

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of October 7, 2014, between BAPTIST BIBLE COLLEGE INC. (“Seller”), a Missouri benevolent corporation and RADIO TRAINING NETWORK, INC., a Georgia non-profit corporation, referred to as the (“Buyer”).

Recitals

A. Seller owns and operates the following non-commercial educational radio broadcast station (the “Station”) and radio tower, which is in the business of providing non-commercial educational radio programming (hereinafter referred to as the “Business”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

KWFC (FM) 89.1, Springfield, MO (Facility Id. No. 3681)

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

AGREEMENT

In consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

1. Sale of Property.

Subject to the conditions set forth in this Agreement, at the Closing (as defined hereinafter), Seller shall assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and accept from Seller, all right, title and interest of Seller in and to the assets used by Seller in the operation of the Station (the “Assets”), free and clear of all liens as specified below:

1.1.1. FCC Licenses.

All transferable licenses, construction permits or authorizations issued by or pending before the FCC for use in the operation of the Station that are set forth on Schedule 1.1.1, together with any and all renewals, extensions and modifications thereof (the “FCC Licenses”).

1.1.2. Tangible Personal Property.

The broadcast towers, antennas, main and back-up transmitters and generators, studio-transmitter links (STLs) and other tangible personal property owned and principally used by Seller in the operation of the Station as set forth in Schedule 1.1.2. (“Tangible Personal Property” or “Personal Property”). Assets shall not include Seller cash and Seller's Accounts Receivable. It shall be Buyer's responsibility to remove all Personal Property, at Buyer's cost, being transferred by this Agreement off of Seller's campus tower.

1.1.3. Assumed Contracts.

Only those Contracts of the Seller principally related to the operation of the Station that are set forth on Schedule 1.1.3, together with such modifications thereto (collectively, the “**Assumed Contracts**” and a/k/a the “**Material Contracts**”).

1.1.4. Business Records.

Unless as may be otherwise required by law, the books and records principally related to the Assets, such as property tax records, logs, all materials maintained in the FCC public file principally relating to the Station, technical data, and all other records, correspondence with and documents pertaining to Governmental Authorities and similar third parties (the “**Business Records**”).

1.1.5. Real Property.

Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, that certain lot or parcel of land upon which the Tower is situated, which is identified in Schedule 1.1.5 (the "Real Property"), including all improvements thereon, appurtenances thereunto belonging, and all easements and rights-of-way benefitting or appurtenant to the Real Property.

1.1.6 Intangible Property

Seller’s intangible assets used in the operation of the Station including but limited to the Station’s call signs;

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following (collectively, the “Excluded Assets”):

- (a) Seller’s cash and cash equivalents;
- (b) Seller’s insurance policies;
- (c) Seller’s employee benefits plans, and all employee obligations;
- (d) all contracts and agreements unless expressly assumed hereunder; and
- (e) any and all other tangible personal or real property of Seller not directly related to the operation of the Station or otherwise specifically described herein; and
- (f) any real estate or buildings located on Seller’s campus unless expressly included hereunder.

1.3 Retained Liabilities.

Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer (the “Retained Liabilities”), including without limitation any liability or obligation of Seller under any contracts other than the Assumed Contracts

2. Escrow Deposit.

For and in partial consideration of the execution and delivery of this Agreement, simultaneously with the execution and delivery of this Agreement, Buyer has deposited in escrow with Patrick Communications L.L.C.(the “**Deposit Escrow Agent**”), an amount equal to Forty Thousand Dollars (\$40,000) in cash, said amount to be held as an earnest money deposit (the “**Deposit**”), in accordance with the terms and conditions of this Agreement and the Deposit Escrow Agreement dated as of the date hereof among Buyer, Seller and the Deposit Escrow Agent, in the form attached hereto as Exhibit A and incorporated by reference herein (the “**Deposit Escrow Agreement**”), and which will be applied to the Purchase Price at the Closing as provided in Section 2.1. In the event the Agreement is terminated the Deposit shall be returned to Buyer unless Buyer is in breach of the Agreement.

2.1. Purchase Price.

The purchase price to be paid for the Station Assets shall be the sum of One Million Three Hundred and One Thousand Dollars (\$1,301,000.00) subject to adjustment pursuant to Section 2. (the “Purchase Price”). The Purchase Price shall be paid as follows:

2.1.1 Cash Payment. Cash payment of Eight Hundred Forty-Five Thousand Dollars (\$845,000.00) by wire transfer to be paid at Closing.

2.1.2 Underwriting Spots. The balance of Four Hundred Fifty Six Thousand Dollars (\$456,000.00) shall be paid in underwriting spots, valued at Twenty Five Dollars (\$25.00) per spot. This arrangement will be set forth in an underwriting agreement between the Seller and Buyer of the Station, substantially in the form attached hereto as Exhibit B and incorporated by reference herein (the “Underwriting Agreement”).

2.1.3 Prorations. The operation of the Station and the collections and operating expenses attributable thereto until 11:59 p.m. on the date preceding the day of Closing (the “Adjustment Time”) shall be for the account of Seller and thereafter for the account of Buyer, and collections and expenses shall be prorated between Seller and Buyer as of the Adjustment Time in accordance with generally accepted accounting principles, and the Purchase Price shall be adjusted accordingly. Such prorations shall include any property taxes, music and other license fees, utility expenses, and similar prepaid and deferred items. Commissions related to the solicitation of underwriting broadcast on the Station prior to Closing shall be the responsibility of Seller, and commissions related to the solicitation of underwriting broadcast on the Station after Closing shall be the responsibility of Buyer. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within ninety (90) calendar days after Closing.

3. Closing.

3.1 Closing The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the “Closing”) shall take place on a date designated by Buyer within fifteen (15) business days after the date that the FCC Consent (defined below) either (at Buyer’s option) is initially granted or becomes Final (defined below), in any case subject to the satisfaction or waiver of the last of the conditions required to be satisfied or waived pursuant to Articles 6 or 7 below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing). The date on which the Closing is to occur is referred to herein as the “Closing Date.” For purposes of this Agreement, the term “Final” shall mean that action shall have been taken by the FCC (including action duly taken by the FCC’s staff, pursuant to delegated authority) which shall not have been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

3.2 FCC Consent.

(a) Within five (5) business days after the date of this Agreement, Buyer and Seller shall file an application (the “FCC Application”) requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer and a waiver in favor of Buyer of the FCC’s main studio rule with respect to the Station (the “FCC Consent”). Buyer shall prepare the FCC Application at its sole cost and expense, and Buyer will file the FCC Application after approval by Seller. Seller agrees that, after it has been given two (2) business days to review the FCC Application, and provided that it is reasonably satisfied with such application, it will authorize the filing of the FCC Application. If the FCC Application is dismissed or denied, or if the FCC requests correction of a deficiency, Seller agrees to use reasonable efforts to resolve the deficiencies in a manner that does not materially diminish the benefit of this Agreement for either party and to refile the FCC Application if requested to do so by Buyer at the sole cost and expense of Buyer.

(b) Seller and Buyer shall diligently prosecute the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

4. Representations and Warranties of Seller.

Seller represents and warrants to Buyer all of the following. The following representations or warranties are materially true as of the date of this Agreement unless otherwise noted in Schedule 4, and all the representations or warranties shall be true in all material respects as of the Closing, with time being of the essence:

4.1. Authorization of Agreement.

The execution and delivery of this Agreement and consummation of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary action on the part of Seller. This Agreement constitutes a valid and legally binding obligation of Seller enforceable according to its terms. The execution and delivery of this Agreement, consummation of the transaction contemplated by this Agreement, and compliance by Seller with all the provisions of this Agreement will not:

(a) Violate any provision of the terms of any applicable law, rule, or regulation of any governmental body having jurisdiction;

(b) constitute a default under any of the terms, conditions, or provisions of, or result in the breach of, or accelerate or permit the acceleration of the performance required by, any note, bond, mortgage, indenture, license, agreement, or other instrument or obligation of any nature whatsoever to which Seller is a party or by which any of the Assets are bound; or

(c) Violate any order, writ, injunction, decree, statute, rule, or regulation applicable to Seller or the Assets.

4.2. Creditors.

Seller represents and warrants that the Assets will be transferred, sold, and conveyed to Buyer free and clear of any and all liabilities, obligations, and debts of Seller, whether contingent, fixed, liquidated or unliquidated. Seller further represents and warrants that no creditor of Seller shall in any manner be able to adversely affect the valid, complete and effective conveyance of the Assets to Buyer in accordance with this Agreement, and Seller will save and hold harmless Buyer and the Assets from any and all liability for any and all debts and liabilities of Seller.

4.3. Payment of Taxes.

Seller has filed all Federal, state, and local tax returns of any kind or character required to be filed by Seller, and Seller has made timely payment, of any and all taxes owed and properly due and payable by Seller. With respect to any taxes not yet due and payable by Seller, Seller covenants and agrees that Seller will timely and properly pay all such Federal, state, and local taxes required to be paid by Seller when such taxes become due and payable. With respect to any tax returns not yet due from Seller, Seller further covenants and agrees to file any such Federal, state, and local tax returns required to be filed by Seller in a timely and complete manner when such returns are required to be filed, subject to any extensions validly and properly obtained by Seller. Seller agrees to indemnify and save and hold harmless Buyer from any and all liability whatsoever for any taxes of any kind or character owed by Seller or attributable to any operation or ownership of Assets by Seller prior to the date of Closing.

4.4. Title to Assets.

Except as otherwise specifically provided in this Agreement, Seller has good and marketable title to all Assets free and clear of all mortgages, liens, pledges, charges, or encumbrances of any

nature whatsoever.

4.5. Condition of Assets.

All Personal Property shall be in substantially the same condition as it was at the point of execution of this Agreement as of Closing, but, otherwise is being sold "AS IS." To the best of Seller's knowledge, Seller represents and warrants that Seller has all permits, licenses, and other consents and approvals necessary for the use of the Personal Property. Seller has not received any notice from any governmental agency alleging or claiming that any of the Personal Property or Assets, or the use thereof in the operation of the Station, are in violation of any applicable laws or regulations.

BUYER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PERSONAL PROPERTY AS PROVIDED FOR IN THIS AGREEMENT IS MADE WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND AND IS ON AN "AS IS" "WHERE IS" CONDITION AND BASIS WITH ALL FAULTS, AND SELLER DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE PERSONAL PROPERTY EXCEPT AS OTHERWISE INDICATED IN THIS AGREEMENT. SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE PERSONAL PROPERTY BEING SOLD THAT HAS BECOME ANY BASIS OF THIS BARGAIN. FURTHER, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE PERSONAL PROPERTY BEING SOLD THAT HAS CREATED OR AMOUNTED TO AN EXPRESS WARRANTY THAT THE PERSONAL PROPERTY WOULD CONFORM TO ANY SUCH AFFIRMATION OR PROMISE. IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN ADJUSTED BY PRIOR NEGOTIATION TO REFLECT THAT ALL OF THE PERSONAL PROPERTY AS SOLD BY SELLER AND PURCHASED BY BUYER ARE SUBJECT TO THE FOREGOING DISCLAIMERS OF WARRANTY. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PERSONAL PROPERTY AND IS RELYING SOLELY ON BUYER'S INSPECTION OF THE PERSONAL PROPERTY.

4.6. Employees.

Seller has no written employment agreement with any employee of Seller related to the operation of the Station, and Seller is not a party to any union contract or any pension, profit-sharing, or other employee benefit plans which would be binding in any manner on Buyer. Seller represents and warrants that all of Seller's Station employees are employees "at-will" and are not entitled to any damages or other payments from Buyer as a result of the transactions contemplated by this Agreement. There are no pending or threatened claims by any past or present employee or any government agency alleging any form of discrimination in employment practices or operations, violations of any OSHA or similar requirements, claims for wrongful discharge, or any other claims alleging sexual harassment, unsafe work conditions or environment, or other violations of any applicable safety, health, or employment laws, rules, or regulations. Seller shall save and hold harmless Buyer from any liability to any employee, agent, or independent contractor of Seller for any compensation or benefits of any kind and character, attributable to any period prior to the Closing. Buyer shall not be obligated to continue the employment of any current employees of the

Station and shall not assume and will be free of all liabilities of any kind in connection with any such employees whose employment is not continued by Buyer as of the Closing

4.7. Litigation and Claims.

Except as provided on Schedule 4.7, there are no (a) legal, administrative, arbitration, or other proceedings pending against Seller, and (b) to the best of Seller's knowledge (as hereafter defined), there are no (i) governmental investigations or (ii) proposed or threatened claims, litigation, administrative, arbitration, or other proceedings by any person, firm, or entity. Seller represents and warrants that Seller has complied with and is not in default in any respect under any laws, ordinances, requirements, engineering standards, regulations, or orders applicable to the Station, including, without limitation, all applicable safety, pollution, equal opportunity (including affirmative action compliance), environmental, and ERISA laws or regulations. Seller represents and warrants that Seller has at all times complied with all applicable Federal, state, and local laws and regulations relating to the employment of labor, including, without limitation, Federal, state, and local withholding tax laws, Federal labor laws, wage and hour laws, and discrimination laws.

4.8. No Adverse Conditions.

To the best of Seller's knowledge, there are no material adverse conditions or circumstances that may interfere with Buyer's use and enjoyment of or opportunity to resell or encumber any Assets of Seller to be purchased pursuant to this Agreement or that might otherwise impede Buyer's ability to operate the Station using the Assets Seller represents that there have been no material adverse changes in the operation of the Station in the last twelve (12) months prior to execution of the letter of intent between the parties, and Seller is not aware of any fact or circumstance which is or may be likely to result in any material adverse change in the prospects or operations of the Station before or after Closing, including but not limited to, any fact or circumstance which would cause or could presumably cause a cancellation of any Material Contract, as defined hereafter.

4.9. Conduct of the Station.

Since the end Seller's most recently ended fiscal year, through and including Closing, the Station has been operated only in the ordinary course and there has not been:

(a) Any materially adverse change in the operation of the Station, except as specifically disclosed;

(b) Any damage, destruction or loss (whether or not covered by insurance) materially and adversely affecting the Assets and the Station, except as specifically disclosed;

(c) Any agreement, contract or other arrangement entered into, or any debt, obligation or liability (whether direct or indirect, contingent or otherwise) incurred by Seller other than in the ordinary course of operation of the Station, except as specifically disclosed;

(d) Any sale or other disposition of or lien or encumbrance placed on any of Seller's Station properties, except as specifically disclosed;

(e) Any employment contract or arrangements entered into with any Station employees; or

(f) Any other occurrence, event, condition or state of facts of any kind which materially affects or which may materially affect the overall operation of the Station in any adverse manner, except as specifically disclosed. Buyer has reviewed the condition of the Station and radio tower and both parties acknowledge that certain repairs to the Station and radio tower will need to be made, for which Buyer is being given a lesser Purchase Price. Buyer has agreed to make any and all repairs as it deems necessary.

4.10. Material Contracts.

Schedule 4.10 contains a list, with full copies thereof, of all Material Contracts (a/k/a the Assumed Contracts) pertaining to the Station. For the purposes of this Section, "Material Contracts" shall mean any all service and maintenance agreements affecting or applicable to any of the Assets, and any agreements with any suppliers which are not terminable on less than 30 days' notice or which contemplate payment by any party thereto of a sum which exceeds One Hundred and no/100 dollars (\$100.00). Seller represents and warrant that all Material Contracts are in full force and effect, that Seller is not in default in any manner there under, and to the best of Seller's knowledge, no other party to such Material Contracts is in default there under. Seller shall deliver to Buyer at Closing any consents necessary with respect to the assignment of such Material Contracts to Buyer. Anything in this Agreement to the contrary notwithstanding, however, if Seller fails to obtain prior to Closing any required consents with respect to any such Material Contract, then this Agreement shall not cause the sale, conveyance, assignment, or transfer of such Material Contract if an attempted sale, conveyance, assignment, sublease or transfer thereof would constitute a breach of, or adversely affect the rights of either Seller or Buyer with respect to, such Material Contract (a "Non-assignable Contract"). After Closing, the Seller and the Buyer will continue to use reasonable efforts to obtain and satisfy all consents not obtained prior to Closing and to resolve all impracticalities of sale, conveyance, assignment, or transfer necessary to convey to Buyer all Non-assignable Contracts.; Notwithstanding anything to the contrary, however, Buyer may elect not to close in the event a necessary consent to assign a Material Contract is not obtained. In the event such election is made, the Agreement will terminate without liability to either party unless such party is in breach.

4.11. Licenses.

Seller represents and warrants that Seller has all governmental licenses and permits including, but not limited to, the Federal Communications Commission (FCC), and any other Federal, state, and local licenses and/or permits necessary to operate the Station and has complied in all material respects with all laws, rules and regulations and orders applicable to the Station. The licenses and permits of Seller are in full force and effect and there is no pending or threatened proceeding seeking or requesting the revocation or material limitation of any such license or permit.

4.12. Ownership of Seller.

Seller represents that it as a Non-Profit and Educational institution established under the laws

of the State of Missouri and is the legally recognized owner of the Station, the Assets, and the associated Real Property.

4.13. Deleted

4.14. No Omissions or Misrepresentations.

No representation, warranty, or statement of Seller omits or will omit to state any material fact necessary to make each representation or warranty or statement in this Agreement accurate and not misleading in any material respect.

4.15. Real Property.

4.15.1. Except as set forth on Schedule 4.15.1, the title to the Real Property is, and at Closing will be, marketable, indefeasible and insurable, and good of record and, in fact, free and clear of all liens, and encumbrances, except for any exceptions agreed in writing by the parties ("Permitted Exceptions"). Title will otherwise be free of "covenants, conditions and restrictions" and will be insurable by the title insurance company chosen by Buyer. There are no title conditions adversely affecting title insurability. Seller warrants that to the best of Seller's knowledge, the Real Property meets all of the following requirements: (1) there are no encroachments upon the Real Property; (2) the improvements on the Real Property do not encroach upon adjoining properties; and (3) all individual parcels of real property constituting the Real Property are contiguous.

4.15.2. Seller warrants that it is the sole fee simple owner of the Real Property and has all necessary authority and power to sell the Real Property. Seller warrants that there are no other contracts for sale or options involving the Real Property, and except as set forth on Schedule 4.15.2, no other person, firm, or entity has any right, title or interest in the Real Property, and except as set forth on Schedule 4.15.2, as of Closing, there will be no leases affecting the Real Property, and unencumbered and complete possession of the Real Property will be delivered to Buyer at Closing, free and clear of any claims of any person, firm, or entity.

4.15.3. To the best of knowledge of the Seller, the Real Property use as a tower site is an existing permissible use under the terms of the present zoning, and the use of the Real Property for the operation of the Station and the status, conditions, and location of all improvements on the Real Property are in full compliance with current zoning laws, subdivision laws, and applicable building code provisions. To the best of knowledge of the Seller, none of the Real Property is in a flood plain or subject to the provisions of any laws applicable to wetlands. To the best of knowledge of the Seller, there are no Federal, state, municipal or public zoning or other restrictions, rules, or regulations that will prevent the utilization of the Real Property for the operation of the Station or other lawful purposes, and Seller does not know of any such restrictions, rules, or regulations contemplated in the future. There are no eminent domain or condemnation proceedings pending against the Real Property, and Seller has no knowledge of such proceedings or of any intentions or plans definite or tentative that such proceedings might be instituted.

4.15.4. Seller represents that there are no actions or suits in law or equity or proceedings by any governmental agency now pending or, to the best knowledge of Seller, threatened against Seller in connection with the Real Property. There is no outstanding order,

writ, injunction or decree of any court or governmental agency affecting the Real Property.

4.15.5. Seller represents and warrants that there has not been made and will not be made, without the consent of Buyer, any proffers or other commitments to any state, county, Federal or local governmental or quasi-governmental authority, utility company, school board, or any public or private organization or individual, relating to the Real Property, which would impose any obligation on Buyer or its successors and assigns, after Closing, to make any contribution of money or dedications of land or to construct, install or maintain any improvements of a public or private nature on or off the Real Property, or which would create or impose any encumbrance or restriction on the Real Property.

4.15.6. To the best knowledge of Seller, Seller represents and warrants that there are no underground storage tanks located on or under the Real Property, and there are no tanks, receptacles or other facilities on, in or under the Real Property which are designed or used for the storage of any petroleum products.

4.15.7. To the best knowledge of Seller: (i) none of the Real Property has been excavated (except for standard grading related to site development); (ii) no hazardous materials, toxic chemicals, or similar substances, as defined by 42 U.S.C. §1251, et seq. or 42 U.S.C. §6901, et seq. or 42 U.S.C. §9601, et seq., or 33 U.S.C. §1317(1), or 15 U.S.C. §2606(f), or 49 U.S.C. §1801 et seq., or regulations adopted pursuant thereto, or any similar provision of any applicable state, Federal, or local law (collectively "Hazardous Materials"), are or were stored or used on or under or otherwise were or are in existence or were in any way dealt with on or under the Real Property, except such materials as are customarily stored and used in the operation of the Station in the ordinary course of business (all of which were and are used and stored in compliance with all applicable Federal, state, and local laws and regulations); and (iii) no owner or occupant of the Real Property has received any notice from any governmental agency with regard to any alleged violation, spill, release, or discharge with respect to any Hazardous Materials.

4.15.8. To the best knowledge of Seller, Seller represents that all Personal Property located and operated at the Tower site is in compliance with all Federal, state, and local laws, regulations, and codes.

4.15.9. Seller does not know of any materially adverse fact affecting or threatening to affect the Real Property which has not been disclosed to Buyer in writing.

4.16. Compliance with Law.

Seller has complied and is in compliance with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the Station and the Station Assets. There is no action, suit or proceeding pending or, to Seller's knowledge, threatened against Seller in respect of the Station or the Station Assets. To Seller's knowledge, there are no claims or investigations pending or, to Seller's knowledge, threatened against Seller in respect of the Station or the Station Assets.

4.17 Disclosure.

This Agreement and the documents made pursuant hereto do not and will not contain any untrue statement of material fact or omit to state a material fact required to be made in order to make the statements herein and therein not misleading in light of the circumstances in which they are made.

4.18 Reports.

All material returns, reports and statements that Seller is required to file with the FCC or FAA have been filed, and all reporting requirements of the FCC and FAA have been complied with in all material respects.

5. Covenants of Seller.

By this Agreement, Seller covenants and agrees that:

5.1. Right of Inspection.

Buyer may, prior to Closing, make or cause to be made such investigation of the Assets and of the Station as Buyer deems reasonably necessary or advisable to familiarize itself with the Station and Assets. Seller will permit Buyer and its authorized representatives to have full access to the Station and Real Property at reasonable hours, and its officers will furnish Buyer or Buyer's representatives with other information with respect to the Station and Assets as Buyer shall from time to time request.

5.2. Interim Operations.

Seller will use its best efforts to preserve Seller's relationships with all of its vendors. Seller will not take any action or do any act that would adversely impact the ongoing operation of the Station. Seller agrees that the Station shall remain open and operating in the usual fashion until the Closing.

5.3. Maintenance of Assets.

Seller will maintain all the Assets in customary repair, order, and condition, reasonable wear and use excepted.

5.4. Creation of Liabilities or Obligations.

Seller will not create, incur, assume, guarantee, or otherwise become liable with respect to any indebtedness for any reason whatsoever except in the ordinary course of operation of the Station prior to Closing.

5.5. Corporate Existence.

Pending Closing, Seller will maintain its corporate existence and powers and will not dissolve or liquidate.

5.6. Payment of Taxes.

Except for taxes contested in good faith, Seller will pay all ad valorem and other taxes and similar governmental charges levied against it or upon its properties and the Station as they become due. The parties agree that all ad valorem personal property taxes attributable to the Personal Property shall be prorated as of the date of Closing.

5.7. Disposition of Assets.

Seller will refrain from disposing of or encumbering any of the Assets, and it will not enter into or assume any obligation with respect to any contract, agreement, lease, license, or commitment except in the ordinary course of operation of the Station or as contemplated by this Agreement prior to Closing without the express written consent of Buyer.

5.8. No Breach of Existing Agreements.

Seller will not knowingly do any act or omit to do any act that will cause a breach of any contract, agreement, obligation, lease, license, or commitment prior to Closing.

5.9. Notification of Buyer.

Seller will promptly notify Buyer in writing of any threatened lawsuit, claim, or any adverse change or any projected or threatened adverse change in its operation of the Station.

5.10. Cancellation of Insurance.

Seller will not change or cancel any insurance prior to Closing except for replacement thereof in the ordinary course of Station operations that would affect the nature or amount of existing insurance coverage.

5.11. Full Cooperation.

Seller will fully cooperate with Buyer and its counsel in connection with any steps required to be taken under this Agreement. Seller will instruct its agents and employees to allow Buyer and its representatives full access to any and all records related to the Station and Assets and to confer with any and all persons in connection with Buyer's investigation of Seller, the Station, or the Assets.

6. Representations and Warranties of Buyer.

6.1. Buyer represents and warrants to Seller that:

6.1.1. Existence and Good Standing.

Buyer is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State of Georgia. Buyer has the full power and authority to execute and delivery this Agreement and all other agreements, instruments and certificates contemplated by

this Agreement, to carry out and perform all of its obligations hereunder, and to own and use its properties and to operate the Station following the Closing.

6.1.2. Execution of Agreement.

This Agreement constitutes a valid and legally binding obligation of Buyer enforceable according to its terms. Neither the execution and delivery of this Agreement, nor the consummation of the transaction contemplated by this Agreement to be consummated by Buyer, shall violate any provision of the terms of any applicable law, rule, or regulation of any governmental body having jurisdiction.

6.1.3. No Adverse Conditions.

No legal action, whether civil, criminal, or administrative is pending or threatened against Buyer that would materially adversely affect its ability to consummate the transaction contemplated by this Agreement to be consummated by Buyer.

6.1.4. No Omission or Misrepresentation.

No representation, warranty, or statement of Buyer omits or shall omit to state any material fact necessary to make each such representation, warranty, or statement in this Agreement accurate and not misleading in any material respect.

6.1.5. Financial Capacity.

Buyer is financially solvent, able to pay its debts as they mature and, Buyer has committed sources of capital sufficient to pay the Purchase Price when due and otherwise perform its obligations hereunder. To Buyer's knowledge, there are no facts or circumstances in existence that could reasonably be expected to interfere with, delay or otherwise impede its ability to pay the Purchase Price, when due and fulfill its post-Closing obligations as set forth herein.

7. Conditions to Buyer's Obligations to Close.

7.1. The obligation of Buyer to consummate this Agreement is subject to the satisfaction on or before the date of Closing of the following conditions, unless waived in writing by Buyer:

7.1.1. No Material Inaccuracy.

There shall be no material inaccuracy in the representations and warranties of Seller set forth herein and such representations and warranties shall be true and correct in all material respects as of Closing as though made on and as of that date, and Buyer shall have received a certificate dated as of Closing from Seller to that effect.

7.1.2. Performance of Covenants.

Seller shall have performed all obligations required to be performed by it under this Agreement prior to Closing, and Buyer shall have received from Seller a certificate dated as of Closing to that effect.

7.1.3. No Adverse Proceedings.

No action or proceeding against Seller shall have been instituted or threatened that, if successful, could prohibit consummation or require substantial rescission of the transactions contemplated under this Agreement.

7.1.4. No Material Adverse Change.

There shall have been no material adverse change in the operations of the Station since the date of this Agreement.

7.1.5 Condition of Assets.

The Assets which constitute Personal Property shall be in the condition set forth in Section 4.5 of this Agreement as of the date of Closing. In the event of any material casualty to any Personal Property prior to Closing, through no fault of Seller, and Seller does not replace or repair such Personal Property to the reasonable satisfaction of Buyer within a reasonable time after such casualty, then Buyer, at its option, on written notice to Seller, may terminate this Agreement and all of Buyer's obligations hereunder.

7.1.6. Execution of Other Documents.

Seller shall have provided to Buyer at Closing the following:

(a) A bill of sale in the form of Exhibit C attached hereto and incorporated by reference herein ("Bill of Sale") executed by Seller in form and substance reasonably satisfactory to Buyer's counsel, effectively and validly conveying all of the Assets to Buyer;

(b) Seller shall have provided to Buyer and Buyer's counsel evidence that the Seller is in good standing under the laws of the State of Missouri, and that this Agreement, the transactions contemplated herein, and the documents to be executed by Seller have been approved by all necessary action, and that the persons executing this Agreement and any other documents contemplated to be executed by Seller have full and complete authority to execute and deliver the same for and on behalf of Seller;

(d) Seller shall have executed and delivered the assignment and assumption agreement in the form attached hereto as Exhibit D and incorporated by reference herein ("Assignment and Assumption Agreement") assigning all of its rights in the FCC License to Buyer;

(e) Seller shall have executed and delivered any other certificate, document, or statement as may be reasonably necessary in order to consummate the transactions

contemplated.

(f) Seller shall deliver to Buyer at Closing a general warranty deed with Covenants of title, conveying the Real Property from the owner of such real property to the Buyer, free and clear of all liens, restrictions, and encumbrances, and the title to the Real Property must be good, marketable, and insurable at standard rates by a title insurance company selected by Buyer.

7.1.7. Final Approval of the FCC for the assignment of the radio station license from Seller to Buyer.

7.1.8. An Assignment of FCC Licenses.

7.1.9 Instructions to the Deposit Escrow Agent in writing and duly executed by Seller to deliver the Deposit to Seller.

8. Conditions to the Obligation of Seller to Close.

The obligation of Seller to consummate this Agreement is subject to the satisfaction on or before Closing of the following conditions, unless waived by Seller:

8.1. Accurate Representations and Warranties.

The representations and warranties of Buyer contained in this Agreement shall be true at and as of the date of Closing, with the same effect as though made at and as of that date except for any changes permitted under the terms of this Agreement, and Seller shall have received from Buyer a certificate dated Closing to that effect.

8.2. Payment of Purchase Price.

Seller shall have received payment by wire transfer of Cash in immediately available funds, of the Purchase Price to be paid at Closing.

9. Termination and Waiver.

This Agreement may be terminated prior to Closing as follows:

(a) by mutual written consent of Buyer and Seller;

(b) by written notice of Buyer to Seller if Seller:

(i) does not perform the obligations to be performed by it under this Agreement on the Closing Date; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its

covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Seller to Buyer if Buyer:

(i) does not perform the obligations to be performed by it under this Agreement on the Closing Date; or

(ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements contained in this Agreement and such breach or default is not cured within the Cure Period;

(d) by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC denies the FCC Application; or

(e) by written notice of Buyer to Seller, or by Seller to Buyer, if the Closing does not occur by the date twelve (12) months after the date of this Agreement.

The term “Cure Period” as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) fifteen (15) calendar days thereafter or (ii) the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

9.2. Damages.

Upon any termination of this Agreement, neither Buyer nor Seller shall have any liability one to the other, except if the termination is the result of the breach of any covenant or warranties of a party to this Agreement, the non-breaching party shall have and retain all rights and remedies against the breaching party for any such breach of this Agreement as provided herein.

9.3. Specific Performance.

The parties acknowledge that the Assets and the transactions contemplated hereby are unique, that a failure by Seller or the Buyer to complete such transactions will cause irreparable injury, and that actual damages for any such failure may be difficult to ascertain and may be inadequate. Consequently, Seller and Buyer agree that the non-defaulting party shall be entitled, in the event of a default by the other, to specific performance of any of the provisions of this Agreement in addition to any other legal or equitable remedies to which the non-defaulting party may otherwise be entitled. In the event any action is brought in connection therewith, the prevailing party shall be entitled to recover court costs, arbitration expenses and reasonable attorneys’ fees.

9.4. Confidentiality.

To the extent that Seller furnishes to Buyer, or its representatives, any information,

financial statements of Seller, employee information (including, but not limited to, benefits provided by Seller to its employees), or any other information concerning Seller's Station which is not available to Buyer from other sources, all such information shall be collectively deemed "Confidential Information" under this Agreement. Buyer agrees to keep confidential all of the Confidential Information, and Buyer further agrees that Buyer shall only use the Confidential Information in connection with its review of the Station and the Closing contemplated hereunder, and the Confidential Information shall not be used for any other purpose; provided, however, that Buyer may share such Confidential Information with its legal, accounting, and other financial advisers in its consideration of the purchase under this Agreement. If this Agreement is terminated without any material breach of the terms of this Agreement by Seller, Buyer shall continue to keep such Confidential Information on a confidential basis, as set forth in this Section. The Confidentiality provisions of this Section shall survive Closing, and at Closing all Confidential materials obtained shall be returned.

9.5. Public Notices.

Neither party may make any press news release or other public announcement of this proposed purchase, unless with the consent of the other, except for public disclosure required by the rules and regulations of the Federal Communications Commission.

10. Cash and Accounts Receivable.

The parties understand and agree that Seller is retaining all (i) cash of Seller, and (ii) all accounts receivable of Seller generated prior to Closing ("Seller's Accounts Receivable"). If after Closing, Buyer receives any payment on Seller's Accounts Receivable, then Buyer agrees to promptly forward such payment to Seller.

11. Indemnification.

11.1. Indemnification of Seller.

Buyer shall, from and after Closing, indemnify and save Seller harmless from and against any and all costs, liability, or expense, including reasonable attorneys' fees, arising out of (a) any breach of warranty, covenant, agreement, or representation made by Buyer in this Agreement; (b) any non-fulfillment of any agreement of Buyer under this Agreement or any misrepresentation in or omission from this Agreement or from any certificates or other instrument furnished or to be furnished to Seller; (c) any and all liabilities of Buyer and all liabilities of the Business after the date of Closing; and (d) all actions, suits, proceedings, demands, assessments, judgments, costs, and expenses incident to any of the foregoing. Seller shall give written notice as soon as practicable to Buyer of the occurrence or nonoccurrence of any event or the discovery by Seller of any circumstance against which Buyer may be called upon to indemnify Seller under this Agreement.

11.2. Indemnification of Buyer.

Seller shall, from and after Closing, indemnify and save Buyer harmless from and against any and all costs, liability, or expense, including reasonable attorneys' fees, arising out of (a) any

breach of warranty, covenant, agreement, or representation made by Seller in this Agreement; (b) any non-fulfillment of any agreement of Seller under this Agreement or any misrepresentation in or omission from this Agreement or from any certificates or other instrument furnished or to be furnished to Buyer; (c) any and all liabilities of Seller and all liabilities of the Business on or before the date of Closing and (d) all actions, suits, proceedings, demands, assessments, judgments, costs, and expenses incident to any of the foregoing. Except as it relates to post closing liabilities arising in the Assumed Contracts, Seller agrees that, if Buyer receives any claim from, or is named in any suit by, a creditor of Seller, Seller will contact the creditor in writing advising the creditor of the fact that Buyer has not assumed any liabilities or obligations of Seller. Buyer shall give written notice as soon as practicable to Seller of the occurrence or nonoccurrence of any event or the discovery by Buyer of any circumstance against which Seller may be called upon to indemnify Buyer under this Agreement.

11.3. Indemnity Cap.

The total aggregate liability of the Seller for any indemnity claim made pursuant to this Agreement shall not exceed the sum of One Hundred Thousand Dollars (\$100,000.00) (the "Indemnity Cap")

12. Post-Closing Covenants.

12.1. Advertising Agreement.

Buyer hereby covenants and agrees pursuant to the Advertising Agreement, to provide the advertising spots to Seller upon the term and conditions contained in the Advertising Agreement.

13. Miscellaneous.

13.1. Broker or Finder.

Except for Gregory Guy and Patrick Communications, whose fees and expenses shall be paid solely by Seller, no broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

13.2. Applicable Law.

This Agreement shall be construed in accordance with the laws of the State of Missouri, without regard to conflicts of laws or principals. The parties agree that in the event of any dispute concerning this Agreement or a claim for a breach of this Agreement, such claim shall be heard either in the courts of the State of Missouri, or in the United States District Federal Court for the District of Missouri; and the parties do hereby consent to and waive any objections to venue and jurisdiction of such courts for the resolution of any such claims or disputes.

13.3. Notices.

All notices or demands to a party shall be in writing. Notices or demands may be given by

personal delivery, or deposited with regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, addressed as follows (to the extent applicable for overnight delivery):

if to Seller, then to:

Baptist Bible College Inc.
628 E. Kearney St.
Springfield, MO 65803
Attn: Mark Milioni, President

With a copy (which shall not constitute notice) to

Gregory Guy, Managing Partner
Patrick Communications
6805 Douglas Legum Drive, Suite 100
Elkridge, MD 21075

Neale & Newman, L.L.P.
1949 E. Sunshine St., Suite 1-130
Springfield MO, 65804
Attn: Michael J. DeArmon, Esq.

if to Buyer, then to

Radio Training Network, Inc.
5015 South Florida Ave., Suite 409
Lakeland, FL 33813-2562
Attn: James L. Campbell, President

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

Gammon and Grange, P.C.
8280 Greensboro Dr., 7th Floor
McLean, VA 22101
Attn: A. Wray Fitch III

Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner herein provided. A notice given hereunder shall be deemed given on: (i) the date of hand delivery, (ii) if by registered or certified mail, three days after deposit with the United States Postal Service properly addressed and postage prepaid, or (iii) if delivery by private courier service, one Business Day after delivery to a courier service properly addressed with all charges prepaid, as appropriate. For the purposes of this Section, "Business Days" shall mean Monday through Friday, except to the extent that any such day is a holiday generally recognized for Federal employees.

13.4. Binding Agreement.

This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective heirs, executors, successors, and assigns.

13.5. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the

Agreement among the parties. A facsimile or electronic copy shall be deemed an original.

13.6. Expenses.

Each party to this Agreement shall bear all costs, charges, and expenses incurred by the party in connection with this Agreement and the consummation of the transaction contemplated by this Agreement, including, but not limited to, fees of their respective counsel. Applicable FCC filing fees, if any, shall be split evenly between the parties.

14. Attorney Fees.

In the event of a dispute relating to this Agreement resulting in litigation brought by either party, the prevailing party shall be entitled to reasonable attorney's fees and costs.

15. Entire Agreement.

This Agreement, the Schedules attached hereto, and any documents contemplated in conjunction with this Agreement, contain the entire agreement and understanding of the parties to this Agreement with respect to this Agreement and the other transactions contemplated herein; and this Agreement, the Schedules attached hereto, and any documents contemplated in conjunction with this Agreement, supersede all prior understandings and agreements of the parties with respect to the subject matter hereof.

16. Survival.

All representations, warranties, indemnities, and other obligations of the parties pursuant to this Agreement shall survive any Closing contemplated herein, and shall remain in full force and effect for a period twelve (12) months following Closing Date, and shall not be merged into documents or instruments of conveyance to be executed and delivered at Closing.

17. Risk of Loss and Condemnation.

Risk of loss shall be borne by Seller prior to Closing. However, in the event of any casualty damage to the Station or Assets prior to Closing, Buyer shall have the election to close hereunder without diminution in the Purchase Price and with the assignment by Seller of all its interest in payments for such damage to the Station or Assets. In the event of material loss or damage to the Assets or Condemnation prior to Closing and Buyer does not elect to proceed to Closing as provided in this Section, then this Agreement shall terminate upon Buyer's notice to Seller that Buyer does not intend to close and neither party shall have any further obligations thereafter under this Agreement except as provided in Section 9.3 of this Agreement.

18. Modification and Amendment.

The parties to this Agreement may amend, modify, and/or supplement this Agreement in such manner as may be agreed upon by the parties, provided such amendments, modifications and/or supplement are reduced to writing and signed by the parties to this Agreement or their successors in interest.

19. Assignment.

This Agreement may be assigned, at the option of Buyer, to any entity which is controlled by Buyer or in which Buyer is a partner or co-owner with notice to Seller. Otherwise this Agreement may be assigned by Buyer only upon written consent of the Seller.

20. Advice of Counsel and Construction.

All parties to this Agreement have been represented by counsel or have had the opportunity to be so represented. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by both parties.

21. Final Order.

If the Closing occurs prior to a Final FCC Consent, and prior to becoming Final the FCC Consent is reversed or otherwise set aside and there is a Final order of the FCC (or court of competent jurisdiction) requiring the re-assignment of the FCC Licenses to Seller, then the purchase and sale of the Station Assets shall be rescinded. In such event, Buyer shall reconvey to Seller the Station Assets, and Seller shall repay to Buyer the Purchase Price and reassume any contracts and leases assigned and assumed at Closing. Any such rescission shall be consummated on a mutually agreeable date within thirty days of such Final order (or, if earlier, within the time required by such order). In connection therewith, Buyer and Seller shall each execute such documents (including execution by Buyer of instruments of conveyance of the Station Assets to Seller and execution by Seller of instruments of assumption of any other contracts and leases assigned and assumed at Closing) and make such payments (including repayment by Seller to Buyer of the Purchase Price) as are necessary to give effect to such rescission.

The remainder of this page was intentionally left blank.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

BAPTIST BIBLE COLLEGE INC.

By: 
Name: Mark Milioni
Title: President

RADIO TRAINING NETWORK, INC.,

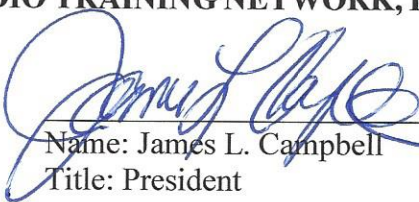
By: _____
Name: James L. Campbell
Title: President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

BAPTIST BIBLE COLLEGE INC.

By: _____
Name: Mark Milioni
Title: President

RADIO TRAINING NETWORK, INC.,

By:  _____
Name: James L. Campbell
Title: President

SCHEDULE 1.1.1

FCC Licenses

1.1.1 The FCC license held by the Seller as set forth in Attachment 1.

See attached:

1. List of FCC Licenses

Attachment 1
List of FCC Licenses

Call Sign	Service	Location	Facility ID
KWFC	FM	Springfield, MO	3681
WPJS832	RP	Springfield, MO	3681
WPNH996	AS	Springfield, MO	3681

SCHEDULE 1.1.2

Tangible Personal Property

1.1.2 The broadcast towers, antennas, main and back-up transmitters and generators, studio-transmitter links (STLs) and other tangible personal property owned and principally used by Seller in the operation of the Station as set forth in Attachment 1. Assets shall not include Seller cash and Seller's Accounts Receivable. It shall be Buyer's responsibility to remove all equipment, at Buyer's cost, being transferred by this Agreement off of Seller's campus tower.

See attached:

1. List of Tangible Personal Property

Attachment 1
List of Tangible Personal Property

	KWFC Essential Broadcast Equipment
	AudioArts D-75 Board (26 Channel)
	HP WX4300 CPU
2	HP PX849A Monitors
	EV RE20 Microphone w/scissor mount & cable
2	Stanton T.92 USB turntables
2	Stanton C.402 CD players
	Baxton Industrial AFC receiver
	Belair FM RF Amplifier (RFA-1)
	Belair FM Modulation Monitor (FMM-2)
	Belair Sterio Monitor (FMS-2)
	Broadcast Tools SS12.4 12x4 sterio switcher
	Moody Radio XDS-PRO4Q DVB satellite receiver
	AMB-OS AMR-100 satellite receiver
	Unity 400 MPEG-2 IRD satellite receiver
	<8' satellite dish>
	Satellite CPU (custom)
	HP XW4000 CPU (server)
	HP XEON CPU (server)
2	HP 1702 monitors
	SOCOS monitor
2	Fibox FBAI-M 20 bit (studio/xmtr)
	APC NS1250 battery backup
	Optimod 8300 (camus tower)
	Moseley PCL 6010 STL (matching receiver at Fordland)
	APC 700 battery backup (campus tower)
	All Fordland Transmitter site equipment listed below but not limited to this list
	1000 Ft Pyrod Tower
	FM Antenna
	STL Antenna
	All Transmission lines
	PC for remote control
	Burk VRC2500 Remote control
	BE FX50 Exciter
	Mosely STL Receiver
	BE FM35T Transmitter
	Transmitter building

SCHEDULE 1.1.3

Assumed Contracts

1.1.3 Only those Contracts of the Seller principally related to the operation of the Station that are set forth on Schedule 1.1.3, together with such modifications thereto (collectively, the “Assumed Contracts” and a/k/a the “Material Contracts”).

NONE

SCHEDULE 1.1.5

Real Property

1.1.5 Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, that certain lot or parcel of land upon which the Tower is situation, which is identified in Attachment 1 (the “Real Property”), including all improvements thereon, appetences thereunto belonging, and all easements and rights-of-way benefiting or appurtenant to the Real Property.

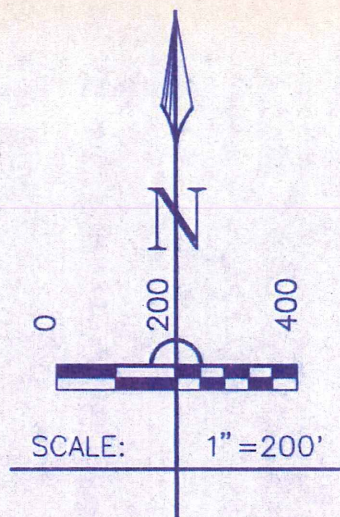
See attached:

1. Real Property

Attachment 1

Real Property

Fordland Tower site comprised of approximately 80 acres of land in Webster County, Missouri, as further identified in the attached land survey.



Bearings are based on true north
as determined by solar observation.

DEED DESCRIPTION

ALL OF THE W1/2 OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 29,
RANGE 18, SUBJECT TO ROAD EASEMENT ALONG THE NORTH SIDE THEREOF, IN
WEBSTER COUNTY, MISSOURI.

SURVEYORS DESCRIPTION

A parcel of land located in the Northeast Quarter of Section 19, Township-29-North,
Range-18-West, more particularly described as follows:

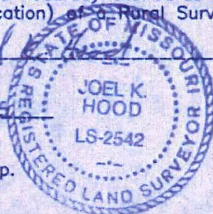
Beginning at the northeast corner of the Northeast Quarter of Section 19, Township-29-North
Range-18-West; thence North 88 degrees 36 minutes 41 seconds West, 1319.49 feet to an
existing iron pin for a new point of beginning; thence South 01 degrees 19 minutes 11 seconds
West, 2643.39 feet to an existing iron pin; thence North 88 degrees 30 minutes 09 seconds West,
1315.13 feet to an existing 6" x 6" worm rock; thence North 01 degrees 13 minutes 37 seconds
East, 2640.95 feet to an existing iron pin; thence South 88 degrees 36 minutes 41 seconds East,
1319.49 feet to the new point of beginning. All being in Webster County, Missouri and containing
79.90 acres more or less. Subject to all easements of record and any part thereof being used for
roadway purposes.

SURVEYOR'S CERTIFICATION

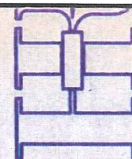
TO: Cottonwood Springfield Corp., A Delaware Corporation, Lawyers Title Insurance Corp.,
Heller Financial, Inc., this is to certify that this map and the survey on which it
is based were made in accordance with "Minimum Standard Detail Requirements for
ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and ACSM in 1992,
and pursuant to the Accuracy Standards (as adopted by ALTA and ACSM and in effect on the
date of this certification) of a Parcel Survey.

Joel K. Hood
MO L.S. No. 2542
Date: July 6, 1995

HOOD-RICH, INC.
Land Surveying Corp.
LS-255-D



All utilities as shown on this survey were located by observation only, and other drawings
supplied to this Office by other government agencies. There was no attempt to locate any
underground utility by excavating. The Surveyor therefore cannot certify to the location and/ or
depth of existing underground utilities.



COMM.NO.95-228

ALTA / ACSM LAND SURVEY
FOR
COTTONWOOD COMMUNICATION CORP.

SHEET

2 OF 2

PLOT SCALE

1" = 200'

DATE

06-30-95

REV.

DATE

SCHEDULE 4

Representations and Warranties

4. Except as provided in Schedule 4, all of the Seller's representations and warranties are materially true as of the date of this Agreement, and all the representations or warranties shall be true in all material respects as of the Closing, with time being of the essence.

NO EXCEPTIONS

SCHEDULE 4.7

Litigation and Claims

4.7 Except as provided on Schedule 4.7, there are no (a) legal, administrative, arbitration, or other proceedings pending against Seller, and (b) to the best of Seller's knowledge (as hereafter defined), there are no (i) governmental investigations or (ii) proposed or threatened claims, litigation, administrative, arbitration, or other proceedings by any person, firm, or entity. Seller represents and warrants that Seller has complied with and is not in default in any respect under any laws, ordinances, requirements, engineering standards, regulations, or orders applicable to the Station, including, without limitation, all applicable safety, pollution, equal opportunity (including affirmative action compliance), environmental, and ERISA laws or regulations. Seller represents and warrants that Seller has at all times complied with all applicable Federal, state, and local laws and regulations relating to the employment of labor, including, without limitation, Federal, state, and local withholding tax laws, Federal labor laws, wage and hour laws, and discrimination laws.

NONE

SCHEDULE 4.10

Material Contracts

4.10 Schedule 4.10 contains a list, with full copies thereof, of all Material Contracts (a/k/a the Assumed Contracts) pertaining to the Station. For the purposes of this Section, "Material Contracts" shall mean any all service and maintenance agreements affecting or applicable to any of the Assets, and any agreements with any suppliers which are not terminable on less than 30 days' notice or which contemplate payment by any party thereto of a sum which exceeds One Hundred and no/100 dollars (\$100.00). Seller represents and warrant that all Material Contracts are in full force and effect, that Seller is not in default in any manner there under, and to the best of Seller's knowledge, no other party to such Material Contracts is in default there under. Seller shall deliver to Buyer at Closing any consents necessary with respect to the assignment of such Material Contracts to Buyer. Anything in this Agreement to the contrary notwithstanding, however, if Seller fails to obtain prior to Closing any required consents with respect to any such Material Contract, then this Agreement shall not cause the sale, conveyance, assignment, or transfer of such Material Contract if an attempted sale, conveyance, assignment, sublease or transfer thereof would constitute a breach of, or adversely affect the rights of either Seller or Buyer with respect to, such Material Contract (a "Non-assignable Contract"). After Closing, the Seller and the Buyer will continue to use reasonable efforts to obtain and satisfy all consents not obtained prior to Closing and to resolve all impracticalities of sale, conveyance, assignment, or transfer necessary to convey to Buyer all Non-assignable Contracts.; Notwithstanding anything to the contrary, however, Buyer may elect not to close in the event a necessary consent to assign a Material Contract is not obtained. In the event such election is made, the Agreement will terminate without liability to either party unless such party is in breach.

NONE

SCHEDULE 4.15.1

Permitted Exceptions

4.15.1 Except as set forth on Schedule 4.15.1, the title to the Real Property is, and at Closing will be, marketable, indefeasible and insurable, and good of record and, in fact, free and clear of all liens, and encumbrances, except for any exceptions agreed in writing by the parties ("Permitted Exceptions"). Title will otherwise be free of "covenants, conditions and restrictions" and will be insurable by the title insurance company chosen by Buyer. There are no title conditions adversely affecting title insurability. Seller warrants that to the best of Seller's knowledge, the Real Property meets all of the following requirements: (1) there are no encroachments upon the Real Property; (2) the improvements on the Real Property do not encroach upon adjoining properties; and (3) all individual parcels of real property constituting the Real Property are contiguous.

1. Month to month oral lease agreement with L.H. Kilgore for 1012/1014 Switchgrass Road, Fordland, MO 65652. Tenant has been sent notice to vacate the premises on or prior to October 31, 2014.

EXHIBIT A

Deposit Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is made and entered into as of this 7th day of October, 2014, by and between BAPTIST BIBLE COLLEGE INC ("Seller"); RADIO TRAINING NETWORK, INC. ("Buyer"); and PATRICK COMMUNICATIONS LLC ("Escrow Agent") (individually, a "Party" and, collectively, the "Parties").

WITNESSETH

WHEREAS, on even date herewith, Seller and Buyer have entered into an Asset Purchase Agreement (the "Purchase Agreement") for the sale and purchase of the assets used or useful in the business and operation of KWFC-FM licensed to Springfield, Missouri ("Station"), including the licenses issued by the Federal Communications Commission ("FCC");

WHEREAS, the Parties desire Escrow Agent to hold and Escrow Agent is willing to hold certain deposit monies in escrow as contemplated by the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

1. **ESCROW DEPOSIT.** Escrow Agent hereby acknowledges that Buyer has deposited with Escrow Agent the sum of Forty Thousand Dollars (\$40,000.00) (the "Escrow Deposit") as contemplated by Section 2 of the Purchase Agreement. The Escrow Deposit shall be invested in a federally insured interest-bearing account (the "Escrow Account") by Escrow Agent and the Escrow Deposit, together with all accrued interest thereon (collectively, the "Escrowed Funds"), shall be held in accordance with the terms of this Agreement and shall be released by Escrow Agent as required by the terms of this Agreement and the Purchase Agreement. Buyer shall provide the Escrow Agent with Buyer's taxpayer identification number to be utilized by the Escrow Agent for the creation of the Escrow Account.

2. **RELEASE FROM ESCROW**

2.1 **Release.** The Escrow Agent shall retain the Escrowed Funds, which shall be released only upon receipt of (i) joint written instructions executed by Seller and Buyer, as so directed therein or (ii) a final order of a court of competent jurisdiction. An order shall be deemed "final" when, by lapse of time or otherwise, it is no longer subject to review, reconsideration, appeal or stay. Escrow Agent shall in no event be required to resolve any controversy concerning the Escrowed Funds or take any action concerning any such controversy. Upon termination of the escrow provided for herein, Buyer and Seller agree to execute and deliver to Escrow Agent such further documents as Escrow Agent may reasonably request to evidence the termination of this Escrow Agreement and to cause Escrow Agent to release the Escrowed Funds.

2.2 Joint Instructions. Notwithstanding any other provision of this Escrow Agreement to the contrary, Buyer and Seller agree to execute and deliver to the Escrow Agent joint written instructions as contemplated by Section 2.1 above so as to effectuate fully the provisions of the Purchase Agreement concerning the disposition of the Escrowed Funds upon the termination of the Purchase Agreement, or the occurrence of certain other events specified in the Purchase Agreement.

3. ESCROW AGENT'S OBLIGATIONS

3.1 Resignation and Removal. The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving notice of such resignation to the other Parties specifying a date not less than thirty (30) days after the giving of such notice when such resignation shall take effect. Promptly after such notice, a successor Escrow Agent shall be appointed by mutual agreement of Seller and Buyer, such successor to become the Escrow Agent hereunder upon the resignation date specified in such notice. If Seller and Buyer are unable to agree upon a successor Escrow Agent within twenty (20) days after such notice, the Escrow Agent shall be entitled to appoint its successor, which may be a law firm, or a bank or financial institution. The Escrow Agent shall continue to serve as Escrow Agent until its successor has assumed in writing the Escrow Agent's obligations hereunder and receives the Escrowed Funds. Seller and Buyer may agree at any time to substitute a successor Escrow Agent by giving notice thereof to the Escrow Agent then acting.

3.2. Performance.

(a) The duties and responsibilities of the Escrow Agent are limited to those specifically set forth herein. The Escrow Agent shall not be liable for any mistake of fact or error of judgment made in good faith or for any acts or omissions by it of any kind other than willful misconduct or gross negligence. The Escrow Agent shall be entitled to rely, and shall be protected in doing so, upon (i) any written notice, instrument or signature believed by it in good faith to be genuine and to have been signed or presented by the proper Party or Parties duly authorized to do so, and (ii) the advice of counsel (which may be of the Escrow Agent's own choosing). The Escrow Agent shall have no responsibility for the contents of any writing submitted to it hereunder and shall be entitled in good faith to rely without any liability upon the contents thereof. Moreover, the Escrow Agent shall have no responsibility to maximize the interest earned on the Escrow Deposit, nor will the Escrow Agent be liable for any failure of the institution in which the Escrowed Funds are being held.

(b) In the event of any dispute relating to the right of possession or the disposition of the Escrowed Funds, the Escrow Agent will retain dominion and control over the Escrowed Funds until such dispute shall either have been settled by mutual agreement of Buyer and Seller with notice thereof to Escrow Agent or pursuant to a final order of a court of competent jurisdiction, whereupon the Escrowed Funds will be paid in accordance with such mutual agreement of the Parties or such final order. If a dispute relating to the right of possession or the disposition of the Escrowed Funds is taken to a court of competent jurisdiction, the Escrow Agent reserves the right to institute an interpleader action as set forth in paragraph 3.4, below. It is contemplated that the Escrow Agent will not incur any cost or expense in the performance of

its duties hereunder; and, in the event of a dispute, Escrow Agent shall be reimbursed for reasonable attorneys' fees and out-of-pocket expenses incurred in connection with such dispute and the settlement thereof as provided in paragraph 3.4, below. In no event shall Escrow Agent be under any duty to institute or defend any such proceeding, nor shall Escrow Agent be required under any circumstances to take any action requested by Seller or Buyer until indemnified to Escrow Agent's reasonable satisfaction by the Party or Parties requesting such action.

3.3. Indemnification. Seller and Buyer, jointly and severally, agree to indemnify the Escrow Agent and hold it harmless against any and all liabilities incurred by it hereunder, except for liabilities incurred by the Escrow Agent resulting from its own willful misconduct or gross negligence. As between Seller and Buyer, each Party shall be responsible for the payment of one-half of any such liabilities.

3.4. Interpleader. If, at any time prior to the termination of this Escrow Agreement as provided herein, either Buyer or Seller should make demand upon or file suit against the Escrow Agent for the Escrowed Funds, the Escrow Agent shall be authorized to bring an interpleader action in any court of competent jurisdiction. If a suit is commenced against the Escrow Agent, it may answer by way of interpleader and name Buyer and Seller (or either of them) as additional parties to such action, and the Escrow Agent may tender the Escrowed Funds into such court for determination of the respective rights of Seller and Buyer thereto. Upon such tender, the Escrow Agent shall be entitled to receive from Seller and Buyer Escrow Agent's reasonable attorneys' fees and expenses incurred in connection with said interpleader action. As between Seller and Buyer, such fees, expenses and other sums shall be paid in the case of a dispute between Buyer and Seller by the Party which fails to prevail in the proceedings brought in a court of competent jurisdiction to determine the appropriate distribution of the Escrowed Funds or, in the case of a claim against the Escrowed Funds by a third party claiming by or through Seller or Buyer, by Seller or Buyer, as the case may be. If and when the Escrow Agent shall so interplead such Parties, or either of them, and deliver the Escrowed Funds to the clerk of such court, all of its duties shall cease and it shall have no further obligations hereunder. Nothing herein shall prejudice any other right or remedy of the Escrow Agent.

3.5. Discharge by Delivery. After the Escrow Agent has delivered the Escrowed Funds pursuant to the terms of this Escrow Agreement, the Escrow Agent shall have discharged all of its obligations hereunder and neither Seller nor Buyer shall thereafter have any claim against the Escrow Agent on account of this Escrow Agreement.

3.6. Conflict. In the event of any conflict between the terms and provisions of this Escrow Agreement and those of the Purchase Agreement, the terms and provisions of this Escrow Agreement shall control as to the rights, duties, obligations and liabilities of the Escrow Agent, and the terms of the Purchase Agreement shall control as to the respective rights, duties, obligations and liabilities of Seller and Buyer.

4. MISCELLANEOUS.

4.1. Assignment. Except as may be provided in the Purchase Agreement and in Section 3.1 of this Escrow Agreement, no Party may assign or delegate its rights and obligations

hereunder without the prior written consent of the other Parties.

4.2. Binding Effect. This Escrow Agreement will be binding upon, inure to the benefit of and be enforceable by the respective successors and permitted assigns of the Parties.

4.3 Notices. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by hand; by courier (including nationally-recognized overnight delivery service); sent by registered or certified first-class mail, return receipt requested, postage prepaid; or by facsimile, with receipt confirmation and a follow-up copy sent by a nationally-recognized overnight delivery service on the same day as such facsimile, addressed as follows:

If to Seller: Baptist Bible College Inc.
 628 E. Kearney St.
 Springfield, MO 65803
 Attn: Mark Milioni, President

Copy to: Neale & Newman, L.L.P.
(which shall not 1949 E. Sunshine St., Suite 1-130
constitute notice) Springfield MO, 65804
 Attn: Michael J. DeArmon, Esq.

If to Buyer: Radio Training Network, Inc.
 5015 South Florida Ave., Suite 409
 Lakeland, FL 33813-2562
 Attn: James L. Campbell, President

Copy to: A. Wray Fitch III
(which shall not Gammon & Grange P.C.
constitute notice) 8280 Greensboro Drive, 7th Floor
 McLean, VA 22102-3807

If to Escrow Agent: Patrick Communications LLC
 Attn: Greg Guy
 6805 Douglas Legum Drive, Suite 100
 Elkridge, MD 21075

or such other address with respect to either Party as such Party may from time to time specify (as provided above) to the other Party hereto. Any such notice, demand or communication shall be deemed to have been given:

a. if sent by first class mail, as of the close of the third (3rd) business day following the date so mailed;

b. if personally delivered or sent by overnight courier, on the date

delivered; and

c. if faxed, on the date faxed, provided written or verbal confirmation of receipt has been obtained by the sending Party.

4.4 Other Documents. The Parties shall execute such other documents as may be necessary or desirable to the implementation and consummation of this Agreement.

4.5 Further Assurances. The Parties each pledge to the other that they shall take whatever steps are reasonably necessary, in good faith, and use their best efforts to carry out their obligations under this Agreement.

4.6 Separate Counsel. The Parties have retained counsel in connection with the negotiation and preparation of this Agreement, and have consulted with and sought advice from their respective counsel, prior to execution, concerning their respective rights and duties under this Agreement.

4.7 Appendices. Any exhibits or schedules attached to this Agreement shall be deemed to be a part of this Agreement and incorporated in it, where applicable, as if fully set forth in the body of this Agreement. If any provision in any exhibit or schedule conflicts with or is not consistent with the provisions of this Agreement, the terms of this Agreement shall govern.

4.8 Counterparts. This Agreement may be executed in any number of counterparts, and by either Party on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or other electronically-delivered copies of signature pages to this Agreement or any other document or instrument delivered pursuant to this Agreement shall be treated as between the Parties as original signatures for all purposes.

4.9 Headings. The headings of the Articles, Sections and paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only and in no way define, limit or describe the scope of this Agreement nor the intent of any Section or paragraph.

4.10 Entire Agreement. This Agreement and any exhibits or schedules attached hereto and the ancillary documents provided for herein constitute the entire agreement and understanding of the Parties relating to the matters provided for herein and supersede any and all prior agreements, arrangements, negotiations, discussions and understandings relating to the matters provided for herein.

4.11 Amendment. This Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties.

4.12 Waivers. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party or Parties waiving such provision. No waiver of any right or waiver of any obligation shall constitute a waiver of any other or similar right or

obligation and no failure to enforce any right or obligation under this Agreement shall preclude or affect the later enforcement of such right or obligation.

4.13 Severability. In the event that any one or more of the provisions contained in this Agreement or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then to the maximum extent permitted by law, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had not been contained herein.

4.14 Number and Gender. Whenever required by the context, the singular number shall include the plural and the masculine, feminine, or neuter gender shall include all genders.

4.15 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Missouri, including all matters of constitution, validity and performance, but not its choice of laws principles.

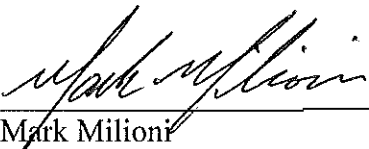
4.16 Attorneys' Fees. Should any Party institute any action or proceeding at law or in equity to enforce any provision of this Agreement, including an action for declaratory relief, or for damages by reason of an alleged breach of any provision of this Agreement, or otherwise in connection with this Agreement, or any provision hereof, the prevailing Party shall be entitled to recover from the losing Party or Parties its costs and expenses, including reasonable attorneys' fees and costs for services rendered to the prevailing Party in such action or proceeding. In the event some but not all of the claims are awarded to both Parties, such that each Party could be considered to be the prevailing Party, the payment of reasonable attorneys' fees and other expenses incurred in connection with the proceedings shall be prorated between the Parties according to the division of the awarded claims.

4.17 Continuing Effect. This Agreement shall remain in full force and effect until the Escrow Agent has delivered the Escrowed Funds and any monies and earnings thereon and other instruments held by it pursuant to this Escrow Agreement in accordance with the terms hereof.

[Signatures on following page]

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed and delivered by the Parties as of the date first written above.

Seller:

By: 
Name: Mark Milioni
Title: President

Buyer:

By: _____
Name: James L. Campbell
Title: President

Escrow Agent:

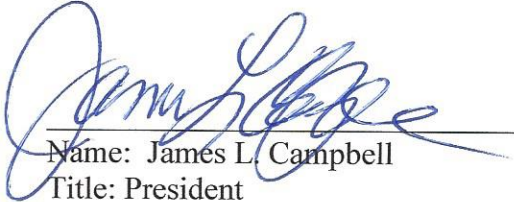
By: _____

IN WITNESS WHEREOF, this Escrow Agreement has been duly executed and delivered by the Parties as of the date first written above.

Seller:

By: _____
Name: Mark Milioni
Title: President

Buyer:

By:  _____
Name: James L. Campbell
Title: President

Escrow Agent:

By: _____

EXHIBIT B

Underwriting Agreement

UNDERWRITING AGREEMENT

THIS UNDERWRITING AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2014, between BAPTIST BIBLE COLLEGE INC., a Missouri benevolent corporation ("Underwriter") and RADIO TRAINING NETWORK, INC., a Georgia non-profit corporation, ("Radio Station").

WITNESSETH:

WHEREAS, Underwriter and Radio Station have entered into an Asset Purchase Agreement (the "Purchase Agreement") dated _____, 2014, regarding the sale of certain assets of Underwriter to Radio Station; and

WHEREAS, pursuant to the Purchase Agreement, part of the Purchase Price paid to Underwriter is underwriting spots to played on either or both of Radio Station's two stations, KWND and KWFC; and

WHEREAS, this Agreement sets forth the arrangement for use of the underwritng spots; and

WHEREAS, all capitalized terms used herein but not otherwise defined shall have the same meaning as defined in the Purchase Agreement.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Underwriting Spots. Radio Station shall provide Underwriter with the use of thirty (30) second underwriting spots or such other lengths or formats and content of underwriting as Radio Station and Underwriter may mutually agree (collectively, the "Spots") to be broadcast on KWND and/or KWFC on the dates, days and times mutually agreeable to Radio Station and Underwriter in accordance with schedules and strategies reasonably requested by Underwriter following consultations with Radio Station (as further described below).

2. Number of Spots. Unless otherwise agreed to by the parties, Radio Station shall broadcast a total of Eighteen Thousand Two Hundred Fifty (18,250) Spots over the period of time six (6) years from the Closing Date of the Purchase Agreement (the "Term"). A Spot will be deemed aired if aired on either KWND or KWFC. Underwriter shall advise Radio Station on which station a Spot should be aired. By way of example only, if Underwriter requests that a Spot be run on KWND and KWFC then that is deemed a request for two Spots. Notwithstanding the above, if the Eighteen Thousand Two Hundred Fifty (18,250) Spots are requested to be broadcast in such a manner and are in fact broadcast in a such a manner that all the Spots are broadcast prior to the date six (6) years from the Closing Date, this Agreement shall terminate on the date that the last Spot is broadcast.

3. Time and Date of Broadcast of Spots. The dates, days, and times for broadcast of the Spots shall

be as mutually agreed to by Radio Station and Underwriter. Underwriter shall provide Radio Station with a proposed broadcast schedule of Spots each month, on the first day of the prior month (the "Monthly Spot Schedule"). Subject to availability of the specified times or periods in the Monthly Spot Schedule, Radio Station will broadcast the Spots in any specified times or periods as set out in the Monthly Spot Schedule. If the requested times or periods set out in the Monthly Spot Schedule are not available, Radio Station shall provide Underwriter an alternative placement for the Spots. Any alternative placement shall be within sixty (60) minutes of a requested time or during the same scheduled show. Notwithstanding the above unless requested by Underwriter, Spots shall only be broadcast between the hours of 7:00 A.M. Central Standard Time and 7:00 P.M. Central Standard Time. In no event shall Radio Station be required to air more than 10 spots on any one day. The Radio Station shall not be required to air any Spots during Shareathon or fundraising for either KWND or KWFC which shall not exceed more than ten days per year.

4. Monthly Spot Report. Radio Station shall provide Underwriter with a written report within ten (10) days at the end of each calendar month following the commencement of this Agreement setting forth the actual airing of Spots by Radio Station during the preceding month.

5. Audit of Books and Records. During the Term of this Agreement and for the one (1) year period immediately following the end of the Term, upon reasonable prior written notice, Underwriter shall have reasonable access to and the ability to audit the books and records of Radio Station related to the broadcasting of the Spots in order to verify that all Spots have been aired as agreed to and to confirm the value of the Spots is as agreed to in the Purchase Agreement.

6. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Missouri, without regard to conflicts of laws or principals. The parties agree that in the event of any dispute concerning this Agreement or a claim for a breach of this Agreement, such claim shall be heard either in the courts of the State of Missouri, or in the United States District Federal Court for the District of Missouri; and the parties do hereby consent to and waive any objections to venue and jurisdiction of such courts for the resolution of any such claims or disputes.

7. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective heirs, executors, successors, and assigns.

8. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one instrument representing the Agreement among the parties. A facsimile or electronic copy shall be deemed an original.

9. Attorney Fees. In the event of a dispute relating to this Agreement resulting in litigation brought by either party, the prevailing party shall be entitled to reasonable attorney's fees and costs.

10. Modification and Amendment. The parties to this Agreement may amend, modify, and/or supplement this Agreement in such manner as may be agreed upon by the parties, provided such amendments, modifications and/or supplement are reduced to writing and signed by the parties to this Agreement or their successors in interest.

11. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party.

12. Entire Agreement. This Agreement contains the entire understanding between the parties concerning the subject contained in this Agreement. Except for such Agreement, there are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties hereto, relating to the subject matter of this Agreement, that are not fully expressed herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written:

BAPTIST BIBLE COLLEGE INC.

By: _____
Name: Mark Milioni
Title: President

RADIO TRAINING NETWORK, INC.,

By: _____
Name: James L. Campbell
Title: President

EXHBIT C

Bill of Sale

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment is dated the ____ day of _____, 2014, and is being delivered pursuant to Section 7.1.6(a) of the Asset Purchase Agreement (the "Purchase Agreement") dated as of _____, 2014, by and among **BAPTIST BIBLE COLLEGE INC.**, a Missouri benevolent corporation ("Seller"), and **RADIO TRAINING NETWORK, INC.**, a Georgia non-profit corporation ("Buyer"). All capitalized terms that are used but not defined herein have the meanings assigned to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell to Buyer the Assets.

NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Seller hereby grants, conveys, transfers, assigns, and delivers to Buyer, and its successors and assigns, free and clear of all mortgages, Liens, deeds of trust, security interests, pledges, restrictions, prior assignments, charges, claims, taxes, defects in title, and encumbrances of any kind or type whatsoever, all of the Assets, all as more particularly described in said Purchase Agreement which is incorporated herein by reference. TO HAVE AND TO HOLD the same unto Buyer and its successors and assigns forever.

All representations and warranties made in the Purchase Agreement by Seller with respect to the Assets are incorporated herein by reference and shall survive the Closing under the Purchase Agreement to the extent provided therein.

IN WITNESS WHEREOF, the Seller has caused this Bill of Sale and Assignment to be duly executed on _____, 2014.

SELLER:

BAPTIST BIBLE COLLEGE INC.

By: _____
Its: _____

SUBSCRIBED AND SWORN TO BEFORE
ME THIS ____ DAY OF _____, 2014.

Notary Public
My commission expires:

EXHIBIT D

Assignment and Assumption Agreement

ASSIGNMENT AND ASSMPTION OF FCC LICENSE

This **ASSIGNMENT AND ASSUMPTION OF FCC LICENSE** (this "Assignment") is made as of _____, 2014 (the "Effective Date"), by and between BAPTIST BIBLE COLLEGE INC. ("Assignor") and RADIO TRAINING NETWORK, INC. ("Assignee").

RECITALS

Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated _____, 2014 (that "Purchase Agreement");

Pursuant to the terms and conditions of the Purchase Agreement, Assignor desires to convey and assign to Assignee, and Assignee is willing to assume, subject to the consent of the FCC, the FCC License for FM Radio Station KWC(FM) 89.1, Springfield, MO (Facility ID No. 3681) (the "Station License");

The FCC has granted its consent to the assignment of the Station License from Assignor to Assignee;

Assignor desires to transfer and assign to Assignee all of Assignor's rights, title and interest in and to the Station License, and Assignee desires to assume Assignor's obligations as provided herein with respect thereto, in each case pursuant to the terms and subject to the conditions set forth in the Purchase Agreement and this Assignment; and

This instrument is intended to accomplish a part of the transaction by an assignment, transfer and conveyance, from Assignor to Assignee, of the Station License.

AGREEMENT

NOW, THEREFORE, subject to the terms and conditions of the Purchase Agreement, which are incorporated herein by reference, and in consideration of the mutual promises contained in the Purchase Agreement and other valuable consideration, receipt and sufficiency of which the parties hereby acknowledge, the parties hereto, intending to be legally bound, agree as follows:

1. Defined Terms; Interpretation. Capitalized terms used herein but not otherwise defined shall have the respective meanings assigned to them in the Purchase Agreement. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Assignment.

2. Assignment of FCC License. Assignor hereby sells, assigns, transfers and delivers unto Assignee all of Assignor's right, title and interests in and to the Station License.

Assignor shall remain liable for all of the obligations and liabilities arising under the Station License insofar as such obligations and liabilities related to the time period prior to the date hereof. Assignee hereby agrees that it shall assume and discharge and perform all the obligations and liabilities arising from and after the date hereof with respect to the Station License.

3. Binding Effect; Amendments. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No modification, amendment or waiver of any provision of, or consent or approval required by, this Assignment, nor any consent to or approval of any departure herefrom, shall be effective unless it is in writing and signed by all parties hereto.

4. Governing Law. Construction and interpretation of this Assignment shall be governed by the laws of the State of Missouri (without regard to conflicts of law doctrines), except to the extent that certain matters are preempted by federal law.

5. Purchase Agreement Controlling. Notwithstanding any other provisions of this Assignment to the contrary, nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, or any of the obligations, of Assignor or Assignee set forth in the Purchase Agreement. This Assignment is subject to and controlled by the terms of the Purchase Agreement.

6. Counterparts. This Assignment may be signed in counterparts and each of such counterparts shall constitute an original document which taken together, shall constitute one and the same instrument. The delivery of an executed counterpart of a signature page of this Assignment by facsimile or other electronic transmission shall be effective as a manually executed original counterpart of this Assignment.

7. Further Assurances. Each party to this Assignment agrees to execute, acknowledge, deliver, file and record, and to cause to be executed, acknowledged, delivered, filed and recorded, such further certificates, instruments, and documents and to do, and cause to be done, all such other acts and things, as may be required, or as may, in the reasonable opinion of a party hereto, be necessary or advisable to carry out the purposes of this Assignment.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this ASSIGNMENT AND ASSUMPTION OF FCC LICENSE effective for all purposes as of the Effective Date set forth first above.

ASSIGNOR:

BAPTIST BIBLE COLLEGE INC.

By: _____
Name: Mark Milioni
Title: President

ASSIGNEE:

RADIO TRAINING NETWORK, INC.

By: _____
Name: James L. Campbell
Title: President