

TIME BROKERAGE AGREEMENT

This Time Brokerage Agreement ("Agreement"), dated as of the 1st day of December 2003, by and between WORLDLINK TECHNOLOGIES GROUP, INC., ("Licensee") licensee of AM radio station WPRY Perry, Florida, Facility Identification Number 54920 ("Station") and HF BROADCASTING PERRY, LC ("Broker").

WHEREAS, Licensee has available broadcasting time, and is engaged in the business of radio broadcasting on Station; and

WHEREAS, Broker has entered into that certain Asset Purchase Agreement dated December 1, 2003, pursuant to the terms of which Broker has agreed to purchase or receive certain assets of, and for the assignment of the Station broadcast license from Licensee subject to the prior approval of the Federal Communications Commission ("Commission"); and

WHEREAS, until such time as the proposed assignment of the Station to Broker is approved by the FCC and consummated by the parties, Licensee desires to make all of its programming time available to Broker;

WHEREAS, Broker desires to provide programming, including the sale of advertising time, for broadcast as well as marketing and other services to Station and Licensee;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto have agreed and do agree as follows:

WITNESSETH:

1. Programming

Licensee agrees to make all of its programming time on Station available to air certain programming and advertising provided to it by Broker. Other than the programming time sold to Broker pursuant hereto, the Licensee will neither air nor sell nor barter any other programming time during the term of the Agreement, except as may be provided otherwise in this Agreement.

2. Consideration

The compensation to be paid by Broker and other considerations involved in this Agreement are specified in Exhibit A hereto.

3. Term

The term of this Agreement shall be for a period of twelve (12) months from the effective date of this Agreement as hereinafter specified, until the earlier termination of this Agreement as specified below, or until the time of the consummation of the sale of Station to Broker, whichever occurs sooner. Should an assignment of Station to Broker not occur, then upon termination of this Agreement, Broker will return to Licensee any equipment or property belonging to Licensee in its possession, and Licensee will pay Broker 100% of Broker's accounts receivable of Station then outstanding.

4. Effective Date

For purposes of this Agreement, the "Effective Date" shall be November 1, 2003.

5. Broker's rights and obligations

Broker shall retain 100% of any revenue it may collect pursuant to the sale of any advertising sold by Broker or under its Direction and which airs over Station during the life of this Agreement.

All advertising programming provided for broadcast over Station shall be in good taste consistent with Station's "Goodtime Oldies" format and in accordance with good broadcast standards. Broker's programming shall accommodate and continue the programming arrangement which Licensee has established with Jones Satellite Radio, and Broker shall make no program format changes to Station during the term of this Agreement without first obtaining Licensee's prior written consent. All entertainment and nonentertainment programming, as well as advertising spots and advertiser promotional announcements supplied by Broker shall comply with all applicable federal, state and local regulations and policies and shall be produced at the direction of Broker.

During the term of this Agreement, the Broker shall be responsible for, and shall maintain and deliver to the Licensee, such records and information in its possession which may be required by the Commission to be placed in the public inspection files of the Station pertaining to the broadcast of political programming and advertisements which Broker has sold, in accordance with the provisions of Sections 73.1940 and 73.3526 of

the Commission's rules, and to the broadcast of sponsored programming addressing political issues or controversial subjects of public importance, in accordance with the provisions of Section 73.1212 of the Commission's rules. The Broker shall also consult with the Licensee and adhere strictly to the rules, regulations and policies of the Commission, as announced from time to time, with respect to the carriage of political advertisements and programming (including, without limitation, the rights of candidates and, as appropriate, others to "equal opportunities", and the carriage of contrasting points of view with respect to such "issue-oriented" advertising as may be broadcast) and the charges permitted therefor. The Broker will provide to the Licensee such documentation relating to such programming which it has sold as the Licensee shall reasonably request.

Broker shall indemnify Licensee for any claim, demand, cost or expense (including reasonable attorney's fees) arising from the broadcast of any such material which Broker has sold or provided the Station during the term of this Agreement. Licensee shall indemnify Broker for any claim, demand, cost or expense (including reasonable attorney's fees) arising from the broadcast of any such material broadcast by Licensee before the effective date hereof and/or during the term of this Agreement. Notwithstanding anything to the contrary in this paragraph, the Licensee shall have ultimate responsibility for fulfilling the

FCC's political broadcasting and public affairs programming rules.

Broker shall be responsible (1) for the salaries, taxes, insurance and related costs for all of its personnel utilized in the production of programming supplied to Station as well as in the sale of all advertising included with that programming; (2) for all costs incurred in program and commercial production, to the extent said production is done by Broker; (3) billing and Broker's accounts receivable collection, and (4) cooperating with Licensee in collecting any advertising accounts receivables due to Licensee as of the Effective Date from advertisers with whom Broker establishes a relationship. Music license fees shall be paid by the Broker.

6. Licensee's rights and obligations.

Notwithstanding anything herein to the contrary, Licensee shall maintain complete control over Station's programming in compliance with all FCC rules and regulations and, shall be solely responsible for meeting all of the FCC's requirements with respect to Licensee's local service obligations, including, but not limited to, Licensee's obligation in its absolute discretion to preempt Broker's programming, broadcast programming of interest to the listeners in the Station's service contours, covering local community issues for Licensee's issues/programs lists and maintaining the public inspection file. Day-to-day activities at the Station shall be directed by the Licensee's

general manager, who may also be the chief operator, and all expenses incurred by the Station shall be borne by Licensee. Licensee shall be responsible for insuring that qualified control operators monitor and control Station transmissions at all times, in full conformity with FCC requirements. Station and Licensee shall pay their creditors in a timely fashion consistent with good reasonable efforts. Licensee shall be responsible for the salaries, taxes, insurance and related costs for all personnel utilized in the management and Licensee's operation of the Station. Licensee shall also be responsible for all expenses related to its studios and broadcast transmissions, including as applicable, but not limited to, tower and studio rent, maintenance, utilities, telephone, insurance on its facilities, automobile expense, property taxes and income taxes relating to Licensee's earnings from this arrangement. Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority and power over the operation of the Station during the term of this Agreement. The general manager of the Station shall report solely to, and be accountable solely to, Licensee and shall supervise the day-to-day operation of the Station. Licensee shall retain control in its absolute discretion over the financial operations of the Station, including, without limitation, the right to reject or preempt any advertisements or other programming supplied by Broker. In the event Licensee should preempt or replace any programming or advertising supplied

by Broker for broadcast over Station, the amounts due in Exhibit A shall be adjusted downward on a pro rata basis with a credit of double the length of time of the alternative programming or advertising supplied by Licensee.

The Licensee's chief operator shall be responsible for monitoring the Station transmission facilities and compliance with FCC technical rules and regulations. Licensee shall also have the right to take any other actions necessary for compliance with the laws of the United States, the State of Florida, and rules, regulations, and policies of the FCC.

7. Default

The following shall, after the expiration of the applicable cure periods, constitute "Events of Default" under this Agreement:

Broker's failure to timely pay the consideration provided for in Exhibit A hereof.

Licensee or Broker shall default in the material observance or performance of any material covenant, condition, or agreement contained herein.

Any material representation or warranty herein made by Broker or Licensee to the other or in any certificate or document furnished by Broker or Licensee to the other pursuant to the provisions hereof, shall prove to be false or misleading in any material respect as of the time made or furnished.

Unless otherwise provided herein, an Event of Default shall

not be deemed to have occurred until fifteen (15) business days after the nondefaulting party has provided the defaulting party with written notice specifying the event or events that if not cured would constitute an Event of Default. This period may be extended for a reasonable period of time if the defaulting party is acting in good faith to cure and such delay is not materially adverse to the non-defaulting party.

8. Termination

In the event of the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement provided said party is not then also in default. In the event that a dispute arises under this provision and litigation ensues, the prevailing party in said litigation shall be entitled to recover reasonable attorney's fees and the parties agree that Florida law shall govern in any such dispute with the matter to be decided by the courts in the State of Florida.

This Agreement shall terminate in the event that Licensee's broadcast license to operate the Station is not renewed or is revoked by a final order of the Commission. For purposes of this Agreement, a "final order" shall mean an order of the Commission which has not been reversed or stayed, and as to which no administrative or judicial appeal, reconsideration, or review is pending or has been requested, and with respect to which the time for the institution of any further appellate proceedings has expired.

Broker shall be entitled to one hundred percent (100%) of Broker's accounts receivable of Station which are outstanding at the date of termination.

9. Warranties

Both Licensee and Broker materially represent and warrant that they are legally qualified, empowered, and able to enter into this Agreement.

Licensee warrants that Station is now transmitting as specified in its FCC licenses, and will be operated in such a fashion so as to transmit (except at such time where reduction of power is required for routine or emergency maintenance activities), at its maximum authorized power and antenna height set forth in the Station broadcast license.

Licensee certifies that it shall maintain ultimate control over Station facilities, including finances, personnel and programming.

Broker certifies that this time brokerage agreement complies with the provisions of Section 73.3555 of the Commission's rules.

10. Modification and Waiver

No modification or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing, and then such waiver and consent shall be effective only for the purpose or purposes given. No failure or delay on the part of either party in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or

partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of Licensee and Broker herein provided are cumulative and are not exclusive of any right or remedies which it may otherwise have.

11. Jurisdiction

This Agreement shall be construed in accordance with the laws of the State of Florida by the courts of that state, and the obligations of the parties hereto are subject to all federal, state or municipal laws or regulation now or hereafter in force and to the regulations of the Commission and all other governmental bodies or authorities presently or hereafter to be constituted.

12. Headings

The headings contained in this Agreement are included for convenience only and no such heading shall in any way alter the meaning of any provision.

13. Assignment

This Agreement may not be assigned without the express written consent of both parties.

14. Counterpart signatures

This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the parties hereto notwithstanding that the parties are not

signatory to the original or the same counterpart.

15. Notices

Any notice required shall be in writing and any payment, notice or other communications shall be deemed given when delivered personally, by Federal Express, or mailed by certified mail, postage prepaid, with return receipt requested, and addressed as follows:

If to Licensee: Worldlink Technologies Group, Inc.
ATTN: Mike Pfof
5509 Woodcrest Drive
Milton, FL 32583

If to Broker: HF Broadcasting Perry, LC
ATTN: Gary Williams, President
872 Highway 27
East Perry, FL 32347

with copy, which shall not constitute notice, to
Scott C. Cinnamon, Esq.
Law Offices of Scott C. Cinnamon, PLLC
1090 Vermont Ave., Suite 800, #144
Washington, DC 20005
FAX: 202-789-2929

16. Integration

This Agreement embodies the entire agreement between the parties and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like written instrument executed by both parties.

17. Validity

In the event that any of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable such

shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

18. Equipment

Any equipment installed by Broker during the term of this Agreement shall remain the property of Broker, and may be removed by Broker at the termination of this Agreement. Upon removing the equipment, Broker shall restore the premises to the condition which existed before the equipment was installed. If said premises is not restored, Broker agrees to pay Licensee for its expenses to restore the premises. In the event this Agreement is terminated for any reason other than the assignment of the Station license to Broker, then any equipment not removed by Broker within 30 days after the termination of this Agreement shall be deemed to be the property of Licensee.

WORLDLINK TECHNOLOGIES GROUP, INC.

HF BROADCASTING PERRY, LC

By _____
Michael Pfost, President

By _____
Gary Williams,
President