

LICENSE AND ASSET TRANSFER AGREEMENT

This License and Asset Transfer Agreement is made this _____ (day) of _____ (month) 2003, by and between Ferrum College (“Transferor”) and Virginia Tech Foundation, Inc. (“Transferee”).

W I T N E S S E T H:

WHEREAS, Transferor is the Federal Communications Commission (“FCC”) licensee of noncommercial educational radio Station WFFC (FM), Channel 210, 89.9 MHz (the “Station”); and

WHEREAS, Transferor desires to transfer the Station license and related Station assets to Transferee, and Transferee desires to accept the transfer of the Station license and related Station assets from Transferor;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Transferee and Transferor, intending to be legally bound, hereby agree as follows:

1. Items Transferred. Subject to the approval of the FCC and to the terms and conditions hereof, Transferor agrees to transfer and Transferee agrees to accept all right, title and interest in the following assets (collectively referred to in this Agreement as the “Transferred Assets”), all of which are free and clear of any and all liens and encumbrances of any nature whatsoever:

a. FCC Authorizations. The FCC authorizations issued by the FCC to Transferor in connection with the business or operations of the Station, as listed in Exhibit A hereto; and

b. Tangible Assets. The fixed assets and personal property used or useful in the operation of the Station as listed in Exhibit B hereto.

c. Intangible Assets. All copyrights, trademarks, tradenames, service marks, technical information and data and other similar intangible property rights and interests, if any, including the call signs of the Station (and any goodwill associated with any of the foregoing) issued to or owned by Transferor and used or useful in the business and operations of the Station; and

d. Records. All records required by the FCC to be kept by the Station.

2. Consideration. The consideration for the transfer of the Transferred Assets by Transferor to Transferee shall be Ten Dollars (\$10.00) and those mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged.

3. Post-Closing Obligations. For so long as Transferee is the licensee of the Station, Transferee shall use the Station (i) to preserve the highest quality public radio programming for the Franklin County, Virginia area; and (ii) to serve the needs and interests of the community of license, Ferrum, Virginia, and surrounding areas within the WFFC coverage area. For a period of five (5) years after the effective date of this Agreement, Transferee shall also make reasonable efforts to (i) enhance the vocational experiences of Transferor students through exposure to

Transferee's operation of the Station; (ii) in consultation with Transferor, establish internships, workshops, and part-time employment opportunities for Transferor students desiring to participate in the operation of the Station; and (iii) acknowledge, in appropriate ways, including on-air acknowledgements, Transferor and its collaboration with Transferee that made possible the programming service provided over the Station, as set forth in more detail in Exhibit C.

4. Operation of Station.

a. From the date hereof to the Closing Date, Transferor will continue to operate the Station in the ordinary course. The parties acknowledge and agree, however, subject to Transferor's supervision and control as FCC licensee and to the terms of the Programming Agreement by and between the parties dated January 6, 2003, Transferee may serve as programmer of the Station.

b. Transferor covenants that from the date hereof to the Closing Date it will (i) maintain, preserve and keep the Transferred Assets and technical facilities of the Station in good repair, working order and condition; (ii) pay all liabilities and obligations pertaining to the Station, the Transferred Assets and technical facilities of the Station that become due and payable in the ordinary course of business, including all valid and due taxes, assessments and government charges upon or against the Transferred Assets and technical facilities or the operations of the Station; and (iii) comply with all valid and applicable statutes, rules and regulations, the violation of which would materially and adversely affect the Transferred Assets and technical facilities or operations of the Station. Transferor will not, without the prior written consent of Transferee: (i) make any sale, assignment, transfer, or other conveyance of any of the Transferred Assets and technical facilities of the Station; (ii) subject any of the Transferred Assets or any part thereof and technical facilities of the Station to any mortgage, pledge, security interest, or lien; or (iii) enter into any agreement, license, lease or other arrangements with respect to the Station and technical facilities or the Transferred Assets, or amend any existing agreements, licenses or leases with respect thereto, except in the ordinary course of business.

5. FCC Approval.

a. FCC Approval Required. Consummation of the transfer provided for herein is conditioned upon the FCC having given its consent in writing, without any condition materially adverse to Transferee or Transferor, to the assignment from Transferor to Transferee of all FCC authorizations of Transferor relating to and operation of the Station and said consent having become a "Final Order." For purposes of this Agreement, "Final Order" means an action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay, and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired. Transferor and Transferee may mutually agree to waive the requirement that said consent shall have become a Final Order prior to consummation of the transaction.

b. Filing of FCC Application. The parties agree to proceed as expeditiously as practical to prepare an application requesting FCC consent to the transaction herein set forth, and to file said application (i.e., FCC Forms 314 and 340) with the FCC not later than October 31,

2003. The parties agree that said Application will be prosecuted in good faith and with due diligence. Transferee shall bear its own expenses and Transferor's expenses incurred in the preparation, filing, and prosecution of the assignment application, provided, however, that any additional expenses relating only to Transferor's portion totaling more than \$750 are necessary, reasonable and approved in advance by Transferee.

6. Closing Date and Place. The Closing shall take place within fifteen (15) days of the date of the FCC's consent to the assignment of the Station to Transferee becomes a Final Order (as defined in paragraph 5.a. herein), or, in the event that the parties waive the condition of a Final Order, within thirty (30) days of the date of the FCC's consent, provided the other conditions specified in this Agreement shall have been met, such date to be mutually agreed on by the parties, but within the effective period of the FCC's consent (the "Closing Date"). The Closing will take place by mail or by overnight courier, except that Transferee and Transferor may select, by mutual agreement, another place and means for the Closing.

7. Transferor's Representations and Warranties. Transferor represents, warrants, and covenants to Transferee as follows:

a. Organization and Standing. Transferor is a legally formed and constituted public educational institution, in good standing under the laws of the Commonwealth of Virginia, and possesses all corporate power necessary to own and operate Station and to carry out the provisions of this Agreement.

b. Authorization and Binding Obligation. On the Closing Date, the execution, delivery, and performance of this Agreement by Transferor will have been duly authorized by all necessary actions on the part of Transferor. Pending board approval, this Agreement has been duly executed and delivered by Transferor and, as of the date of board approval, will constitute the legal, valid, and binding obligation of Transferor, enforceable against Transferor in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

c. Current and Valid FCC Authorizations. Transferor on the Closing Date will hold current and valid authorizations from the FCC, which are necessary for Transferor to own and operate the Station. No action or proceeding is pending or, to the knowledge of the Transferor, threatened, or on the Closing Date will be threatened or pending, before the FCC or other governmental or judicial body, for the cancellation, or material and adverse modification, of Station's authorizations.

d. Absence of Conflicting Agreements. Subject to obtaining FCC Approval, the execution, delivery, and performance by Transferor of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with the Articles of Incorporation or Bylaws of the Transferor; (ii) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Transferor; (iii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms

of, any agreement, instrument, license, or permit to which Transferor is a party or by which Transferor may be bound, such that Transferor could not sell and convey the Transferred Assets to Transferee.

e. Good Title to Properties. Transferor has, and on the Closing Date will have, clear title and ownership, free of all liens, encumbrances or hypothecations, of all Transferred Assets being assigned to Transferee, as well as the Station's technical facilities.

f. Claims and Litigation. There is no claim or litigation or proceeding pending or, to the Transferor's knowledge, threatened which affects the title or interest of Transferor to or in any of the Transferred Assets being assigned to Transferee or the Station's technical facilities, or which would prevent or adversely affect the ownership, use, or operation of the Station by Transferee.

g. Disclosure. No representation or warranty made by Transferor in this Agreement, or any statement or certificate furnished by, or to be furnished by, Transferor to Transferee pursuant hereto, or in connection with the transaction contemplated hereby, contains, or will contain, any untrue statement of a material fact, or omits, or will omit, to state a material fact necessary to make the statements contained therein not misleading.

8. Transferee's Representations and Warranties. Transferee represents, warrants, and covenants as follows:

a. Organization and Standing. Transferee is a legally formed and constituted nonprofit organization in good standing under the laws of the Commonwealth of Virginia, and possesses all corporate power necessary to own and operate Station and to carry out the provisions of this Agreement.

b. Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Transferee have been duly authorized by all necessary actions on the part of Transferee. This Agreement has been duly executed and delivered by Transferee and constitutes the legal, valid, and binding obligation of Transferee, enforceable against Transferee in accordance with its terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

c. Absence of Conflicting Agreements. Subject to obtaining FCC Approval, the execution, delivery, and performance by Transferee of this Agreement and the documents contemplated hereby (with or without the giving of notice, the lapse of time, or both): (i) will not conflict with the Certificate of Incorporation or Bylaws of Transferee; (ii) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality applicable to Transferee; (iii) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Transferee is a party or by which Transferee may be bound, such that Transferee could not acquire the Transferred Assets or operate the Station.

d. Transferee's Qualifications. Transferee is legally, financially and otherwise qualified to be the licensee of and acquire, own and operate the Station under the Communications Act of 1934, as amended, and the rules, regulations and policies of the FCC. Transferee knows of no fact that would, under existing law and the existing rules, regulations, policies and procedures of the FCC disqualify Transferee as assignee of the FCC Licenses or as the owner and operator of the Station.

e. Disclosure. No representation or warranty made by Transferee in this Agreement, or any statement or certificate furnished to or to be furnished by the Transferee to Transferor pursuant hereto, or in connection with the transactions contemplated hereby contains, or will contain, any untrue statement of a material fact or omits, or will omit, to state a material fact necessary to make the statement contained therein not misleading.

9. Risk of Loss. Risk of loss, damage, or destruction to the Transferred Assets to be sold and conveyed hereunder shall be upon the Transferor until the Closing Date, and after Closing upon the Transferee.

10. Access to Information. Transferor shall accord access, during normal business hours prior to Closing, to Transferee or its designated representatives to review Transferor's Transferred Assets and technical facilities which pertain to the Station. After execution of this Agreement and until Closing, Transferor shall affirmatively and promptly disclose to Transferee any material matters affecting the Station, including claims made and contract obligations to be entered into by Transferor.

11. Brokers. Transferee and Transferor hereby represent and warrant to the other that neither is bound nor obligated to pay any sales commission, brokers or finders fees in connection with the transaction contemplated herein.

12. Indemnification by Transferor. To the extent permitted by law, Transferor shall indemnify and hold harmless Transferee against and in respect of:

a. Operations Prior to Closing. Any and all liabilities, obligations, claims, and demands arising prior to the Closing Date out of: Transferor's operation of the Station or ownership of the Transferred Assets, Transferor's right to own or operate the Station (including, but not limited to, claims related to compliance with FCC rules and regulations), any breach by Transferor of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Transferor herein.

b. Defense. Should any claim covered by the foregoing indemnity be asserted against Transferee, Transferee shall notify Transferor promptly and give it an opportunity to defend the same and Transferee shall extend reasonable cooperation to Transferor in connection with such defense. In the event that Transferor fails to defend the same within a reasonable time, Transferee shall be entitled to assume, but need not assume, the defense thereof and Transferor shall be liable to repay Transferee for all damages suffered by Transferee and all of its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney fees and settlement payments).

13. Indemnification by Transferee. To the extent permitted by law, Transferee shall indemnify and hold harmless Transferor against and in respect of:

a. Operations after Closing. Any and all liabilities, obligations, claims, and demands arising after the Closing Date out of: Transferee's operation of the Station or Transferee's ownership of the Transferred Assets (including, but not limited to claims related to compliance with FCC rules and regulations) the breach or non-performance by Transferee of contractual commitments assumed by Transferee hereunder, or any other operations of Transferee after the Closing Date, or any breach by Transferee of this Agreement or any inaccuracy in or breach of any representation, warranty, or covenant made by Transferee herein.

b. Defense. Should any claim covered by the foregoing indemnity be asserted against Transferor, Transferor shall notify Transferee promptly and give it an opportunity to defend the same, and Transferor shall extend reasonable cooperation to Transferee in connection with such defense. In the event Transferee fails to defend the same within a reasonable time, Transferor shall be entitled to assume, but need not assume, the defense thereof, and Transferee shall be liable to repay Transferor for all damages suffered by Transferor and all its expenses reasonably incurred in connection with such defense (including, but not limited to, reasonable attorney fees and settlement payments).

14. Conditions Precedent to Transferee's Obligation to Close. Transferee shall not be obligated to close under this Agreement unless and until the following conditions have been met:

a. The FCC shall have given its consent to the assignment of FCC authorizations to operate the Station from Transferor to Transferee.

b. Transferor shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or as of the Closing Date.

c. Transferor shall hold a valid, current, and unexpired license for the Station.

d. Transferor shall have executed and delivered to Transferee, on or before the Closing Date, a Transmitter Site and Studio Space Lease Agreement, in the form reflected in Exhibit D hereto, with respect to the transmitter site, studio space and any fixed assets and technical facilities of the Station that are necessary for the operation of the Station, but that are not included in the Transferred Assets.

e. The representations and warranties of Transferor set forth in this Agreement, including but not limited to receipt of appropriate board approval, shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

15. Conditions Precedent to Transferor's Obligation to Close. Transferor shall have no obligation to close this Agreement unless and until the following conditions precedent are met:

a. The FCC shall have given its consent to the assignment of FCC authorizations to operate the Station from Transferor to Transferee, and

b. Transferee shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by it, prior to or at the Closing Date.

c. The representations and warranties of Transferee as set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

16. Transferee's Performance at Closing. At the Closing, Transferee will deliver to Transferor such instruments as Transferor may reasonably require in order to consummate the transactions provided for in this Agreement.

17. Transferor's Performance at Closing. At the Closing, Transferor shall:

a. Deliver to Transferee the FCC authorizations for the Station, together with such assignments of the same as Transferee may reasonable require.

b. Deliver to Transferee such assignments and further instruments of conveyance as Transferee may reasonably require to effectuate the assignment from Transferor to Transferee of the Station and Transferred Assets being conveyed and assigned herein.

18. Survival of Warranties. All representations, warranties, and covenants made by the parties in this Agreement shall be deemed made for the purpose of inducing the other to enter into this Agreement and shall survive the Closing and remain operative in full force and effect regardless of any investigation at any time and shall not be deemed merged into any document or instrument executed or delivered at the Closing.

19. No Assignment. This Agreement may not be assigned by either party without the other party's prior written consent.

20. Specific Performance. The parties recognize the uniqueness of the Station and the Transferred Assets, authorizations, and attributes that are associated with its operation, and for that reason agree that Transferee shall have the right to specific performance of this Agreement upon default of Transferor. Election by Transferee of this equitable right of specific performance shall not be in lieu of any claim to damages.

21. Termination.

(a) Termination by Transferor. This Agreement may be terminated by Transferor and the purchase and sale of the Transferred Assets abandoned, if Transferor is not then in material default, upon written notice to Transferee, upon the occurrence of any of the following:

(i) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Transferee set forth in this Agreement have not been satisfied or waived in writing by Transferor.

(ii) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Transferor, that would prevent or make unlawful the Closing.

(iii) Upset Date. If the Closing shall not have occurred by March 31, 2004.

(b) Termination by Transferee. This Agreement may be terminated by Transferee and the purchase and sale of the Station abandoned, if Transferee is not then in material default, upon written notice to Transferor, upon the occurrence of any of the following:

(i) Conditions. If, on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Transferor set forth in this Agreement have not been satisfied or waived in writing by Transferee.

(ii) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Transferee, that would prevent or make unlawful the Closing.

(iii) Upset Date. If the Closing shall not have occurred by March 31, 2004. If this Agreement is terminated pursuant to subsection (a) or (b) above and neither party is in material breach of any provision of this Agreement, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Transferred Assets

22. Notices. Any notices, requests, demands, or consents required or permitted to be given under this Agreement shall be in writing and may be served personally, by prepaid registered mail (return receipt requested), or private mail service (such as Federal Express or UPS) to the following addresses, or to such other address as either party may hereafter designate for itself:

If to Transferor: Ferrum College
P.O. Box 1000
Ferrum, VA 24088
Attn: Director of Institutional Advancement

If to Transferee: WVTF Public Radio
3520 Kingsbury Lane
Roanoke, VA 24014
Attn: General Manager

Notice shall be deemed given upon actual receipt.

23. Further Assurances. Each of the parties hereto shall execute and deliver to the other party hereto such other instruments as may be reasonably required in connection with the performance of this Agreement.

24. Construction. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

25. Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties with respect to the sale and purchase of the Transferred Assets to be sold and purchased hereunder and may not be changed or terminated orally, and no attempted change, termination, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

26. Counterparts. This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement.

27. Right of First Refusal. During the Term of the Transmitter Site and Studio Space Lease Agreement referenced in Section 14(d) above, if Transferee should choose to transfer the Station's license and assets used and useful in the operation of the Station, excepting main studio premises, to a third party, then Transferor shall have a first right of refusal to acquire the Station. Transferee shall first offer to transfer the Station on the same terms as the third party agreement to Transferor. Transferor shall then have 30 business days within which to accept the offer on those terms or to approve the transfer to the third party (such approval not to be unreasonably withheld). If Transferor does not elect to accept the offer, Transferee may then transfer the Station, as proposed and as approved by Transferor. Moreover, it is explicitly agreed that the right of first refusal created by this Paragraph shall not apply in the case of a transfer of control of Transferee occasioned by the periodic election or appointment of new governing board members, or a transfer of the Station license to a subsidiary or affiliate of the Virginia Tech Foundation, Inc. or Virginia Tech. Notwithstanding the foregoing, should Transferee assign the Station to the third party during the Term of the Transmitter Site and Studio Space Lease Agreement, such third party must agree to be bound in writing by Transferor's obligations in Section 3 of this Agreement. It is explicitly agreed that the right of first refusal set forth in this Section 27 shall not apply if the Transmitter Site and Studio Space Lease expires pursuant to its terms or is terminated.

28. License Surrender. For a period of eight (8) years after the Closing Date, if Transferee should determine that it would best serve its interests to surrender the Station license to the FCC, it shall first offer the Station license to Transferor. Transferor shall have 30 business days within which to accept the offer. If Transferor does not elect to accept the offer, Transferee may surrender the Station license to the FCC.

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

TRANSFEROR

By: _____

Title: _____

TRANSFEEE

By: _____

Title: _____

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

TRANSFEROR

By: *J. Mark ...*
Title: President

TRANSFeree

By: _____

Title: _____

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

TRANSFEROR

By: _____

Title: _____

TRANSFeree

By: Raymond S. Smith

Title: Chief Operating Officer and Secretary/Treasurer

EXHIBIT A: FCC Authorizations

FCC File No. BLED 19890201KF, granted 09/29/1989, as renewed by FCC File No. BRED-20030530AAV.

EXHIBIT B: Schedule of Assets

1-Broadcast Electronics 100 Watt FM Transmitter

2-Shivley 2-Bay low power FM Antenna

3-Approximately 60 feet of Cablewave 50 Ohm 7/8 inch Transmission Line

4- Optimod 8000a Stereo Generator

EXHIBIT C – Consideration: Acknowledgments:

Transferee will air underwriting announcements on WVTF Public Radio* at an average of seven (7) per week for a total of three hundred fifty (350) announcements per year for five years. Valuation for these announcements in 2003 is \$4500. The five (5) year total value of these announcements exceeds \$22,500.

Transferee will identify WFFC every hour as “WFFC, (89.9 FM), Ferrum” in accordance with FCC station identification rules.

Transferee will identify the RADIO IQ programming service on WFFC as a collaboration of Ferrum College with Virginia Tech at a minimum of five (5) and a maximum of twenty-four (24) times daily for a period of five years, or as long as the RADIO IQ service is being programmed, whichever event occurs first.

***At the discretion of Ferrum College, these weekly announcements may be apportioned to both WFFC and WVTF. WVTF and WFFC announcements can have different copy, and Ferrum College may change the announcement allotments per station by giving a two (2) week notice to WVTF.**

Exhibit D -- Form of Transmitter Site and Studio Space Lease Agreement

TRANSMITTER SITE AND STUDIO SPACE LEASE AGREEMENT

THIS TRANSMITTER SITE AND STUDIO SPACE LEASE AGREEMENT (the "Lease") is made as of the _____ (day) of _____ (Month), 2003, by and between Ferrum College ("Lessor") and Virginia Tech Foundation, Inc. ("Lessee").

RECITALS

A. Lessor is the owner and operator of noncommercial educational radio station WFFC(FM)(89.9 MHz), Ferrum, Virginia (the "Station"), pursuant to licenses issued by the Federal Communications Commission (the "FCC").

B. Lessor is the owner of certain real property located on the Ferrum College campus, Ferrum, Virginia (the "Premises"), on which the antenna tower and Station transmitter are located (collectively, the "Transmitter Site") and a small space in which certain Station studio facilities are located, (collectively, the "Studio Space"), all as more particularly described in Exhibit A attached hereto and made a part hereof.

C. Lessor is in the process of transferring the Station's FCC license and related assets to Lessee pursuant to a License and Asset Transfer Agreement ("Transfer Agreement").

D. Pursuant to the Transfer Agreement, Lessor and Lessee have agreed to enter into this Lease, whereby Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the Transmitter Site and Studio Space, on the terms and conditions set forth herein.

AGREEMENTS

In consideration of the mutual covenants of the parties and other good and valuable consideration, the parties agree as follows:

Section 1. Lease and Lease Term.

1.1. Agreement to Lease. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Transmitter Site and Studio Space. In conjunction with this Lease, Lessee, its employees and invitees shall have license to use common areas, including rooftops, hallways, routes of ingress and egress, parking areas and restroom facilities as reasonably necessary for use of the Premises for the proper operation of the Station.

1.2. Term. Subject to Section 1.3, the term of this Lease shall begin on the date the Transfer Agreement is consummated (the "Closing") and shall terminate ten (10) years later.

1.3. Lessee's Right to Terminate Lease. Lessee shall have the right to terminate this lease as of the end of any calendar month during the period specified in Section 1.2 or during any extension pursuant to Section 1.3(a) upon not less than thirty days' written notice to Lessor. Lessor shall also have the right to terminate this lease upon any relocation of the Transmitter Site and Studio Space pursuant to Section 1.4 herein or otherwise.

1.4 Relocation of Transmitter Site and Studio Space Lessor may relocate the Transmitter Site and Studio Space to another suitable location on the Ferrum College campus, at its own discretion, so long as Lessor provides at least six (6) months notice of such relocation to Lessee and so long as Lessee has obtained appropriate FCC authority to relocate the Station Transmitter site so that Station service to the public is not disrupted. Lessee shall bear all costs of such relocation, including, but not limited to, equipment removal and installation costs and the costs of obtaining FCC authority for the relocation.

Section 2. Consideration. The consideration for this transmitter site and studio space lease shall be Ten Dollars (\$10.00) and those mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged. In addition, for the term of this Agreement:

(a) Educational Opportunities for Students. Lessee agrees to provide educational opportunities in radio station operation to Lessor's students as set forth in the Transfer Agreement.

(b) On-Air Acknowledgement. Lessee agrees to acknowledge Lessor's support of the Station in on-air acknowledgements, consistent with FCC rules and policies and with acknowledgements for other major sponsors as set forth in the Transfer Agreement.

Section 3. Taxes.

3.1. Lessor's Taxes. Except as set forth in Section 3.2 below, Lessor shall be responsible for the payment of any applicable taxes or assessments against the Premises and the Studio Space.

3.2. Lessee's Taxes. Lessee shall be responsible for the payment of any applicable taxes or assessments against the Transmitter Site, the Studio Space, and any broadcast equipment and personal property of Lessee located at the Transmitter Site and Studio Space.

Section 4. Use of Premises.

4.1. Generally. Lessee shall be permitted to use and occupy the Transmitter Site and Studio Space for the purpose of operating the Station, which use shall include the operation of noncommercial educational radio broadcast facilities and any general office and storage uses that are consistent and compatible with the nature of the Transmitter Site and Studio Space and are approved by Lessor, which approval shall not be unreasonably withheld.

4.2. Compliance with Laws. Lessee's use of the Transmitter Site and Studio Space shall be in accordance with applicable Lessor policies, municipal regulations and certificates of occupancy. Lessee will not use or occupy the Transmitter Site and Studio Space for any unlawful purpose and will comply with all present and future laws, ordinances, regulations, and orders of the United States of America, the State of Virginia, Ferrum College and any other public authority having jurisdiction over the Transmitter Site and Studio Space and to which Lessee is subject, including the FCC.

4.3. Utilities. Lessor shall provide to the Transmitter Site and Studio Space the same water, gas, heating, ventilation, and air conditioning that were being provided to the Transmitter

Site and Studio Space during the period of its use by Lessor prior to the date of the Transfer Agreement. Lessee shall arrange for and pay to the appropriate utility company charges for electricity and data networking and telephone services. If Lessor is billed by any utility for any charges allocable to Lessee, within thirty days after the delivery by Lessor to Lessee of a statement reporting the amount of such charges allocable to Lessee, Lessee shall pay to Lessor the amount of such charges.

4.4. Maintenance. Lessee agrees to keep the Transmitter Site and Studio Space and the fixtures and appurtenances thereto in as good repair as they are at the beginning of the term of this Lease, excepting only reasonable use and wear thereof.

4.5. Modifications. Lessee shall not make or permit anyone to make any structural alterations, additions, or improvements in or to the Transmitter Site and Studio Space without the prior written consent of Lessor. Any such permitted improvements and alterations shall be made in a workmanlike manner and in compliance with all applicable federal, state and municipal laws and regulations. All structural alterations, additions, or improvements in or to the Transmitter Site and Studio Space made by Lessee shall immediately become the property of Lessor and shall remain upon and be surrendered with the Transmitter Site and Studio Space as a part thereof at the end of the term of this Lease without disturbance, molestation, or injury.

4.6. Damage to the Transmitter Site and Studio Space.

(a) All injury, breakage, and damage to the Transmitter Site and Studio Space caused by Lessee or anyone holding under Lessee or its employees, agents, servants, invitees, licensees, visitors, guests, or otherwise, shall be repaired by Lessee at its expense.

(b) If the Transmitter Site and Studio Space is damaged by fire or other cause without the fault or neglect of Lessee, or anyone holding under Lessee or its employees, agents, servants, invitees, licensees, visitors, guests, or otherwise, Lessor shall, as soon as practicable after such damage occurs, repair such damage at its expense.

4.7. Parking for Lessee's Employees and Invitees. With respect to parking privileges generally available to Lessor's employees and invitees, Lessor shall provide Lessee with adequate parking privileges for the purpose of appropriate maintenance and repair work on the Station, the Transmitter Site and the Studio Space. Lessee agrees that its employees and invitees shall be subject to Lessor's reasonable rules and regulations regarding conduct on Lessor's property or while using Lessor's facilities.

4.8. Custodial Services. Lessor agrees to provide custodial services to Premises, consistent with services to its own premises, without charge to Lessee.

Section 5. Liability and Indemnification.

5.1. Indemnification by Lessee. Lessee shall indemnify and hold harmless Lessor from and against any and all liabilities, fines, claims, damages, actions, costs, and expenses of any kind or nature, including attorneys' fees, due to or arising out of:

(a) any breach, violation, or non-performance of any representation, warranty, covenant, condition, or agreement of this Lease to be fulfilled, kept, observed, or performed by Lessee; or

(b) personal injury or property damage due to or arising out of any act on the part of Lessee, or of anyone holding under Lessee, or its employees or agents.

5.2. Indemnification by Lessor. Lessor shall indemnify and hold harmless Lessee from and against any and all liabilities, fines, claims, damages, actions, costs, and expenses of any kind or nature, including attorneys' fees, due to or arising out of:

(a) any breach, violation, or non-performance of any representation, warranty, covenant, condition, or agreement of this Lease to be fulfilled, kept, observed, or performed by Lessor; or

(b) personal injury or property damage due to or arising out of any act on the part of Lessor, or of anyone holding under Lessor, or its employees or agents.

5.3. Proof of Insurance. Lessee covenants that throughout the Term of this Lease, Lessee will maintain at its expense comprehensive public liability and property damage insurance covering the Premises, including contractual liability insurance to cover this Lease, covering all of Lessee's operations and activities on or in connection with the Premises with a single limit of not less than One Million Dollars (\$1,000,000) and naming Lessor as an additional insured as its interests shall appear. Lessee shall furnish Lessor with a certificate evidencing such insurance upon request.

Section 6. Lessee's Equipment.

Movable equipment, office furniture, leasehold improvements, and other articles of personal property which are installed by Lessee at its expense, or which are rented by it, shall remain the property of the owner thereof and may be removed at any time. Lessor hereby waives any landlord's lien or other statutory or common law lien it may have in any such personal property. Lessee agrees to repair any damage caused by the removal of its personal property from the Transmitter Site and Studio Space, other than damage that would have arisen from the removal of such property by Lessor for delivery to Lessee upon the purchase and sale of such property pursuant to the Transfer Agreement.

Section 7. Warranties and Covenants of Lessor.

Lessor warrants and covenants that Lessor has the right to make this Lease for the term hereof, and if Lessee performs all the covenants, terms, and conditions of this Lease to be performed by Lessee, Lessee shall, during the term hereof, freely, peaceably, and quietly occupy and enjoy the Transmitter Site and Studio Space.

Section 8. Miscellaneous.

8.1. Assignment and Subletting. The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns. Lessee shall not

assign or sublet all or any part of the Transmitter Site and Studio Space or the rights granted under this Lease without obtaining the prior written consent of Lessor, which shall not be unreasonably withheld, except that Lessee may assign this Lease to a subsidiary or affiliate of the Virginia Tech Foundation, Inc. or Virginia Tech upon notification to Lessor.

8.2. No Partnership. Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee, or to create any other relationship between the parties hereto other than that of landlord and tenant.

8.3. Benefit and Burden. The provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and each of their respective permitted successors, assigns, and personal representatives.

8.4. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be addressed and delivered as provided for notices in the Transfer Agreement.

8.5. Entire Agreement. This Lease, the Transfer Agreement, and all exhibits attached hereto and thereto contain and embody the entire agreement of the parties hereto, and no representations, inducements, or agreements, oral or otherwise, between the parties not contained and embodied in said Lease and exhibits shall be of any force or effect, and the same may not be modified, changed, or terminated in whole or in part in any manner other than by an agreement in writing duly signed by all parties hereto.

8.6. Waiver. The parties hereto agree that the waiver by any party of a breach of any provision of this Lease must be in writing and that any such waiver shall not operate or be construed as a waiver of any subsequent breach by that same party.

8.7. Recording of Lease. Either party, at its own expense, may record this Lease, with or without exhibits being attached. Alternatively, either party, at its own expense, may prepare and record, after execution thereof, a short form memorandum of this Lease.

8.8. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Virginia without regard to the choice of law provisions thereof).

8.9. Lessor's Right of Entry. Lessor shall have the right, upon reasonable notice, to enter upon the premises to inspect the same and to conduct necessary maintenance or repair to the premises.

IN WITNESS WHEREOF, the parties hereto have duly executed this Transmitter Site and Studio Space Lease Agreement as of the day and year first above written.

ATTEST:

FERRUM COLLEGE

By: _____

(Title)

Date: _____

ATTEST:

VIRGINIA TECH FOUNDATION, INC.

By: _____

(Title)

Date: _____

EXHIBIT A

Legal Description of Premises, Transmitter Site and Studio Space

Ferrum College is located in Ferrum, Virginia 24088.

Transmitter Site. The Station antenna (WFFC antenna) is mounted on a tower atop the Franklin Hall building on the campus of Ferrum College, the tower site, tower and antenna constitute the Transmitter Site.

Studio Space. The Station transmitter (WFFC transmitter) is located in the transmitter room, known as Room Number 3, located in the basement floor of Franklin Hall on the campus of Ferrum College. This Room Number 3 constitutes the Studio Space.