

AGREEMENT

This Agreement made and entered into this 12th day of November, 2002, by and between Communications Capital Company II of Georgia, LLC (“CCC”), a Delaware limited liability company, and Radio Training Network, Inc. (“RTN”), a _____ nonprofit corporation:

WITNESSETH:

WHEREAS, CCC is the licensee of commercial FM Broadcast Station WSKX, 92.3 MHz (Channel 222C2), Hinesville, Georgia;

WHEREAS, RTN is the licensee of noncommercial educational FM Broadcast Station WLFS, 91.9 MHz (Channel 220A), Port Wentworth, Georgia;

WHEREAS, CCC desires to relocate the existing transmission facilities of WSKX which would require WLFS to move its transmitter site further east of its currently licensed site;

WHEREAS, RTN is willing to relocate the WLFS transmitter site to in order to accommodate the relocation of the WSKX transmission facilities, which relocation will also permit WLFS to upgrade to a Class C3 facility on its existing frequency.

NOW, THEREFORE, the parties, intending to be legally bound, agree as follows:

SECTION 1

ASSETS TO BE CONVEYED

1.1 On the Effective Date, as defined below, CCC shall assign, transfer, convey and deliver to RTN, and RTN shall accept assignment, transfer, conveyance or delivery of the following (hereinafter collectively the “Assets”), all free and clear of any and all pledges, liens or other encumbrances in accordance with the terms set forth below.

1.1 Real Property and Build-Out. Within thirty days of the date of this Agreement, CCC will exercise a purchase option for a site of approximately ten acres in Jasper County, South Carolina, generally due east of the current WLFS transmitter site, which is suitable for relocating the WLFS transmission facilities and which was recommended by the WLFS chief engineer; a legal description of such real property is set forth at Schedule 1.1 hereto (“Tower Site”). CCC, at its sole expense will acquire the Tower Site and, on the Effective Date, convey, by general warranty deed, the Tower Site to RTN, together with necessary easements and access rights, sufficient and adequate to accommodate the WLFS transmission facilities, including but not limited to a 250 sq. ft. elevated masonry transmitter building and a 380 ft. antenna tower and the Tangible Personal Property identified in Schedule 1.2 (The Tower Site and Tangible Personal Property hereinafter the “New Transmission Facilities”). CCC, at its expense, shall promptly obtain all necessary building permits and zoning approvals for construction and/or installation of

the WLFS Tangible Personal Property at the Tower Site or at the WLFS studios in Savannah, Georgia, as appropriate, and shall be responsible, as may be necessary, for providing electrical power and an access road to the WLFS Tower Site and transmission facilities as well as promptly constructing the antenna tower and transmitter building on the Tower Site. CCC shall also be responsible for all other costs related to construction of RTN's New Transmission Facilities including, but not limited to, the cost of installation and acquisition of the Tangible Personal Property and of obtaining all regulatory approvals. CCC will reimburse RTN all reasonable and documented moving and installation costs for the modification and relocation of the WLFS transmission facilities and for other costs and expenses as provided herein within 30 days of receipt of documentation of such reimbursable expenses.

1.2 Tangible Personal Property. CCC, at its sole expense, shall acquire those items of Tangible Personal Property set forth at Schedule 1.2 and on the Effective Date convey such Tangible Personal Property to RTN.

SECTION 2

FCC APPLICATIONS

The parties agree to proceed expeditiously, use their best efforts and cooperate with each other in seeking FCC approval of the modification of the facilities of WSKX and the modification and upgrade of the facilities of WLFS. Within twenty business days after the date of this Agreement, each party, at the sole expense of CCC, shall prepare and concurrently file with the FCC appropriate and mutually satisfactory applications to modify the licensed facilities of each station in the form as attached Schedule 2. Each party further agrees to expeditiously prepare application amendments and respond to oral or written inquiries, as may be required by the FCC, and to use its best efforts to obtain FCC approval of the applications. CCC shall be solely responsible for payment of engineering and legal expenses incurred in the preparation, filing and prosecution of the modification applications and shall reimburse RTN any such expenses incurred by RTN.

SECTION 3

CONSIDERATION

In consideration of RTN's performance of this Agreement, CCC, in addition to providing the Tower Site and Tangible Personal Property and other consideration set forth at Section 1 of the Agreement, agrees to pay RTN, within five business days of the execution of this Agreement, the sum of Ten Thousand Dollars (\$10,000) and an additional sum of Thirty Thousand Dollars (\$30,000) on grant of a construction permit for WLFS to modify and relocate its transmission facilities..

SECTION 4

NOTICES

All notice, requests, demands, waiver, consents and other communications required or permitted by this Agreement shall be in writing and be deemed to have been duly given when

delivered in person to the party to be notified at the address set forth below or sent by registered or certified mail, or by express mail or courier, postage prepaid, return receipt requested, or by confirmed telecopy, addressed to the party to be notified as follows:

If to CCC:

Michael H. Oesterle, Manager and CEO
Communication Capital Company II of Georgia, LLC
1111 Michigan Avenue
Suite 301
East Lansing, MI 48823-1096
Fax: (517) 351-4481

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

Richard A. Helmick, Esq.
Cohn and Marks LLP
1920 N Street, N.W.
Suite 300
Washington, D.C. 20036-1622
Fax: (202) 293-4827

If to RTN:

Mr. James L. Campbell, President
Radio Training Network, Inc.
5015 South Florida Avenue
Suite 104
Lakeland, FL 33813-2043
Fax: (863) 646-5326

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

A. Wray Fitch, III, Esq.
Gammon & Grange
8280 Greensboro Drive
7th Floor
McLean, VA 22102-3807
Fax: (703) 761-5023

Either party may change its address for notices by written notice to the other given pursuant to this Section.

SECTION 5

MISCELLANEOUS

5.1 Effective Date. For purposes of this Agreement the Effective Date shall be that date by which both WSKX and WLFS receive construction permits from the FCC for their respective proposed upgraded and/or modified facilities.

5.2 Current WLFS Transmitter Site. Even after RTN commences broadcasting from its new Tower Site as contemplated herein, CCC agrees to allow RTN to use the currently licensed WLFS transmitter site, at geographic coordinates 32° 09' 17" North Latitude, 81° 09' 55" West Longitude, as an auxiliary transmitter site. RTN's use of such auxiliary transmitter site shall be in accordance with Section 73.1670 and 73.1675 of the FCC rules and regulations and shall be limited to such times as the main WLFS transmission facilities are out of service for repairs or replacement. RTN at its own expense shall file necessary applications with the FCC for authority to use the currently licensed WLFS transmitter site as an auxiliary transmitter site.

5.3 Entire Agreement. This Agreement sets forth the entire agreement of the parties and is intended to supersede all prior negotiations, understandings, and agreements relating to the transactions contemplated herein and cannot be altered, amended, changed or modified in any respect or particular unless each such alteration, amendment, change or modification shall have been agreed to by each of the parties hereto and reduced to writing in its entirety and signed and delivered by each party. No provision, condition or covenant of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver. The parties hereto agree that the Schedules are an integral part of this Agreement.

5.4 Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party hereto may assign this Agreement or its rights and obligations hereunder without the written consent of the other, provided, however, CCC may assign this Agreement without RTN's consent so long as CCC remains liable to RTN for all of CCC's obligations under this Agreement and the assignee consents in writing to the obligations hereunder.

5.5 Additional Documents. The parties hereto agree to execute, acknowledge and deliver, at or after the Effective Date, such other and further instruments and documents as may be reasonably necessary to implement, consummate and effectuate the terms of this Agreement and the effective vesting in RTN of title to the Assets.

5.6 Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall comprise one and the same instrument.

5.7 Legal Actions. If either party initiates any legal action or lawsuit against the other involving this Agreement or seeks arbitration, the prevailing party in such action or suit or arbitration shall be entitled to receive reimbursement from the other party for all reasonable attorneys' fees and other costs and expenses incurred by the prevailing party in respect of that

litigation, including any appeal, or arbitration and such reimbursement may be included in the judgment or final order issued in such proceeding. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum rate of interest allowed by law.

5.8 Governing Law. The construction, validity, and interpretation of this Agreement, including all exhibits and schedules, shall be governed by the internal law, but not the law of conflicts, of the State of Georgia. Each party irrevocably consents, any provision of any agreement to the contrary notwithstanding, to personal jurisdiction in the State of Georgia for the enforcement of this Agreement and waives any and all rights under the laws of any state or the United States of America to object to jurisdiction in the State of Georgia. Litigation of any claim or dispute under this Agreement may be commenced only in a court of general jurisdiction in the State of Georgia or in a United States District Court sitting in Georgia. The parties shall be entitled to enforce their rights under this Agreement specifically to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in their favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that any of the Parties or any of their respective successors or assigns may in its sole discretion apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief (without posting a bond or other security) in order to enforce or prevent any violation of the provisions of this Agreement.

THE PARTIES ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. THE PARTIES, AFTER CONSULTING WITH COUNSEL OF THEIR CHOICE, EACH HEREBY KNOWINGLY AND VOLUNTARILY, WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES BETWEEN OR AMONG THEM ARISING UNDER OR RELATED TO THIS AGREEMENT AND THE ORGANIZATION AND OPERATION OF THE COMPANY. NO PARTY SHALL BE DEEMED TO HAVE GIVEN UP THIS WAIVER OF JURY TRIAL UNLESS SUCH RELINQUISHMENT IS IN A WRITTEN INSTRUMENT SIGNED BY THE PARTY TO BE CHARGED.

5.9 Counsel. Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby waives the application of any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the party whose counsel drafted that provision.

5.10 Severability. If any term or provision of this Agreement or its application shall, to any extent, be declared to be invalid or unenforceable, the remaining terms and provisions shall not be affected and shall remain in full force and effect and to such extent are severable; provided, however, neither party shall have any obligation to consummate the transactions contemplated by this Agreement if it is adversely affected in any respect whatsoever and regardless of immateriality by a determination that any term or provision of this Agreement or its application shall, to any extent, be invalid or unenforceable.

5.11 Time is of the Essence. Time shall be of the essence in this Agreement and the performance of each and every provision hereof.

5.12 Non-Material Breaches. Except as provided for herein, only material breaches, failures and defaults, and not non-material events or matters, shall constitute a reason for termination of this Agreement.

5.13 Termination. Either party may terminate this Agreement (provided the terminating party is not in material breach of the Agreement) in the event the other party is in material breach. No party shall be deemed in material breach unless first advised in writing of the breach and provided a 15 day period to cure such breach. In the event of material breach by CCC, RTN shall be entitled to retain all consideration paid, or consideration which should have been paid pursuant to this Agreement, as of the time of the termination. In the event of termination of the Agreement by CCU due to material breach of the Agreement by RTN, RTN shall be required to repay or return all consideration delivered to RTN pursuant to this Agreement. RTN shall have the right to terminate this Agreement and retain all consideration paid in the event RTN is granted a construction permit as contemplated herein and CCC has not received a construction permit as contemplated herein by final order within nine months of grant of the RTN construction permit.

5.14 No RTN Representations and Warranties. RTN has made no representation or warranty that issuance of the construction permit for its new facilities will permit CCC to relocate its existing transmission facilities or to improve its coverage in any way.

5.15 Authorization. CCC and RTN hereby warrant that each has the requisite authority to enter into this Agreement and that all requisite action necessary to enter into this Agreement has been taken.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their proper officers thereunto duly authorized as of the day and year first above written.

RADIO TRAINING NETWORK, INC.

By: /s/ James L. Campbell
James L. Campbell, President

COMMUNICATIONS CAPITAL COMPANY II OF
GEORGIA, LLC

By: /s/ Michael H. Oesterle
Michael H. Oesterle, Manager and CEO

Legal Description of Real Property

9.60 acres, dirt road, map number 072-00-02-020, Jasper County, South Carolina.

Tangible Personal Property

1. A 250 sq. ft. elevated masonry transmitter building
2. New Harris solid-state transmitter operating at less than 80% of maximum rated output for (IBOC upgrade)
3. Transmission line
4. Burk 16 channel remote control system
5. 1 5/8 inch dielectric coax, transfer switch, and control panel
6. Power line lightning surge protection
7. Static dissipation system for tower
8. New Shively or ERI antenna to fill 85% of the maximum envelope for a C3, 95% toward Savanna, Georgia and Beaufort, South Carolina
9. 380 ft tower designed to support the WLFS(FM) main antenna centered at 380 ft HAAT with 1 5/8 inch line, 6 paging or 2 way antennas at 370 ft. with 1 1/4 inch line, four 12 panel cell antenna arrays at 280 ft, 240 ft, 200 ft, and 160 ft with 1 5/8 inch line, 6 ft. 950 MHZ STL ant at 260 ft with 7/8 inch line. Tower lighting with strobes day and separate red lighting at night.
10. All installation and construction costs for tower, building, FM antenna, and STL antenna, coax cables, transmitter
11. 8 ft. chain link fence around tower, building and guy anchors.
12. 100 ft. STL tower at studio in Savanna, Georgia
13. Harris CD Link Digital STL system with Mark 9-9A72GN-1 6 ft antennas and 7/8 inch coax installed.

WSKX and WLFS Modification Applications