

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is dated as of February ___, 2010, and is by and between Radio Training Network, Inc. ("Seller"), a non-profit corporation organized under the laws of Georgia, and Johnson Broadcast Ventures, Ltd. ("Buyer"), a corporation organized under the laws of North Carolina.

Recitals

WHEREAS, the Federal Communications Commission (the "FCC") issued a license (the "FCC License") to Seller for FM translator station W289BL (the "Station") in Rocky Mount, North Carolina, and Seller owns or holds other assets used or useful in the operation of the Station; and

WHEREAS, Seller desires to sell, assign, and transfer, to the fullest extent permitted by law, the FCC License and other assets owned or held by Seller and used or useful in the operation of the Station; and

WHEREAS, to the fullest extent permitted by law, Buyer desires to acquire the FCC License for the Station as well as the other assets owned or held by Seller and used or useful in the operation of the Station, all under the terms described herein;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties hereby agree as follows:

ARTICLE I. Exchange of Consideration.

1.1. Consideration Conveyed by Seller. At the Closing, as defined herein, Seller shall provide Buyer with the following consideration:

1.1.1. Station Assets. Subject to the terms and conditions of this Agreement, Seller shall, to the fullest extent permitted by law, assign, convey, transfer, and deliver to Buyer, and Buyer shall, to the fullest extent permitted by law, acquire from Seller free and clear of all debts, liens, claims, financing leases, security interests and encumbrances (collectively, "Liens") of any kind whatsoever (except for Permitted Encumbrances, as defined below), all of Seller's right, title and interest in and to, of every kind and description, owned or held by Seller and used or useful in the operation of the Station (collectively the "Station Assets") more particularly described in Sections 1.1.1 (a),(b), (c), (d) and (e), and not including the assets described in Section 1.1.2. of this Agreement.

(a) Government Licenses. The FCC License, which include all licenses and other authorizations issued by the FCC to Seller with respect to the Station, as well as all licenses and authorizations issued by any other governmental authority (the "Other Governmental Licenses"), true copies of which are included in Schedule 1 to this Agreement, together with any and all applications pending before the FCC or any other governmental authority with respect to renewals, extensions, or modifications thereof, all of which are identified in Schedule 1.

(b) Tangible Personal Property. All equipment, supplies, spare parts, and other tangible personal property of every kind and description (the “Tangible Personal Property”) owned as of the date of this Agreement by Seller and used or useful in the operation of the Station, identified on Schedule 2 to this Agreement, less any non-material tangible assets consumed in the Ordinary Course of Business after the date hereof, and any additions, improvements, replacements, and alterations made thereto in the Ordinary Course of Business between the date of this Agreement and the Closing Date, as defined herein.

(c) Records. Any and all files, program logs, public inspection files, and other records that relate to the operation of the Station in the possession of Seller on the Closing Date, except records that pertain to the organization, existence or capitalization of Seller.

(d) Goodwill. All of Seller’s goodwill in and going concern value of the Station.

(e) Contracts. All contracts or leases identified in Schedule 3.

1.1.2. Excluded Assets. There shall be excluded from the Station Assets and retained by Seller, to the extent in existence on the Closing Date, as defined herein, the following assets (the “Excluded Assets”):

(a) Accounts Receivable. All notes and accounts receivable relating to or arising out of the broadcast of advertisements or programming by the Station at any time prior to the Closing Date (the “Accounts Receivable”).

(b) Cash and Investments. All cash on hand or in bank accounts and all cash equivalents and similar investments of Seller, such as certificates of deposit.

(c) Prepaid Items. All deposits, reserves, and prepaid expenses and taxes (unless prorated as provided in Section 1.3. of this Agreement).

(d) Personal Property. All non-material tangible personal property disposed of or consumed in the Ordinary Course of Business.

(e) Insurance. All right, title and interest in or under all contracts or policies of insurance and all claims or rights to payments which pre-date the Closing Date, except as otherwise provided under this Agreement.

(f) Claims. Any and all claims of Seller with respect to transactions which transpire prior to the Closing Date, including, without limitation, claims for tax refunds.

(g) Organizational Documents. Seller’s books and original records that pertain to the organization, existence or capitalization of Seller.

(h) Company Name. The company name of “Radio Training Network, Inc.” and all variants thereof.

(i) Miscellaneous Items. Other items not material to the business or operation of the Station identified in Schedule 4 annexed hereto.

1.1.3. Seller's Retained Liabilities. The Station Assets shall be sold and conveyed to Buyer free and clear of all Liens except for Permitted Encumbrances, as defined herein. Buyer shall not assume or be liable for (a) any obligation of Seller arising out of any contract or lease; or (b) any litigation, proceeding, or claim relating to the business or operation of the Station prior to the Closing, regardless of whether such litigation, proceeding, or claim is pending, threatened, or asserted before, on, or after the Closing.

1.2. Payment by Buyer. In consideration of Seller's conveyance of the Station Assets to Buyer, Buyer shall pay to Seller the total sum of Twenty-Five Thousand Dollars (\$25,000) (the "Purchase Price"), which shall be paid as follows:

1.2.1. Buyer shall make a refundable deposit of Two Thousand Five Hundred Dollars (\$2,500) (the "Deposit") with Seller on or before execution of this Agreement. At Closing, the Deposit shall be applied toward the Purchase Price. In the event this Agreement is terminated due to a breach by Buyer, provided Seller is not itself in breach, Seller shall retain the Deposit as liquidated damages. In the event the Agreement is terminated for any other reason the Deposit shall be returned to Buyer.

1.2.2. At the Closing, as defined herein, Buyer shall pay Seller the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500) by wire transfer of immediately available funds pursuant to written instructions from Seller (which shall be provided to Buyer at least three (3) business days prior to Closing), less any adjustments made pursuant to Section 1.3 of this Agreement.

1.3. Prorations. Taxes, insurance, utilities and other Station expenses shall be prorated as of and on the Closing Date. Seller shall be entitled to a credit at Closing for any prepaid expenses for which redound to the benefit of Buyer.

1.4. Allocation. The Purchase Price shall be allocated among the Station Assets in accordance with a schedule to be prepared at or before Closing. If the parties cannot agree on the allocation by Closing (or at any time period mutually agreed to subsequent to Closing), they shall, within thirty (30) days after Closing, jointly select an appraisal firm to make such allocation, and the parties shall be bound by that allocation. The fees and expenses of such firm shall be shared equally by Seller and Buyer. Each party shall adhere to such allocation in a Form 8594 and any other reports or disclosures filed with or made to the Internal Revenue Service (the "IRS") as well as any and every other governmental taxing authority.

1.5. Closing.

1.5.1. Date and Location. The consummation of the transactions contemplated by this Agreement (the "Closing") shall be held in such manner (including the use of facsimiles and overnight couriers) mutually agreed to by the parties, commencing at 10:00 a.m. on a date (the "Closing Date") mutually agreed to or, in the absence of a mutual agreement, selected by Buyer, which shall be within ten (10) days after the the date on which the FCC order (the "Order") approving the assignment of the FCC Licenses from Seller to Buyer becomes a Final Order (with the understanding that, for purposes of this Agreement, a "Final Order" means a decision by the FCC or a court of competent jurisdiction, as modified or supplemented upon reconsideration or review by the FCC or a court of competent jurisdiction, that is no longer subject to reconsideration or review by the FCC or a court of competent jurisdiction because the time periods for seeking such reconsideration or review under applicable law and government

regulation have expired without any such request for reconsideration or review having been filed): provided, that the parties shall not be obligated to proceed to Closing if (1) the Order includes conditions materially adverse to Buyer or Seller, or (2) the other conditions precedent to Closing have not been satisfied or waived; and provided further, that Buyer may waive the requirement that the Order become a Final Order and, if Buyer does waive that requirement, the Closing shall occur within ten (10) days after Seller receives notice of such waiver from Buyer (with the understanding that the parties shall thereupon execute a mutually acceptable rescission agreement). In the event Closing has not occur within 12 months of filing this Agreement with the FCC either party may terminate without further obligation

1.5.2. Exchange of Documents. At the Closing, each party shall execute and deliver to the other party the items specified herein as well as any additional document(s) and item(s) as either party may reasonably request for the consummation of the transactions contemplated herein, including but not limited to bills of sale and assumption agreements. Such additional documents and items shall be reasonably satisfactory to the other party as to both form and substance.

1.6. Timing. Time is of the essence to implementation of this Agreement. It is the intention of the parties that the Closing of the transactions contemplated herein occur not later than twelve (12) months from the date the Application, as defined herein, is filed with the FCC.

ARTICLE II. Representations and Warranties of Seller.

Seller represents and warrants to Buyer that the following matters are true and correct as of the date of this Agreement:

2.1. Organizational Status. Seller is a non-profit corporation duly organized, validly existing, and in good standing in the State of Georgia. Seller has the power to carry on the business of the Station as it is now being conducted, to own, hold and use the Station Assets, and to enter into and consummate the transactions contemplated by this Agreement.

2.2. Licenses. Seller is the holder of the FCC License and Other Governmental Licenses included in Schedule 1 to this Agreement, all of which are in full force and effect. The FCC License constitutes all of the licenses required under the Communications Act of 1934, as amended (the “Act”), and the rules and policies of the FCC for the operation of the Station as currently conducted. The FCC License authorizes the operation of the Station for a license term expiring on December 1, 2011. Seller has filed with the FCC all material applications, reports and other documents required by FCC rules and policies. Except as otherwise specified in Schedule 1, there is not pending or, to Seller’s Knowledge, threatened, any petition, complaint, objection (whether formal or informal), order to show cause, investigation, or other action by or before the FCC to revoke, cancel, rescind, modify, or refuse to renew any of the FCC Licenses. Other than proceedings of general applicability to the broadcasting industry, there is not now pending or, to Seller’s Knowledge, threatened, any other petition, complaint, objection (whether formal or informal), investigation, order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or other proceeding by or before the FCC or against Seller with respect to the Station. The Station is operating in material compliance with the FCC Licenses, the Act, and the rules and policies of the FCC.

2.3. Condition of Tangible Personal Property. Seller has good and marketable title to the Tangible Personal Property. Except as otherwise provided in this Agreement, the Tangible

Personal Property constitutes all the tangible personal property used or useful in the operation of the Station as currently operated by Seller.

2.4. Liens. On the Closing Date, the Station Assets will be in each case free and clear of all Liens except for (1) Liens for current taxes not yet due and payable, and (2) easements, rights of way, zoning restrictions and other restrictions contained in public records or identified in the Schedules to this Agreement (collectively, the “Permitted Encumbrances”).

2.5. Taxes. Seller has timely filed all required federal, state and local tax returns and paid all taxes, interest and penalties due to be paid on such returns with respect to Seller’s interest in the Station Assets or its operation of the Station, has sought and obtained extensions of time to file such and pay same within the time provided therefore, or is challenging such taxes in good faith in accordance with applicable procedures.

2.6. Litigation. Except as set forth in Schedule 1 or in Schedule 6, Seller has not been operating under and is not subject to, or in default with respect to, any order, judgment, writ, injunction, or decree of any court or any federal, state, municipal, or other governmental department, commission, board, agency, or instrumentality, foreign or domestic, which has had or could reasonably be expected to have a material adverse effect on the Station Assets or the manner in which Seller currently operates the Station. There is no litigation, arbitration, dispute, investigation or other proceeding (in any event, “Litigation”) pending by or against, or, to Seller’s Knowledge, threatened against the Station or Seller in any court, governmental agency, or private arbitration which relates to or affects the Station Assets or the business of the Station or which materially interferes or could reasonably be expected materially to interfere with Seller’s (1) right, title to, or interest in the Station Assets, (2) operation of the Station or (3) ability to assign and otherwise convey the Station Assets to Buyer free of such Litigation.

2.7. Compliance with Laws. Except as otherwise set forth in this Agreement, Seller is in material compliance with all applicable laws, rules, regulations, policies and orders of the federal, state, and local governments with respect to the Station.

2.8. No Defaults. Neither the execution and delivery by Seller of this Agreement nor the consummation by Seller of the transactions contemplated herein are events that, by themselves or with the giving of notice or the passage of time or both, constitute a material violation of or will materially conflict with or result in any material breach of or any material default under (1) the terms, conditions, or provisions of any arbitration award, judgment, law, order, decree, writ, or regulation to which Seller is subject, (2) Seller’s articles of formation, its operating agreement or other organizational documents, or (3) any agreement or instrument to which Seller is a party or by which Seller is bound, or result in the creation of imposition or any Lien on any of the Station Assets.

2.9. Brokers. There is no broker, finder or other person who would, as a result of any agreement of or action taken by Seller, have any valid claim against either of the parties to this Agreement for a commission or brokerage fee in connection with this Agreement or the transactions contemplated herein.

2.10. Seller Action. This Agreement has been duly and validly authorized, executed, and delivered by Seller and constitutes the valid and binding agreement of Seller, enforceable in accordance with and subject to its terms, except as enforceability may be limited by laws affecting the enforcement of creditor rights or equitable principles generally. At the Closing,

Seller will provide Buyer with the certified resolution of Seller's member(s) authorizing the execution, delivery, and performance of this Agreement.

2.11. Insolvency. No insolvency proceedings of any character, including, without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting the Seller or any of the Station Assets is pending or, to Seller's Knowledge, threatened, and Seller has not made any assignment for the benefit of creditors, nor taken any actions with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

ARTICLE III. Representations and Warranties of Buyer.

Buyer represents and warrants to Seller as to the truth of the following matters as of the date of this Agreement:

3.1. Status. Buyer is a corporation duly organized, validly existing, and in good standing in the State of North Carolina and has the power to enter into and consummate the transactions contemplated by this Agreement.

3.2. No Defaults. Neither the execution and delivery by Buyer of this Agreement nor the consummation by Buyer of the transactions contemplated herein are events that, by themselves or with the giving of notice or the passage of time or both, constitute a material violation of or will conflict with or result in any material breach of or any default under (1) the terms, conditions, or provisions of any arbitration award, judgment, law, order, or regulation to which Buyer is subject, (2) Seller's articles of incorporation, its bylaws, or other organizational documents, or (3) any agreement or instrument to which Buyer is a party or by which Buyer is bound.

3.3. Brokers. There is no broker, finder or other person who would, as a result of any agreement of or action taken by Buyer, have any valid claim against any of the parties to this Agreement for a commission or brokerage fee in connection with this Agreement or the transactions contemplated herein.

3.4. Litigation. There is no Litigation pending or, to Buyer's Knowledge, threatened against or concerning Buyer that would adversely affect Buyer's ability to carry out the transactions contemplated herein.

3.5. Qualification as a Broadcast Licensee. Buyer is qualified under the Act and FCC rules and policies to acquire the FCC License from Seller. No waiver of FCC rules and policies will be necessary for Buyer to acquire the FCC License. Buyer is financially qualified and has sufficient funds on hand to consummate the Closing

3.6. Approvals. No approval of any third party, governmental agency, or court is required to be obtained by Buyer with regard to the assignment of the FCC Licenses and other Station Assets to Buyer except the approval of the FCC as provided herein.

3.7. Buyer Action. This Agreement has been duly and validly authorized, executed, and delivered by Buyer and constitutes the valid and binding agreement of Buyer, enforceable in accordance with and subject to its terms, except as enforceability may be limited by laws affecting the enforcement of creditor rights or equitable principles generally. At the Closing,

Buyer will provide Seller with the certified resolution of Seller's directors authorizing the execution, delivery, and performance of this Agreement.

ARTICLE IV. FCC Applications

4.1. Assignment Application. Within ten (10) days after execution of this Agreement, Seller and Buyer shall jointly prepare and file an appropriate application (the "Application") with the FCC requesting the Order. Seller and Buyer shall diligently take, or cooperate in the taking of, all steps necessary and appropriate to expedite the preparation of the Application and its prosecution to a favorable conclusion. Each party will promptly provide the other party with a copy of any and every pleading or other communication (including e-mails) received or sent which relates to the Application (other than communications between or among a party and such party's lawyers and advisors). The parties will use commercially reasonable efforts and otherwise cooperate with each other in responding to any information requested by the FCC related to the Application, in making any amendment to this Agreement requested by the FCC which does not adversely affect such party in a material manner, and in defending against any petition, application for review, complaint, or other objection which may be filed against the Application or the Order.

4.2. Application Fees. The FCC filing fee for the Application shall be divided equally between Seller and Buyer.

ARTICLE V. Covenants of Seller Pending Closing.

Seller covenants and agrees that, from the date of this Agreement to and including the Closing Date, it will take, or refrain from taking, the following actions:

5.1. Maintenance of Station. Seller shall (1) continue to carry on the Station's business and keep its books of account, records, and files in the Ordinary Course of Business, (2) continue to operate the Station in all material respects in accordance with the terms of the FCC License and Other Governmental Licenses and in material compliance with all applicable rules, regulations, policies and laws, (3) timely file with the FCC any and all material reports, applications, disclosures and all regulatory fees prior to Closing as may be required by the Act as well as FCC rules and policies, (4) maintain in full force and effect through and including the Closing Date the existing property damage, liability, and other insurance with respect to the Station Assets to cover contingencies that can reasonably be anticipated, and (5) prior to the Closing, not, without the prior written consent of Buyer:

5.1.1. sell, assign, lease, transfer, or agree to sell, assign, lease, or transfer any material Station Assets without replacement thereof with an asset of equivalent kind, condition, and value;

5.1.2. enter into any collective bargaining agreement or written contract of employment without Buyer's prior approval unless Seller is willing to assume sole responsibility for such agreement or contract after Closing;

5.1.3. enter into any contract, agreement or lease with respect to the Station or the Station Assets except contracts, agreements, and leases entered into in the Ordinary Course of Business that can be terminated immediately upon provision of written notice; or

5.1.4. make, allow, or consent to any material change in any Station Asset except in the Ordinary Course of Business.

5.2. Organization, Good Will, Promotion. Seller shall use commercially reasonable efforts to preserve the business organization of the Station intact and the goodwill of the Station's suppliers, customers, and others having business relations with the Station.

5.3. Access to Facilities, Files, and Records. At the reasonable request of Buyer and upon reasonable prior notice to Seller, Seller shall give Buyer and Buyer's representatives (1) reasonable access during normal business hours to all facilities, property, accounts, title papers, insurance policies, licenses, agreements, commitments, records, machinery, fixtures, furniture, and inventories related to the Station or the Station Assets, and (2) all such other information concerning the affairs of the Station as Buyer may reasonably request. The rights of Buyer under this Section shall not be exercised in a manner as to interfere unreasonably with the business of the Station.

5.4. Representations and Warranties. Seller shall give notice to Buyer promptly upon the occurrence of, or upon becoming aware of the impending or threatened occurrence of, any event that would cause or constitute a material breach of any of Seller's representations or warranties in this Agreement.

5.5. Notice of Proceedings. Seller will promptly notify Buyer (and in any event within five (5) business days) upon becoming aware of any actual or threatened Litigation relating to Seller, the Station, the Station Assets, or the consummation of the transactions contemplated by this Agreement.

5.6. Confidential Information. Whether or not the transactions contemplated by this Agreement are consummated, Seller shall not disclose to third parties, other than its employees and agents for purposes of consummating the transactions contemplated hereby (who shall also be made subject to the restrictions of this section), any information, whether or not in writing, received from Buyer or its agents in the course of evaluating, investigating, negotiating, and consummating the transactions contemplated by this Agreement: provided, that no information shall be deemed to be confidential that (1) becomes publicly known or available other than through disclosure by Seller; (2) is rightfully received by Seller from a third party; or (3) is independently developed by Seller. Upon termination or consummation of this Agreement, all originals of all material provided to Seller by Buyer shall be returned to Buyer and all copies thereof shall be destroyed.

5.7. Consummation of Agreement. Seller shall fulfill and perform all conditions and obligations to be fulfilled and performed by Seller under this Agreement and make every reasonable effort to cause the transactions contemplated by this Agreement to be fully carried out.

5.8. Compliance with Law. Seller will undertake commercially reasonable efforts to comply in all material respects with all applicable federal, state and local laws, ordinances and regulations, including but not limited to the Act and the rules and policies of the FCC.

5.9. Taxes. Between the date hereof and the Closing Date, Seller shall timely file all required tax returns with the IRS and other governmental taxing authorities and pay any and all taxes, interest and penalties due thereon or obtain such extensions within the time provided

therefore, unless such taxes are being challenged in good faith in accordance with applicable procedures.

ARTICLE VI. Covenants of Buyer Pending the Closing.

Buyer covenants and agrees that, from the date of this Agreement to and including the Closing, it will take, or refrain from taking, the following actions:

6.1. Representation and Warranties. Buyer shall give notice to Seller promptly upon the occurrence of, or upon becoming aware of the impending or threatened occurrence of, any event that would cause or constitute a material breach of any of the representations and warranties of Buyer in this Agreement.

6.2. Confidential Information. Whether or not the transactions contemplated by this Agreement are consummated, Buyer shall not disclose to third parties other than its employees and agents for purposes of consummating the transactions contemplated hereby (who shall also be made subject to the restrictions of this Section), any information, whether or not in writing, received from Seller or its agents in the course of investigating, negotiating, and performing the transactions contemplated by this Agreement except as may otherwise be required by applicable law or government regulation: provided, that no information shall be deemed to be confidential that (1) becomes publicly known or available other than through disclosure by Buyer; (2) is rightfully received by Buyer from a third party; or (3) is independently developed by Buyer. Upon termination of this Agreement, all originals of material provided by Seller to Buyer shall be returned to Seller and all copies thereof destroyed.

6.3. Consummation of Agreement. Buyer shall fulfill and perform all conditions and obligations to be fulfilled and performed by Buyer under this Agreement and make every reasonable effort to cause the transactions contemplated by this Agreement to be fully carried out.

6.4. Notice of Proceedings. Buyer will promptly (and in any event within five (5) business days) notify Seller upon becoming aware of any actual or threatened Litigation relating to Buyer, the Station, the Station Assets, or the consummation of this Agreement or any transaction contemplated herein.

6.5. Control of Station. Prior to Closing, Buyer shall not, directly or indirectly, control, supervise, direct, or attempt to control, supervise or direct the operations of the Station, and all such operations, including complete control and supervision of all of the Station's programming, employees, and finances, shall be the sole responsibility of Seller until the Closing.

ARTICLE VII. Conditions Precedent to Obligation of Seller to Close.

The obligation of Seller to consummate the transactions under this Agreement is subject to the fulfillment of the following conditions prior to or at the Closing:

7.1. Representations, Warranties, and Covenants.

7.1.1. Buyer's Representations and Warranties. Each of the representations and warranties of Buyer contained in this Agreement shall have been and remain accurate in all material respects as of the date when made and as of the Closing Date (except for those representations and warranties already subject to a materiality qualification and, as to

those, the representations and warranties shall have been and remain accurate in all respects); and

7.1.2. Buyer's Performance Under Agreement. Buyer shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by Buyer prior to or at the Closing (except for those covenants and agreements already subject to a materiality qualification and, as to those, the covenants and agreements shall have been performed or complied with by Buyer in all respects).

7.2. Buyer's Deliveries. Buyer shall have delivered to Seller (1) a certificate executed by Buyer, dated the Closing Date, certifying to the fulfillment of the conditions set forth in Sections 7.1.1. and 7.1.2 and (2) the director resolutions identified in Section 3.7 of this Agreement and any other Closing documents reasonably requested by Seller

7.3. Proceedings. No Litigation shall have been instituted or threatened by or before any court, arbitrator, or governmental authority, and no order, decree or judgment shall have been rendered by any court, arbitrator, or governmental authority which (1) questions or negates the validity or legality of any transactions contemplated hereby, (2) seeks to or does enjoin any transaction contemplated hereby, (3) seeks or awards material damages on account of the consummation of any transaction contemplated hereby, or (4) involves a petition of bankruptcy or receivership by or against Buyer or is an assignment by Buyer for the benefit of creditors.

7.4. FCC Approval. The FCC Order contemplated by this Agreement shall have been granted without any conditions materially adverse to Seller and shall have become a Final Order (unless Seller waives the requirement that the Order become a Final Order).

ARTICLE VIII. Conditions Precedent to Obligation of Buyer to Close.

The obligation of Buyer to consummate the transactions under this Agreement is subject to the fulfillment of the following conditions prior to or at the Closing:

8.1. Representations, Warranties, and Covenants.

8.1.1. Seller's Representations and Warranties. Each of the representations and warranties of Seller contained in this Agreement shall have been and remain accurate in all material respects as of the date when made and as of the Closing Date (except for those representations and warranties already subject to a materiality qualification and, as to those, the representations and warranties shall have been and remain accurate in all respects); and

8.1.2. Seller's Performance Under Agreement. Seller shall have performed and complied in all material respects with each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or at the Closing (except for those covenants and agreements already subject to a materiality qualification and, as to those, the covenants and agreements shall have been performed or complied with by Buyer in all respects).

8.2. Seller's Deliveries. Seller shall have delivered to Buyer (1) a certificate executed by an officer of Seller, dated the Closing Date, certifying to the fulfillment of the conditions set forth in Sections 8.1.1. and 8.1.2., and (2) the resolutions of Seller's member(s) identified in Section 2.12 of this Agreement,.

8.3. Proceedings. No Litigation shall have been instituted or threatened by or before any court, arbitrator, or governmental authority, and no order, decree or judgment shall have been rendered by any court, arbitrator, or governmental authority which (1) questions or negates the validity or legality of any transaction contemplated hereby, (2) seeks to or does enjoin any transaction contemplated hereby, (3) seeks or awards material damages on account of the consummation of any transaction contemplated hereby, or (4) involves a petition of bankruptcy or receivership by or against Seller or is an assignment by Seller for the benefit of creditors.

8.4. Damage to Station Assets.

8.4.1. No Material Damage. There shall not have been any material damage to any material portion of the Station Assets which has not been repaired or replaced on or prior to Closing, and, except as otherwise permitted herein, the Station will have remained on air continuously from the date of this Agreement to and including the Closing Date (excluding downtime occasioned by routine maintenance).

8.4.2. Risk of Loss. The risk of loss or damage to any Station Asset prior to the Closing shall be upon Seller. In consultation with Buyer, Seller shall repair, replace and restore any damaged or lost Station Asset to its prior condition as soon as possible and in no event later than the Closing, or, in the alternative, provide a reduction in the Purchase Price by an amount equal to the replacement value of the damaged or lost Station Asset (based on its then present value rather than the cost of a new item) not covered by an assignment to Buyer of insurance proceeds therefore.

8.4.3. Broadcast Interruption. Seller shall promptly notify Buyer upon learning that any of the Station's normal broadcast transmissions are discontinued for more than eight (8) consecutive hours or are in any way impaired in any material manner for more than eight (8) hours (meaning that the Station is operating at less than 90 percent of its licensed power). Seller shall provide Buyer with prompt written notice of the measures being taken to correct such problems. If the Station is not restored to full licensed power within seven (7) days of such event, or if three (3) such events occur with respect to the Station within any thirty (30) day period, then Buyer shall have the right to terminate this Agreement without any liability by providing notice to Seller within ten (10) days of the expiration of the aforementioned 7-day period or the third occurrence of any discontinuance or material impairment.

8.5. FCC Approval. The FCC Order contemplated by this Agreement shall have been granted without any conditions materially adverse to Buyer and shall have become a Final Order (unless Buyer waives the requirement that the Order become a Final Order).

8.6. Lien Search Report. Buyer shall have secured, at its cost, a lien search report, dated no more than ten (10) days prior to Closing, showing that there are no Liens on the Station Assets other than Permitted Encumbrances.

ARTICLE IX. Indemnification.

9.1. Survival. The several representations, warranties, covenants, and agreements of Seller and Buyer contained in or made pursuant to this Agreement shall be deemed to have been made on and as of the Closing, shall survive the Closing, and shall remain operative and in full force and effect for a period of twelve (12) months after the Closing: provided, that liabilities assumed or retained by Seller or Buyer, as the case may be, pursuant to this Agreement shall remain in effect until such liabilities have been paid or discharged in full.

9.2. Indemnification of Buyer. Subject to Section 9.6 hereof, Seller shall indemnify, defend, and hold Buyer harmless from and against any and all damages, claims, losses, expenses, costs, obligations, and liabilities including, without limiting the generality of the foregoing, liabilities for reasonable attorneys' fees ("Loss and Expense"), suffered, directly or indirectly, by Buyer after the Closing Date by reason of, or arising out of, (1) any breach of a representation or warranty made by Seller pursuant to this Agreement, including but not limited to the representations and warranties in Section 2.6, (2) any failure by Seller to perform or fulfill any of its covenants or agreements set forth in this Agreement, (3) any failure by Seller to pay or discharge any liabilities which remain the responsibility of Seller under this Agreement, (4) any failure of Seller to comply with any bulk sale or similar statute, or (5) any Litigation or claim by any third party relating to the business or operation of the Station prior to the Closing.

9.3. Indemnification of Seller. Subject to Section 9.6 hereof, Buyer shall indemnify, defend and hold Seller harmless from and against any and all Loss and Expense suffered, directly or indirectly, by Seller after the Closing Date by reason of, or arising out of, (1) any breach of a representation or warranty made by Buyer pursuant to this Agreement, (2) any failure by Buyer to perform or fulfill any of its covenants or agreements set forth in this Agreement, (3) any failure by Buyer to pay or discharge any liabilities assumed pursuant to this Agreement, or (4) any Litigation or claim by any third party relating to the business or operation of the Station after the Closing.

9.4. Notice of Claim. If either Seller or Buyer believes that any Loss and Expense has been suffered or incurred, such party shall notify the other promptly in writing describing such Loss and Expense, the amount thereof, if known, and the method of computation of such Loss and Expense, all with reasonable particularity and containing a reference to the provisions of this Agreement in respect of which such Loss and Expense shall have occurred. If any action at law or suit in equity is instituted by a third party with respect to which any of the parties intends to claim any liability or expense as Loss and Expense under this Article, such party shall promptly notify the indemnifying party of such action or suit. In no event, however, may the indemnifying party avoid or limit its obligations under this Article by reason of delay unless such delay has prejudiced the indemnifying party, and then the indemnifying party's obligations shall be reduced only to the extent of such prejudice.

9.5. Defense of Third Party Claims. The indemnifying party under this Article shall have the right to conduct and control, through counsel of that party's own choosing, any third party claim, action, or suit at the indemnifying party's sole cost and expense, but the indemnified party may, at that latter party's election, participate in the defense of any such claim, action, or suit at that party's sole cost and expense: provided, that if the indemnifying party shall fail to defend any such claim, action, or suit, then the indemnified party may defend, through counsel of that party's own choosing, such claim, action, or suit and settle such claim, action, or suit, and recover from the indemnifying party the amount of such settlement or of any judgment and the costs and expenses of such defense; and provided further, that the indemnifying party shall be given at least (15) days prior notice of the terms of any proposed settlement thereof so that the indemnifying party may then undertake and/or resume the defense against the claim. The indemnifying party shall not compromise or settle any third party claim, action, or suit without the prior written consent of the indemnified party, which consent will not be unreasonably withheld, conditioned, or delayed: provided, that the indemnified party shall be obligated to provide its consent if such compromise or settlement includes a release for the indemnified party

of all liability with respect to the matter being compromised or settled, a reimbursement of the indemnified party for all Loss and Expense incurred in conjunction with the aforesaid claim, action, or suit, and a provision which denies any liability for the claim.

9.6. Limitations. In no event shall any party have any liability for indemnification under Section 9.2(1) or Section 9.3(1) in excess of Twenty-Five Thousand Dollars (\$25,000).

ARTICLE X. Termination.

10.1. Bases for Termination. This Agreement may be terminated immediately on or prior to the Closing under one or more of the following circumstances:

10.1.1. by the mutual consent of Seller and Buyer;

10.1.2. by Seller, if any of the conditions provided in Article 7 hereof have not been met by the time required and have not been waived;

10.1.3. by Buyer, pursuant to Section 8.4, or if any of the other conditions provided in Article 8 hereof have not been met by the time required and have not been waived;

10.1.4. by Seller, if Buyer is in material breach of any representation, warranty, covenant or other agreement under this Agreement (and Seller is not then in material breach of any representation, warranty, covenant or other agreement under this Agreement) or in the event the Deposit has not been timely made as provided in Section 1.2;

10.1.5. by Buyer, if Seller is in material breach of any representation, warranty, covenant or other agreement under this Agreement (and Buyer is not then in material breach of any representation, warranty, covenant or other agreement under this Agreement);

10.1.6. by Seller or Buyer, if the Closing has not occurred within the time specified in Section 1.6 of this Agreement; or

10.2. Remedies Upon Termination.

10.2.1. Seller's Remedies. If the Agreement is terminated pursuant to Section 10.1.4., Seller shall be entitled to liquidated damages in the amount of Two Thousand Five Hundred Dollars (\$2,500).

10.2.2. Buyer's Remedies. If the parties fail to consummate this Agreement on the Closing Date due to Seller's material breach of any representation, warranty, covenant or agreement hereunder, and Buyer is not at that time in material breach of any representation, warranty, covenant or agreement hereunder, then Buyer may terminate the Agreement or shall be entitled to obtain specific performance from any court of competent jurisdiction of Seller's performance under this Agreement (without posting bond or other security) and, more specifically, of Seller's obligation to consummate the transactions contemplated hereby (in light of the unique character of the Station Assets and the difficulty, if not impossibility, of quantifying Buyer's damages from Seller's material breach). If any action is brought by Buyer to enforce this Agreement by specific performance, Seller shall waive the defense that Buyer has an adequate remedy at law.

10.3. Notice of Breach. Except for nonpayment of the Purchase Price in accordance with the terms of this Agreement, in the event that any party to this Agreement believes that the other party is in material breach of its representations, warranties or obligations hereunder, such

party shall give prompt written notice thereof, detailing the nature of the breach and the steps necessary to cure such breach. For purposes of this Agreement (except in the event of nonpayment of the Purchase Price), no “breach” shall be deemed to have occurred hereunder unless the party alleged to be in breach has been afforded a cure period of at least thirty (30) days following receipt of such notice within which to cure such breach.

10.4. Survival of Confidentiality Obligations. Notwithstanding any other provision of this Agreement, the provisions of Sections 5.6 and 6.2 shall survive any termination of this Agreement.

ARTICLE XI. Miscellaneous.

11.1. Expenses. Except as otherwise provided herein, each party hereto shall be solely responsible for all fees and expenses which it incurs in connection with the transactions contemplated by this Agreement, including, without limitation, legal fees incurred in connection herewith: provided, that the FCC filing fees for the Application and any taxes or other fees imposed on the assignment or transfer of the Station Assets shall be divided equally between Seller and Buyer.

11.2. Assignments. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party: provided, that Buyer may assign its rights and obligations under this Agreement to another entity controlled by or under common control with Buyer (with the understanding that Buyer shall nonetheless remain liable to Seller hereunder in the event that such assignee fails to fulfill its obligations hereunder).

11.3. Further Assurances. From time to time prior to, at and after the Closing, each party will execute all such instruments and take all such actions any other party shall reasonably request in connection with effectuating the intent and purpose of this Agreement and all transactions contemplated by this Agreement, including, without limitation, the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered at the Closing.

11.4. Notices. All notices and other communications authorized or required by this Agreement shall be in writing, shall be delivered by personal delivery, by email, or by overnight delivery service (charges prepaid). Notices shall be delivered to each party at the following addresses (or at such other address as any party may designate in writing to the other parties):

If to Seller, to:

James L. Campbell, President
Radio Training Network, Inc.
P.O. Box 7217
Lakeland, FL 33807-7217
Email: gosrad@aol.com

With a copy, which shall not constitute notice, to:

A. Wray Fitch III
Gammon & Grange, P.C.
8280 Greensboro Drive, 7th Floor

McLean, VA 22102-3807
Email: awf@gg-law.com

If to Buyer, to:

Jimmy Johnson, President
Johnson Broadcast Ventures, Ltd.
P.O. Box 1202
1406 St. Andrew Street
Tarboro, NC 27886
Email: jjwcpsam@embarqmail.com

With a copy, which shall not constitute notice, to:

John C. Trent
Putbrese Hunsaker & Trent, PC
200 South Church Street
Woodstock, VA 22664
Email: fccman3@shentel.net

11.5. Law Governing. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina without regard to conflict of laws provisions.

11.6. Waiver of Provisions. The terms, covenants, representations, warranties, and conditions of this Agreement may be waived only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall not affect the exercise of a party's rights at a later date. No waiver by any party of any condition or the breach of any provision, term, covenant, representation, or warranty contained in this Agreement in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation, or warranty of this Agreement. No practice of the parties shall, by itself, be deemed a waiver of any right hereunder.

11.7. Counterpart Signatures. This Agreement may be executed in counterparts, and all counterparts so executed shall collectively constitute one agreement, binding on both parties hereto, notwithstanding that both parties are not signatory to the original or the same counterpart. Facsimile and electronically-delivered signatures shall be sufficient to make this Agreement binding.

11.8. Reimbursement of Legal Expenses. If a formal legal proceeding is instituted by a party to enforce that party's rights under this Agreement, the party prevailing in the proceeding shall be reimbursed by the other party for all reasonable costs incurred thereby, including but not limited to reasonable attorneys' fees.

11.9. Publicity. Except as required by applicable law or government regulation, or with the other party's express written consent, which shall not be unreasonably withheld, no party to

this Agreement shall issue any press release or make any public statement (oral or written) regarding the transactions contemplated by this Agreement.

11.10. Seller's Access to Records. Any records delivered to Buyer by Seller relating to the operation of the Station or Seller's business shall be maintained by Buyer for a period of three (3) years after the Closing Date. Upon reasonable prior notice, Seller shall be entitled to inspect and copy any of such records for purposes of preparing and completing any tax returns or other compilations of its operation of the Station. In the event that it wishes to dispose of such records, Buyer shall give Seller thirty (30) days' prior written notice and an opportunity to retrieve such records at Seller's expense.

11.11. Entire Agreement. This Agreement and the documents referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof, supersede and cancel any and all prior or contemporaneous agreements and understanding between them with respect to the subject matter hereof, and may not be amended except in a writing signed by the parties.

ARTICLE XII. Rules of Construction.

12.1. Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

12.1.1. "Knowledge" means actual knowledge of James L. Campbell (in the case of Seller) or of Jimmy Johnson (in the case of Buyer) without any independent investigation.

12.1.2. "Ordinary Course of Business" means the ordinary course of business of the Station consistent with past practices and customs (including with respect to quantity and frequency).

12.2. Number and Gender. Whenever the context so requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be construed to mean or include any other gender or genders.


12.3. Headings and Cross-references. Headings of the sections have been included for convenience of reference only and shall in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross-references to sections herein shall mean the section of this Agreement unless otherwise stated or clearly required by the context. Words such as "herein" and "hereof" shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise stated or clearly required by the context. The term "including" means "including without limitation."

12.4. Computation of Time. Whenever any time period provided for in this Agreement is measured in "business days," there shall be excluded from such time period each day that is a Saturday, Sunday, recognized federal legal holiday, or other day on which the FCC's offices are closed and are not reopened prior to 7:00 p.m. Washington, D.C. time. In all other cases, all days shall be counted.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year written above.

RADIO TRAINING NETWORK, INC.

By: 
James L. Campbell
President

JOHNSON BROADCAST VENTURES, LTD.

By: _____
Jimmy Johnson
President

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year written above.

RADIO TRAINING NETWORK, INC.

By: _____
James L. Campbell
President

JOHNSON BROADCAST VENTURES, LTD.

By: _____
Jimmy Johnson
President

**SCHEDULE 1
FCC LICENSES**

<u>Application</u>	<u>File Number</u>	<u>Expiration Date</u>
License to Cover	BLFT-20090330AIW	12/01/2011

ND: 4830-2867-4309, v. 2

SCHEDULE 3
CONTRACTS

FROM : HISRADIO@WRTP

FAX NO. : 9192569559

Feb. 18 2010 04:20PM P2

Memorandum Of Antenna Space Rental Agreement and License

Brown Communication Towers
 700 N. Church Street / P.O. Box 669
 Rocky Mount, North Carolina 27802
 Phone: 252-442-8847
 Fax: 252-442-0573

Tower Site Location: BCT Site 2 Tower # 2

Licensee	Top of Antenna : <u>400' & 100'</u>
Radio Training Network, Inc	Cost Per Foot Per Month: <u>80 Cents</u>
2420 Wade Hampton Blvd	License Date: _____
Greenville, SC 29615	Commencement Date: <u>12/1/00</u>
Lessor	Term: <u>36 Months</u>
Brown Communication Towers	Term Space Fee: <u>\$ 14,400.00</u>
700 N. Church St.	Monthly Space Fee: <u>\$ 400.00</u>
Rocky Mount, NC 27802	Frequency: <u>105.3 TX</u>
	<u>90.1 RX</u>

Space Rental and License Site

Space on a 500' radio tower located on Pleasant Hill Road (SR-1135) near Rocky Mount, Edgecombe County, North Carolina located at coordinates 35 54 10.56" N. Latitude and 77 46 55.92" W. Longitude. Approximately 135' AMSL installed at 400' ft. level (highest point of the antenna above ground level).

Description and Location Of Equipment	Monthly Fee	Initial Annual Cost
See Page Six	\$ 400.00	\$ 4800.00

THE TERMS AND CONDITIONS OF THIS AGREEMENT AND LICENSE ARE
 CONTAINED IN THE ATTACHED AGREEMENT

Radio Training Network, Inc BROWN COMMUNICATION TOWERS
 Licensee

BY Joe McCall

BY Joe L. Burt

STATE OF NORTH CAROLINA
COUNTY OF EDGEcombe

ANTENNA SPACE LICENSE AGREEMENT

THIS AGREEMENT made and entered this 1 day of December, 2000
by and between Brown Communication Tower, a division of Brown Gifts, Inc.
(hereinafter "BCT"), and Radio Training Network, Inc. (hereinafter "Licensee");

WITNESSETH

WHEREAS, BCT owns, operates and maintains a 500' radio tower located on Pleasant Hill Road in Edgecombe County, North Carolina, at coordinates 35 54 10.56 N. latitude & 77 46 55.92 W. longitude,

WHEREAS, Licensee desires to install, operate, and maintain an antenna and coaxial cable upon BCT's tower site and to install, operate and maintain radio equipment and related cabling, wiring and accessories inside the equipment building located at the base of the said tower and BCT desires to grant Licensee a license for the same,

NOW, THEREFORE, for good and valuable consideration and for these premises and the covenants and agreements hereinafter set forth, the parties agree as follows:

1. BCT grants a license to licensee to install, operate and maintain at Licensee's expense and risk an antenna and coaxial cable upon its radio tower site and to maintain at Licensee's expense and risk radio equipment and related cabling, wiring and accessories inside the equipment building located at the base of said tower.
2. The primary term of this Agreement shall commence on 12/1/00 and terminate on 11/30/03. BCT hereby grants Licensee the right to extend the primary term of this Agreement for an unlimited number of additional one year periods, upon Licensee giving BCT written notice of its intention to renew this Agreement for the next extended term ninety (90) days in advance of the expiration of the then current term. Should Licensee fail to give BCT such written notice, then within thirty (30) days after Licensee's receipt of written notice from BCT to vacate the premises, Licensee shall have the right to correct such omission and extend this Agreement as aforesaid. Licensee shall have the right to cancel this lease after 90 days written notice in the event that the site becomes unusable due to interference from an outside source or if they lose their F.C.C. license.
3. During the primary term hereof, commencing on 12/1/00, Licensee shall pay BCT a monthly antenna location charge of \$400.00 in advance on or before the first day of each month (prorated for partial months). The monthly fee may be changed any time during the extended term, upon thirty (30) days written notice to Licensee.

4. In the event Licensee fails to pay the monthly antenna charge when due, BCT shall be entitled to collect interest at the rate of 1-1/2% of the previous month's outstanding balance, but in no case more than the maximum interest allowed by law. BCT shall also be entitled to recover its reasonable costs of collection including attorneys' fees. Failure by Licensee to pay the monthly antenna location charge as due shall entitle BCT, in its sole discretion, to terminate this Agreement and disconnect Licensee's radio equipment, but failure by BCT to do so shall not be a waiver of its right of termination for nonpayment. In such event of termination, Licensee shall be liable to BCT for a \$100.00 disconnection charge.

5. BCT agrees to furnish such electrical power Licensee may require for operation of its radio equipment; however, Licensee expressly understands and agrees that BCT shall not be held responsible or liable for any power outage or interruption of power service to the tower site but will endeavor to correct the condition causing power interruption as soon as reasonably possible.

6. After the primary term, BCT or Licensee may terminate this Agreement at any time with or without cause upon thirty (30) days written notice to be sent by certified mail to the address so designated for this purpose; provided that BCT may terminate and cancel this Agreement on twenty-four (24) hours notice in the event that Licensee's base station, antenna or other equipment located upon the premises or tower of the BCT are causing or contributing to noticeable degradation of the usual operation of the radio equipment of BCT's tower or with equipment located in the equipment building; and provided also that BCT may terminate and cancel this Agreement for nonpayment of the monthly antenna location charge as set forth hereinabove. Upon expiration or termination of this Agreement, a Licensee shall remove at its expense all of its equipment from the tower site and will restore the site to its original condition.

7. Licensee will have access to BCT's tower site and to the equipment building only in the company of a representative of BCT. Only personnel approved by BCT will be permitted to enter the premises or go on or install equipment on the tower. At its option, BCT may provide a representative for such purposes upon reasonable notice from Licensee, and agreement in advance as to the time.

8. Licensee agrees that BCT shall not be liable to Licensee for any losses, cost or expenses arising out of damage to property of Licensee located on the tower site or out of bodily injuries or resulting death sustained by Licensee's representatives, agents, employees, contractors, or other persons on the tower site by its permission. Licensee further agrees that BCT shall not be liable for any loss of service of

Licensee's equipment any loss of rentals or use fees by Licensee, or for any other type of loss that Licensee may suffer because of failure of the tower or any other equipment or service furnished by ECT. Licensee shall indemnify and hold BCT harmless against the claims of any third parties for loss or damage based upon or arising out of Licensee's use of or operation at the tower site. Licensee shall, during the term of this Agreement, carry adequate public liability insurance and adequate casualty loss insurance for bodily injury and damage to personal property, which name BCT as an insured under the policies, and a copy of said policy or policies shall be furnished to BCT.

9. Licensee's radio station and related equipment shall be installed and maintained in accordance with the following requirements;

- (a) Antennas shall have no more than 3.3 square feet of projected wind surface; except, as may be necessary as in the installation of microwave antenna, and then only with the approval of BCT
- (b) Antenna shall be installed at a location and in a manner designated by BCT.
- (c) All mounting brackets, clamps and bolts shall be stainless steel or galvanized.
- (d) All coaxial cable shall be fastened to the tower at each "snap in" location on the tower.
- (e) The coaxial cable shall be grounded with grounding kits at both the top and bottom of the tower as well as the entrance through the metal port holes into the attic.
- (f) A lightning arrester shall be installed inside the tower building at the end of the coaxial cable. This equipment should be made by Poly-Phaser or be its equal in quality.
- (g) The coaxial cable must be installed in such manner as to form a drip loop at building; cable entrance.
- (h) The base station shall be installed at a location designated by BCT.
- (i) The base station shall be grounded with AWX No. 6 copper conductor to ground buss.
- (j) The Licensee shall install a GE surge protector or equivalent at base station's AC outlet.
- (k) Traps and filters shall be placed in the transmitter output in order to eliminate potential harmful interference with other radio users.

- (l) Licensee shall install a wall feed through for the coax cable where it comes through the ceiling of the equipment room.
- (m) Licensee shall attach a permanent, weatherproof label to antenna and to coaxial cable inside the tower building attic which identifies their ownership.
- (n) Licensee shall use "snap in" hangers to attach the coaxial cable to the tower.
- (o) Licensee shall provide a boot to seal their cable entrance through the ports into the attic room.
- (p) If the antenna is to be mounted at 500, 450, or 400 feet levels, then the Licensee shall use the existing side arm mounting brackets.

10. Licensee, its agents and representatives, and any and all other persons using Licensee's antenna and radio equipment shall operate the same in a reasonable manner at Licensee's sole expense and risk. Licensee shall comply with all laws and governmental regulations respecting such use and be responsible for obtaining all required permits or licenses. Licensee shall hold BCT harmless from any responsibility or liability arising from the use of Licensee's antenna and equipment by any Licensee or any other person or party. Licensee shall not cause interference with the radio, microwave, or television transmission or reception of other parties using the tower site. Without the express written permission of BCT, Licensee shall not broadcast commercial radio or television signals from the tower site.

11. The failure of BCT to insist in any instance on strict performance of any covenant hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant or option in any other instance, and no modification of any provision hereof and no cancellation or surrender of rights and privileges herein afforded shall be valid unless in writing and signed by the parties. Except for a Memorandum of Agreement executed or adopted simultaneously herewith, this document is the whole and complete agreement of the parties. It replaces or excludes any warranties, written or oral, made or offered heretofore. (This requirement shall not be construed to require consent of or signature by parties receiving notices designated in paragraphs two, three and six hereinabove as a condition to the effectiveness of the notice given).

12. Any notice or demand required or permitted to be given or made hereunder shall be sufficiently given or made by certified mail in a sealed envelope, postage prepaid, addressed in the case of Brown Communication Tower to: P.O. Box 669

Rocky Mount, NC 27802, and addressed in the case of Licensee as set forth below in this Agreement. Any such notice or demand shall be deemed to have been given or made at the time it is deposited in the United States Post Office. BCT or Licensee may from time to time designate any other address for this purpose by written notice to the other party.

13. This license is personal to Licensee and no assignment or sublicense in the whole or in part shall be valid without the written consent of BCT.

14. This agreement shall allow licensee to place the following equipment inside the tower building.

Cabinet #1:	_____	Height	<u>60</u>	Width	<u>24</u>	Depth	<u>28</u>
Cabinet #2:	_____	Height	_____	Width	_____	Depth	_____
Cabinet #3:	_____	Height	_____	Width	_____	Depth	_____
Cabinet #4:	_____	Height	_____	Width	_____	Depth	_____

15. This agreement shall allow licensee to place the following equipment on the tower.

Feed Line #1:	<u>TX</u>	Length	<u>400'</u>	Diameter	<u>1/2"</u>	Proj. Wind Load	_____
Feed Line #2:	<u>RC</u>	Length	<u>100'</u>	Diameter	<u>1/8"</u>	Proj. Wind Load	_____
Antenna #1:	_____	Length	_____	Weight	_____	Proj. Wind Load	_____
Antenna #2:	_____	Length	_____	Weight	_____	Proj. Wind Load	_____

16. This agreement shall allow licensee to place the following equipment on the ground near the tower.

Equipment #1: _____

Equipment #2: _____

17. This Agreement shall be construed and applied in accordance with the laws of the State of North Carolina and shall be binding on the parties hereto and their heirs, successors and assigns.

FROM : HISRAD10-WRTP

FAX NO. : 9192569559

Feb. 18 2010 04:23PM PB

IN WITNESS WHEREOF, the parties hereto have signed and sealed this instrument the day and year first above written.

BCT:

Brown Communication Tower

By: Joe L. Brown

Attest

Secretary

Licensee:

Radio Training Network IncBy: Dee McCall

Attest:

Secretary

Brown Communication Tower's Mailing Address:

Brown Communication Tower
P.O. Box 669 / 700 N. Church St.
Rocky Mount, NC 27802

Licensee's Mailing Address:

Radio Training Network, Inc
2420 Wade Hampton Blvd
Greenville, SC 29615