in immediately available funds by bank draft, transfer or certified check.

## **2.3 Closing Date Deliveries**

**2.3.1** At the Closing on the Closing Date, SELLER shall deliver, or cause to be delivered, to BUYER properly executed and delivered as of the Closing Date: (i) an assignment and assumption of the Station License and the construction permit issued by the FCC with the grant of the Modification Application, (ii) a Bill of Sale for SELLER Equipment, (iii) an assignment and assumption of the Existing Tower Lease; (iv) a New Tower License Agreement and (v) any other documentation reasonably requested by Buyer or Seller. Upon completion of the Closing, SELLER shall file a notice of consummation with the FCC.

**2.3.2** At the Closing on the Closing Date BUYER shall deliver or cause to be delivered to SELLER (i) an assignment and assumption of the Station License and the construction permit issued by the FCC with the grant of the Modification Application; (ii) an assignment and assumption of the Existing Tower Lease Agreement; (iii) the Purchase Price; and (iv) the New Tower License Agreement.

## **2.4 Adjustments to Purchase Price:**

- (a) Prorations: At the Closing the parties shall make all necessary prorations included but not limited to taxes, rent and utility charges.
- (b) Disputes: In the event of any disputes between the parties as to any adjustments under this Section, the amounts not in dispute will be paid at the time provided herein and the dispute will be resolved by an independent Certified Public Accountant ("CPA") who shall be jointly selected by the parties within (30) thirty days after the Closing or after the final settlement on prorations, as the case may be. The decision of the CPA will be binding on each of the parties and enforceable by a court of competent jurisdiction. The fees and expenses of the CPA will be paid one-half by BUYER and one-half by SELLER.

**2.5 Non-Assumption of Liabilities of SELLER:** BUYER does not and shall not assume or become obligated to pay any debt, obligation of any kind or nature of SELLER or the SELLER Translator, except for the assumed liabilities or other such obligations, debts or charges as are specifically allocated to BUYER elsewhere in this Agreement.

### **ARTICLE III**

#### **GOVERNMENTAL APPROVALS AND CONTROL OF STATION**

**3.1 FCC Consent:** It is specifically understood and agreed by the Parties that the Closing shall be in all respects subject to, and conditioned upon, the receipt of the FCC Consent. The Parties shall prepare and file with the FCC as soon as is practicable, but in no event later than ten (10) business days after the execution of this Agreement, an application with the FCC requesting FCC consent to the Assignment of the Station License. The Parties shall prosecute such applications with all reasonable diligence and take all steps necessary to obtain the requisite FCC Consent.

**3.2 FCC Grant of Construction Permit:** Following the filing of the FCC assignment application, the Buyer shall prepare and file, as the applicant, an application to modify the Station License to relocate the Station's transmission facilities to ASR#1022439 with antenna height, model, and directional pattern provided by BUYER subject to SELLER's reasonable approval (the "Modification Application"). BUYER shall prosecute the Modification Application with the FCC and pay all expenses applicable to the preparation and filing of the Modification Application. It is specifically understood and agreed by the Parties that grant of the Modification Application and shall be a condition to BUYER's obligation to Close.

### **ARTICLE IV**

#### **REPRESENTATIONS AND WARRANTIES OF BUYER**

BUYER represents and warrants to SELLER (which representations and warranties shall survive the Closing for a period of nine (9) months from the Closing Date) as follows:

**4.1. Organization:** BUYER is a Non-Profit Corporation organized and validly existing in State of Georgia. BUYER has the power and authority to own, lease and operate the Translator Assets and to conduct business as it is now being conducted. BUYER has the full corporate power to purchase the SELLER Purchased Assets pursuant to this agreement.

**4.2. Authorization; Enforceability:** The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by BUYER are within the power of BUYER and have been approved by all necessary corporate action. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by BUYER,

the valid and binding obligations of BUYER, enforceable against BUYER in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect effecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

**4.3.** BUYER is qualified to hold the Station License and file the Modification Application under the Communications Act and the rules, regulations and published policies of the FCC as they exist on the date of this Agreement. There are no facts that would, under the Communications Act of 1934, as amended, or the rules, regulations and published policies of the FCC disqualify Buyer as an assignee of the Station License or as the owners and operator of the Station under its current or contemplated modified facilities or that would reasonably be expected to delay the FCC's processing of the assignment application.

**4.4. Representations as of the Closing Date:** BUYER's representations and warranties set forth in this Agreement shall be true and correct on and as of the Closing Date.

## **ARTICLE V**

### **REPRESENTATIONS AND WARRANTIES OF SELLER**

SELLER represents and warrants to BUYER (which representations and warranties shall survive the Closing for a period of nine (9) months from the Closing Date) as follows:

**5.1 Organization:** SELLER is a Delaware corporation. SELLER has the power and authority to own, lease and operate the Translator Assets and to conduct the business of the Station as it is currently being conducted.

**5.2 Authorization; Enforceability:** The execution, delivery and performance of this Agreement and all of the documents and instruments required hereby by SELLER are within the power of SELLER and have been approved by all necessary corporate action. This Agreement is, and the other documents and instruments required hereby will be, when executed and delivered by SELLER, the valid and binding obligations of SELLER, enforceable against SELLER in accordance with their respective terms, subject only to bankruptcy, insolvency, reorganization, moratoriums or similar laws at the time in effect effecting the enforceability or rights of creditors generally and by general equitable principles which may limit the right to obtain equitable remedies.

**5.3 Title to Purchased Assets; Liens and Encumbrances:** SELLER owns good and marketable title to the SELLER Equipment free and clear of any and all Liens.

**5.4 Governmental Authorizations:** BMGL holds, and on the Closing Date BMGL will hold, the Station License. Schedule A includes a true and complete list of the Station FCC licenses.

The Station License is in full force and effect and SELLER is the authorized legal holder thereof. As of the date hereof, no action or proceeding is pending or threatened before the FCC or any other governmental authority to revoke, refuse to renew or modify the Station License.

**5.5 Representations as of the Closing Date:** SELLER's representations and warranties set forth in this Agreement shall be true and correct on and as of the Closing Date, as though such representation and warranties were made as of a specific date.

**5.6 Litigation; Compliance with Law.** Except for proceedings generally applicable to the broadcast industry and the status of FM translators as secondary stations under the FCC's rules, there is no action, suit, investigation, claim, arbitration, proceeding or litigation pending or, to the knowledge of Seller, threatened against or involving the Translator Assets or the operations of the Station, at law or in equity, or before or by any court, arbitrator or federal, state or local governmental authority. Seller has not operated and is not operating the Station under or subject to any order, judgment, decree or injunction of any court, arbitrator or federal, state or local governmental authority. To the knowledge of Seller, Seller has complied in all material respects and is in compliance in all material respects with all laws, ordinances and regulations applicable to the Translator Assets, including the Communications Act of 1934 and the rules, regulations and published policies of the FCC and to the business of Seller regarding the Station.

**5.7 Tangible Personal Property.** Seller owns and has, and will hold on the Closing Date, good and marketable title to the Seller Equipment. The Seller Equipment includes all personal property necessary to conduct the operation of the Station in the manner in which it is currently operated. The Seller Equipment shall be in operating condition at Closing, but otherwise is being transferred to Buyer on an "as is where is" basis without any representation or warranty of condition, fitness for a particular use, merchantability or other warranty.

**5.8 Reports and Records.** All material reports and statements relating to the Station currently required to be filed by Seller with the FCC, and any material reports and statements relating to the Station currently required to be filed by Seller with any other governmental instrumentality have been, or prior to the Closing Date shall be, filed and complied with in all material respects and are true, correct and complete in all material respects.

## **ARTICLE VI**

### **CERTAIN MATTERS PENDING THE CLOSING**

From and after the date of this Agreement and until the Closing (unless otherwise provided herein):

**6.1 SELLER Operations Pending Closing:** SELLER shall, after the date hereof and prior to Closing:

- (a) Operate the SELLER Translator in accordance in all material respects with all applicable FCC requirements, rules and regulations; and
- (b) Not sell, lease, mortgage, pledge or otherwise dispose of any of the Translator Assets except for transactions in the ordinary and regular course of the operation of the SELLER Translator;

**6.2 Cooperation:** BUYER and SELLER will cooperate in all respects in connection with: (a) securing any non-governmental approvals, and (b) giving notices to any governmental authority, or securing the permission, approval, determination, consent or waiver of any governmental authority, required by law in connection with the transfer of the Translator Assets from SELLER to BUYER.

**6.3 Tower License Agreement:** BUYER and SELLER's affiliate, or a successor or assignee of such affiliate, shall enter into a license agreement for use of ASR #1022439 ("New Tower License Agreement") which shall be substantially in the form of the Tower License Agreement attached in Schedule D.

## **ARTICLE VII**

### **CONDITIONS PRECEDENT TO THE OBLIGATIONS OF SELLER**

Each and every obligation of SELLER to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express condition precedent:

**7.1 Compliance with Agreement:** BUYER shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with prior to or at the Closing.

**7.2 Representations and Warranties:** The representations and warranties made by BUYER in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such warranties and representations were made on the Closing Date, except for changes permitted or contemplated by this Agreement.

**7.3 FCC Consent and Grant of FCC Construction Permit for Modified Facility.** The FCC Consent shall have been granted.

**7.4 Deliveries at Closing:** BUYER shall have delivered or cause to be delivered to SELLER any closing documents, each properly executed and dated as of the Closing Date as



required pursuant to Section 2.3 (as applicable) and Buyer shall have paid or stand willing and able to pay the Purchase Price.

Except for receipt of the FCC Consent, which condition may not be waived, if any of the conditions set forth in this Article VII have not been satisfied, SELLER may in its sole discretion nevertheless, elect to proceed with the consummation of the transactions contemplated hereby.

## **ARTICLE VII**

### **CONDITIONS PRECEDENT TO THE OBLIGATIONS OF BUYER**

Each and every obligation of BUYER to be performed on the Closing Date shall be subject to the satisfaction prior to or at the Closing of the following express condition precedent:

**8.1 Compliance with Agreement:** SELLER shall have performed and complied in all material respects with all of its obligations under this Agreement which are to be performed or complied with prior to or at the Closing.

**8.2 Representations and Warranties:** The representations and warranties made by SELLER in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as though such warranties and representations were made on the Closing Date, except for changes permitted or contemplated by this Agreement.

**8.3 Deliveries at Closing:** SELLER shall have delivered or cause to be delivered to BUYER any closing documents, each properly executed and dated as of the Closing Date as required pursuant to Section 2.3 to include The New Tower Lease Agreement which shall have been finalized.

**8.4 Absence of Investigations and Proceedings:** Except for governmental investigations relating to the broadcast industry, generally there shall be no decree, judgment, order, or litigation at law or in equity, no arbitration proceedings, and no proceedings before or by any commission, agency or other administrative or regulatory body or authority pending to which SELLER is a party and to which the SELLER Translator or SELLER Purchased Assets are subject, including any with respect to condemnation, zoning, use or occupancy, which would materially adversely affect the ability of BUYER to operate the SELLER Translator or to use or acquire the SELLER Purchased Assets in the same manner as operated and used by SELLER. Without limiting the generality of the foregoing, no action or proceeding shall be pending before the FCC or any governmental authority to revoke, modify in any material respect or refuse to renew the SELLER Construction Permit. No suit, action or other proceeding shall be pending before any court or governmental authority in which it is

sought to restrain or prohibit, or obtain any damages or other relief in connection with, this Agreement or the consummation of the transactions contemplated hereby.

**8.5 FCC Consents:** The FCC Consent shall have been granted, and shall, at Closing, be a Final Order, unless waived by BUYER, and in full force and effect and shall contain no provision materially adverse to BUYER. The Modification Application shall have been granted and a construction permit issued. All other authorizations, consents and approvals of any kind and all governmental regulatory authorities necessary in conjunction with the consummation of the transactions contemplated by this Agreement shall have been obtained and be in full force and effect.

Except for receipt of the FCC Consent, which condition may not be waived, if any of the conditions set forth in this Article VII have not been satisfied, BUYER may in its sole discretion nevertheless, elect to proceed with the consummation of the transactions contemplated hereby.

**8.6 Structural Analysis.** The Structural Analysis shall have been completed.

## **ARTICLE IX**

### **TERMINATIONS; REMEDIES; MISCELLANEOUS**

**9.1 Entire Agreement; Amendment; and Waiver:** This Agreement and the documents required to be delivered pursuant hereto constitute the entire agreement between the Parties pertaining to the subject matter hereof, and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth or referenced herein. No amendment, supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision of this Agreement, whether or not similar, unless expressly provided.

**9.2 Expenses:** Except as otherwise specifically provided herein, whether or not the transactions contemplated by this Agreement are consummated, each of the Parties shall pay the fees and expenses of its respective counsel, accountants and other experts incident to the negotiation, drafting and execution of this Agreement and consummation of the transactions contemplated hereby. Fowler Media Consulting, LLC is representing BUYER and BUYER shall be solely responsible for payment of all fees owed to Fowler Media Consulting, LLC.

**9.3 Benefit; Assignment:** This Agreement shall be binding upon and endure to the benefit of and shall be enforceable by SELLER and BUYER and their respective proper successors

and assigns. This Agreement (and any rights, obligations or liabilities hereunder) may not be assigned or delegated in whole or in part by any party without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed provided, however, either Party may assign this Agreement to an entity wholly owned by such party, provided such party continues to be fully obligated hereunder.

**9.4 Notices:** All communications or notices required or permitted under this Agreement shall be in writing and deemed to have been given (i) on the date of personal delivery to an officer of the other party, or (ii) if sent by electronic means, on the date of such confirmed transmission, provided a copy is also sent by commercial overnight delivery service, prepaid, at the mailing address below, unless such address is changed by written request:

**If to Buyer:** James L. Campbell, President  
Radio Training Network, Inc.  
5015 South Florida Avenue #230  
Lakeland, FL 33813  
Email: gosrad@aol.com

**With a copy to:** A. Wray Fitch, Director  
Gammon & Grange, P.C.  
1945 Old Gallows Road #650  
Tysons, VA 22182  
Email: awf@gg-law.com

**If to Seller:** Brian E. Beasley, EVP & COO  
Beasley Media Group, LLC  
3033 Riviera Drive #200  
Naples, FL 34103  
Email: Brian@bbgi.com

**With a copy to:** Sally Buckman, Esq.  
Lerman Senter, PLLC  
2001 L. Street N.W. #400  
Washington, DC 20036  
Email: sbuckman@lermansenter.com

**9.5 Counterparts; Headings:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts shall together constitute but one in

the same Agreement. This Agreement may be executed and delivered in counterpart signature pages executed and delivered by electronic means, and any such counterpart executed and delivered via electronic means shall be deemed an original for all intents and purposes. The Table of Contents and Article and Section headings in this Agreement are inserted for convenience of reference only and shall not constitute a part thereof.

**9.6 Judicial Interpretation:** Should any provision of this Agreement require judicial interpretation, the parties hereto agree that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by the reason of the rule of construction that a document is to be construed more strictly against the party which itself or through its agent prepared the same, it is being agreed that the agents of each party have participated in the preparation hereof.

**9.7 Saturdays, Sundays and Legal Holidays:** If the time period by which any acts or payments required hereunder must be performed or paid expenses on a Saturday, Sunday or Legal Holiday, then such time period shall be automatically extended to the close of business on the next regularly scheduled business day.

**9.8 Governing Law:** This Agreement shall be construed and interpreted according to the laws of the State of Delaware, without regard to the conflict of law principles thereof.

**9.9 Cure Period:** No breach shall become a material breach unless the breaching party fails to remedy such breach within (5) five business days of written notice of breach.

**9.10 Time is of the Essence of This Agreement.** If the FCC has refused or failed to grant the Assignment Application within nine (9) months of the date of filing of the application for assignment thereof, either party may terminate this Agreement by giving the other party ten (10) days' prior written notice of such intent by overnight national courier service, provided that the FCC has not granted its consent to Station's license assignment within such 10-day period, and provided further that the party seeking cancellation is not in material breach of this Agreement.

**9.11 Termination:** This Agreement may be terminated by either party (i) in the event of a default or Material breach of warranty by the other party, (ii) under Section 9.10 if the FCC does not timely approve the Assignment Application, or (iii) if the FCC Consent has been issued but the Closing does not take place on or before the first anniversary of the date of this Agreement. This Agreement may also be terminated by either Buyer or Seller upon written notice to the other if the Structural Analysis states that modifications to the tower are required to support the addition of an antenna for the Station and neither Seller nor Buyer agrees to make the required modifications. If the Agreement is

terminated by either party in accordance with the preceding sentence and Buyer is not otherwise in default of its obligations hereunder, the Escrow Deposit shall be returned to Buyer.

**9.11.1** Seller acknowledges that the Translator Assets are unique assets not readily obtainable on the open market and that, in the event that Seller fails to perform its obligation to consummate the transaction contemplated hereby, money damages alone will not be adequate to compensate BUYER for its injury. Therefore, SELLER agrees and acknowledges that in the event of SELLER's failure to perform its obligation to consummate the transaction contemplated hereby, BUYER's sole remedy shall be to seek specific performance of the terms of this Agreement.

**9.11.2** If this Agreement is terminated by Seller pursuant to Section 9.11 (i) or Section 9.11 (ii) as a result of an action or failure to act by Buyer then Seller shall be entitled to receive the Escrow Deposit as liquidated damages and not as a penalty ("Liquidated Damages Amount") and receipt of such Liquidated Damages Amount shall be Seller's sole remedy at law or in equity if the Closing does not occur.

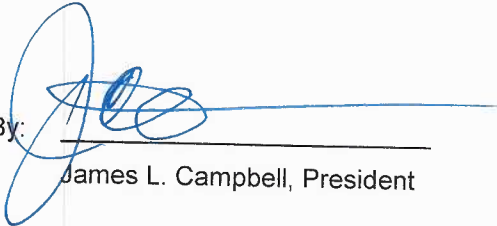
**9.12 Use of SELLER's Existing Tower Site.** The Parties acknowledge and agree that BUYER shall have the right to use SELLER's existing tower site during the period following Closing until the facilities authorized pursuant to the Modification Application are constructed. Such use shall be in accordance with the terms and conditions of the Partial Sublease; provided that BUYER shall have the right to terminate such Partial Sublease upon 30 days' notice and shall be obligated to remove all of its equipment located at the existing tower site no later than the effective date of such termination.

*[Remainder of page intentionally left blank]*

*SIGNATURE PAGE FOLLOWS*

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the day and year first above written.

**RADIO TRAINING NETWORK, INC.**

By:   
James L. Campbell, President

**BEASLEY MEDIA GROUP, LLC**

By: \_\_\_\_\_  
Caroline Beasley, CEO

**BEASLEY MEDIA GROUP LICENSES, LLC**

By: \_\_\_\_\_  
Caroline Beasley, CEO

**IN WITNESS WHEREOF**, the parties have executed this agreement as of the day and year first above written.

**RADIO TRAINING NETWORK, INC.**

By: \_\_\_\_\_  
James L. Campbell, President

**BEASLEY MEDIA GROUP, LLC**

By: Caroline Beasley  
Caroline Beasley, CEO

**BEASLEY MEDIA GROUP LICENSES, LLC**

By: Caroline Beasley  
Caroline Beasley, CEO