



FORM 10-Q

WHITNEY INFORMATION NETWORK INC – RUSS

Filed: May 15, 2003 (period: March 31, 2003)

Quarterly report which provides a continuing view of a company's financial position

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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

Form 10-Q

Quarterly Report Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934
For the Quarter Ended March 31, 2003

Whitney Information Network, Inc.
(Exact name of registrant as specified in its charter)

Colorado	0-27403	84-1475486
----- (State or other jurisdiction of incorporation)	----- (Commission File Number)	----- (IRS Employer Identification No.)

1612 Cape Coral Parkway, Suite A, Cape Coral, Florida 33904

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code (239) 542-8999

(Former name or former address, if changed since last report)

4818 Coronado Parkway, Cape Coral, Florida 33904

Securities registered under Section 12 (b) of the Exchange Act:
NONE

Securities registered under Section 12 (g) of the Exchange Act:
COMMON STOCK
NO par value per share
(Title of Class)

Check whether the Issuer (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Exchange Act during the past 12 months (or for such shorter period that the Issuer was required to file such reports) and (2) has been subject to such filing requirements for the past 90 days. Yes X No

The Issuer had 8,102,874 and 8,096,624 common shares of common stock outstanding as of March 31, 2003 and December 31, 2002.

PART I

Item 1. Financial Statements

Whitney Information Network, Inc.
Consolidated Financial Statements
As of March 31, 2003 and December 31, 2002
And for the Three Months Ended March 31, 2003 and 2002

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WHITNEY INFORMATION NETWORK, INC. AND SUBSIDIARIES

Consolidated Balance Sheets

	March 31, 2003 ----- (Unaudited)	December 31, 2002 -----
Assets		
Current assets		
Cash and cash equivalents	\$ 15,785,501	\$ 12,080,553
Accounts receivable	635,752	507,919
Due from affiliates, net	119,896	4,089
Prepaid advertising and other	1,099,349	696,441
Inventory	296,820	363,555
Deferred tax asset	1,112,000	
Deferred seminar expenses	3,993,177	2,907,414
	-----	-----
Total current assets	23,042,495	16,559,971
	-----	-----
Other assets		
Property and equipment, net	8,239,646	8,406,370
Intangible assets, net	1,000,926	989,061
Investment in foreign corporation	184,757	184,757
Other assets	-	27,128
	-----	-----
Total other assets	9,425,329	9,607,316
	-----	-----
Total assets	\$ 32,467,824 =====	\$ 26,167,287 =====
Liabilities and Stockholders' Deficit		
Current liabilities		
Accounts payable	\$ 3,276,677	\$ 1,762,614
Accrued seminar expenses	526,687	63,622
Deferred revenue	30,419,038	24,549,429
Accrued expenses	1,010,063	1,125,662
Current portion of long-term debt	78,049	103,051
Current portion of note payable-officer/stockholder	43,212	59,054
	-----	-----
Total current liabilities	35,353,726	27,663,432
Long-term debt, less current portion	1,606,408	1,606,410
	-----	-----
Total liabilities	36,960,134	29,269,842
	-----	-----
Stockholders' deficit		
Common stock, no par value, 25,000,000 shares authorized, 8,102,874 and 8,096,624 shares issued and outstanding	961,456	939,832
Paid-in capital	448,600	448,600
Accumulated deficit	(5,902,366)	(4,490,987)
	-----	-----
Total stockholders' deficit	(4,492,310)	(3,102,555)
	-----	-----
Total liabilities and stockholders' deficit	\$ 32,467,824 =====	\$ 26,167,287 =====

See notes to consolidated financial statements.

WHITNEY INFORMATION NETWORK, INC. AND SUBSIDIARIES

Consolidated Statements of Operations

	For the Three Months Ended March 31,	
	2003	2002
	(Unaudited)	(Unaudited)
Sales	\$ 13,303,839	\$ 15,453,018
Expenses		
Direct course expenses	7,574,372	6,148,203
Advertising and sales expense	4,540,615	3,074,267
General and administrative expense	3,836,939	2,951,493
Total expenses	15,951,926	2,173,963
Income (loss) from operations	(2,648,087)	3,279,055
Other income (expense)		
Interest and other income	146,918	103,593
Interest expense	(22,210)	(11,607)
Income (loss) before income taxes	(2,523,379)	3,371,041
Income tax benefit	1,112,000	-
Net income (loss)	\$ (1,411,379)	\$ 3,371,041
Basic income (loss) per share	\$ (.17)	\$.43
Weighted average shares outstanding	8,099,152	7,878,023
Diluted income (loss) per common share	\$ (.15)	\$.43
Diluted weighted average common shares outstanding	9,624,077	7,878,023

See notes to consolidated financial statements.

WHITNEY INFORMATION NETWORK, INC. AND SUBSIDIARIES

Consolidated Statements of Cash Flows

	For the Three Months Ended March 31,	
	2003	2002
	(Unaudited)	(Unaudited)
Cash flows from operating activities		
Net income (loss)	\$ (1,411,379)	\$ 3,371,041
Adjustments to reconcile net income (loss) to net cash provided by operating activities		
Depreciation and amortization	232,172	92,129
Deferred tax asset	(1,112,000)	-
Changes in assets and liabilities		
Accounts receivable	(127,833)	143,423
Prepaid advertising and other	(402,908)	168,346
Income taxes receivable and prepayments	-	326,500
Inventory	66,735	(420)
Deferred seminar expenses	(1,085,763)	585,830
Other assets	27,128	(2,191)
Accounts payable	1,514,063	168,080
Accrued seminar expense	463,065	43,849
Deferred revenue	5,869,609	(526,454)
Accrued expenses	(115,599)	633,323
	5,328,669	1,632,415
Net cash provided by operating activities	3,917,290	5,003,456
Cash flows from investing activities		
Note receivable	-	(100,000)
Purchases of property and equipment	(67,313)	(180,265)
Loans to affiliates, net	(115,807)	(85,962)
Net cash used in investing activities	(183,120)	(366,227)
Cash flows from financing activities		
Principal payments on note payable - officer/stockholder	(15,842)	-
Payments of principal on long-term debt	(25,004)	(39,282)
Proceeds from exercise of stock options	11,624	-
Net cash used in financing activities	(29,222)	(39,282)
Net increase in cash and cash equivalents	3,704,948	4,597,947
Cash and cash equivalents, beginning of period	12,080,553	6,889,275
Cash and cash equivalents, end of period	\$ 15,785,501	\$ 11,487,222
Supplemental cash flow information:		
Cash paid for interest was \$22,210 and \$11,600 for the three months ended March 31, 2003 and 2002, respectively.		

See notes to consolidated financial statements.

Supplemental disclosure of non-cash activity:

During 2003, the Company issued 2,500 shares of common stock, valued at \$10,000, in exchange for assets the Company recorded as intangible assets.

See notes to consolidated financial statements.

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WHITNEY INFORMATION NETWORK, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

Note 1 - Significant Accounting Policies

The accompanying consolidated financial statements are unaudited and reflect all adjustments (consisting only of normal recurring adjustments), which are, in the opinion of management, necessary for a fair presentation of the financial position and operating results for the interim periods. The consolidated financial statements should be read in conjunction with the financial statements and notes thereto contained in the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission April 15, 2003, which includes audited financial statements for the years ended December 31, 2002 and 2001. The results of operations for the three months ended March 31, 2003, may not be indicative of the results of operations for the year ended December 31, 2003.

Recently Issued Accounting Pronouncements

In December 2002, the FASB issued SFAS No. 148 "Accounting for Stock-Based Compensation-Transition and Disclosure". This statement amends SFAS No. 123, "Accounting for Stock-Based Compensation" to provide alternative methods of transition for an entity that voluntarily changes to the fair value method of accounting for stock-based compensation. In addition, SFAS 148 amends the disclosure provision of SFAS 123 to require more prominent disclosure about the effects of an entity's accounting policy decisions with respect to stock-based employee compensation on reported net income. The effective date for this Statement is for fiscal years ended after December 15, 2002.

The adoption of this statement did not have a material effect on the consolidated financial statements as the Company continues to account for stock based compensation under the intrinsic value approach, and follows the pro-forma disclosure requirements of SFAS 123, as amended by SFAS 148.

Note 2 - Related Party Transactions

The Company has rented its headquarters location in Cape Coral, Florida, since 1992 from the Chairman of the Board and pays rent on annual leases. Rentals under the related party lease were \$15,148 and \$18,462 for the three months ended March 31, 2003 and 2002, respectively. The Company leases approximately 8,700 square feet presently.

MRS Equity Corp. provides certain products and services for Whitney Information Network, Inc. and Whitney Information Network, Inc. provides MRS Equity Corp. with payroll services including leased employees. Whitney Information Network, Inc. provided payroll services to MRS Equity Corp. in the amounts of \$59,570 and \$29,381 for the three months ended March 31, 2003 and 2002, respectively. MRS Equity Corp. provided Whitney Information Network, Inc. with \$164,400 and \$136,650 for product costs for the three months ended March 31, 2003 and 2002, respectively. MRS Equity Corp. is a 100 percent subsidiary of Equity Corp. Holdings, Inc. of which the Chairman of the Board of Whitney Information Network, Inc. owns a controlling interest.

During 2003 and 2002, Whitney Information Network made payments of \$31,375 and \$49,999, respectively, for registration fees and commissions to Whitney Leadership Group, Inc. The Chairman of the Board of Whitney Information Network, Inc. is the President and Chief Operating Officer of Whitney Leadership Group, Inc.

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Notes to Consolidated Financial Statements

United States Fiduciary Corp. is a company that provides telemarketing services for Whitney Information Network, Inc. The Chairman of the Board of Directors and the Chief Financial Officer were members of the board of directors of United States Fiduciary Corp. During 2003 and 2002, Whitney Information Network, Inc. paid \$0 and \$121,115, respectively, in commission payments to United States Fiduciary Corp.

RAW, Inc. is a company owned by the Chairman of the Board of Whitney Information Network, Inc., which buys, sells and invests in real property.

Those items above that are reasonably expected to be collected within one year are shown as current and those that are not expected to be collected during the next year are shown as non-current.

The following balances are due from related parties:

	March 31, 2003	December 31, 2002
	-----	-----
	(Unaudited)	
Due from Whitney Leadership Group	\$ 68,641	\$
Due from RAW, Inc.	4,089	4,089
Due from MRS Equity Corp	47,166	
	-----	-----
	\$ 119,896	\$ 4,089
	=====	=====

Note 3 - Commitments and Contingencies

Litigation

The Company is not involved in any material asserted or unasserted claims and actions arising out of the normal course of its business that in the opinion of the Company, based upon knowledge of facts and advice of counsel, will result in a material adverse effect on the Company's financial position.

Other

The Company carries liability insurance coverage, which it considers sufficient to meet regulatory and consumer requirements and to protect the Company's employees, assets and operations.

The Company, in the ordinary course of conducting its business, is subject to various state and federal requirements. In the opinion of management, the Company is in compliance with these requirements.

Notes to Consolidated Financial Statements

Note 4 - Income Taxes

As of March 31, 2003 and December 31, 2002, the Company has net operating loss (NOL) carryforwards for tax purposes of approximately \$7,175,000 and \$3,600,000, respectively, which expire in the years 2003 through 2022.

Deferred tax liabilities and assets are determined based on the difference between the financial statement assets and liabilities and tax basis assets and liabilities using the tax rates in effect for the year in which the differences occur. The measurement of deferred tax assets is reduced, if necessary, by the amount of any tax benefits that based on available evidence, are not expected to be realized.

The accompanying balance sheets include the following:

	March 31, 2003	December 31, 2002
	-----	-----
	(Unaudited)	
Deferred tax asset from NOL carryforward	\$ 2,677,000	\$ 1,301,000
Deferred tax liability from deferred expense/revenue recognition	(1,565,000)	(1,142,000)
	-----	-----
Total deferred tax asset	1,112,000	159,000
Valuation allowance for deferred tax asset	-	(159,000)
	-----	-----
Net deferred tax asset	\$ 1,112,000	\$ -
	=====	=====

Note 5 - Stockholders' Equity and Transactions

Stock Based Compensation Plans

The Company's stock option plans provide for the granting of stock options to key employees. Under the terms and conditions of the plans, any time between the grant date and two years of service, the employee may purchase up to 25% of the option shares. After three years of continuous service, the employee may purchase all remaining option shares. All options expire ten years from the date of the grant.

WHITNEY INFORMATION NETWORK, INC. AND SUBSIDIARIES

Notes to Consolidated Financial Statements

The following table presents the activity for options outstanding:

	Options Related To A Plan	Weighted Average Exercise Price
	-----	-----
Outstanding - December 31, 2000	1,093,650	\$ 1.94
Granted	10,000	\$ 1.70
Forfeited/canceled	(181,850)	\$ (1.94)

Outstanding - December 31, 2001	921,800	\$ 1.94
Granted	651,750	\$ 1.81
Forfeited/canceled	(141,000)	\$ (1.98)
Exercised	(26,375)	\$ (2.13)

Outstanding - December 31, 2002	1,406,175	\$ 1.93
Granted	152,500	\$ 3.70
Forfeited/canceled	(30,000)	\$ (2.29)
Exercised	(3,750)	\$ (3.10)

Outstanding - March 31, 2003	1,524,925	\$ 2.11

The following table presents the composition of options outstanding and exercisable:

Range of Exercise Prices	Number of Options	Price*	Life*
-----	-----	-----	-----
\$ 1.70	10,000	\$ 1.70	8.49
\$ 1.75	45,000	\$ 1.75	7.10
\$ 1.81	330,225	\$ 1.81	9.00
\$ 1.88	288,800	\$ 1.88	6.43
\$ 2.00	683,400	\$ 2.00	7.12
\$ 3.10	15,000	\$ 3.10	9.43
\$ 3.70	152,500	\$ 3.70	9.92

\$1.70 to \$3.70	1,524,925	2.11	7.70
=====	=====	=====	=====

*Price and Life reflect the weighted average exercise price and weighted average remaining contractual life, respectively.

The Company has adopted the disclosure-only provisions of Statement of Financial Accounting Standards No. 123, "Accounting for Stock-Based Compensation." Accordingly, no compensation cost has been recognized for the stock option plans. Had compensation cost for the Company's option plan been determined based on the fair value at the grant date for awards consistent with the provisions of SFAS No. 123, the Company's net income (loss) and basic income (loss) per common share would have been changed to the pro forma amounts indicated below:

WHITNEY INFORMATION NETWORK, INC. AND SUBIDIARIES

Notes to Consolidated Financial Statements

	For the Three Months Ended March 31,	
	2003	2002
Net income (loss) - as reported	\$ (1,411,379)	\$ 3,371,041
Net income (loss) - pro forma	\$ (1,689,524)	\$ 3,371,041
Basic income (loss) per common share - as reported	\$ (.17)	\$ 0.43
Basic income (loss) per common share - pro forma	\$ (.21)	\$ 0.43

The fair value of each option grant is estimated on the date of grant using the Black-Scholes option-pricing model with the following weighted-average assumptions used:

	For the Periods Ended March 31,	
	2003	2002
Approximate risk free rate	6.00%	6.00%
Average expected life	10 years	10 years
Dividend yield	0%	0%
Volatility	20%	154%
Estimated fair value of total options granted	\$278,145	\$ 0

Note 6 - Income (Loss) Per Share

The following table sets forth the computation for basic and diluted earnings per share:

	For the Periods Ended March 31,	
	2003	2002
Numerator for diluted income (loss) per common share	\$ (1,411,379) =====	\$ 3,371,041 =====
Denominator for basic earnings per share - weighted average shares	8,099,152	7,878,023
Effect of dilutive securities - convertible debt, options and warrants	1,524,925	-
Denominator for diluted earnings per share - adjusted weighted average shares	9,624,077 =====	7,878,023 =====
Diluted income (loss) per common share	\$ (.15) =====	\$.43 =====

Where the inclusion of potential common shares is anti-dilutive, such shares are excluded from the computation.

Notes to Consolidated Financial Statements

Note 7 - Business Segment Information

The Company and its subsidiaries operate primarily in only one business segment. The Company's revenues are generated through the sale of real estate seminars, programs and products. Only approximately 2.3% of the Company's revenues are generated relating to investment trading related programs and products. The Company and each of its subsidiaries either directly participate in the real estate market or provide services to one of the subsidiaries.

The Company does maintain operations in foreign countries outside the United States. The following provides both revenues and long-lived asset values by location for the period ending March 31, 2003.

Location	For the Period Ended March 31, 2003	
	Revenues	Long-Lived Assets
United States	\$ 10,592,087	\$ 8,340,821
Canada	907,388	17,316
United Kingdom	1,804,364	70,970
Costa Rica	-	811,465
	<u>\$ 13,303,839</u>	<u>\$ 9,240,572</u>

Note 8 - Subsequent Event

In February 2003, the Company entered into an agreement with one of its officers to purchase all of the outstanding shares of Equity Corp. Holdings, Inc. which owns MRS Equity Corp. The purchase price was \$250,000. In addition, the Company also assumed a \$4,750,000 note payable due to the Company's Chairman of the Board and majority shareholder. This liability arose from the officers' redemption of 90% ownership of Equity Corp. Holdings, Inc. of the Chairman of the Board and majority shareholder in June 2002.

In February 2003, the Company entered into an agreement with the Company's Chairman of the Board and majority shareholder to purchase all of the outstanding shares of Whitney Leadership Group, Inc. The purchase price for this transaction was \$1,200,000.

The Company expects these transactions to close in May 2003. Both agreements are subject to a number of contingencies, including due diligence and a fairness opinion acceptable to the Company's legal counsel.

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATION

The following discussion should be read in conjunction with the consolidated financial statements and notes thereto.

None of the Company's business is subject to seasonal fluctuations.

Revenues: Total revenue for the three months ended March 31, 2003 was \$13,303,839, a decrease of \$2,149,179 or 13.9% compared to the same period in 2002 of \$15,453,018. The advance training courses sold exceeded the advance training courses attended by \$5,869,609, and consequently, this excess revenue amount was required to be deferred to future periods. In addition, during the year 2001, the Company changed its policy regarding contract expirations and began recognizing revenue at the time when contracts expire.

Advertising and Sales Expense: Advertising and sales expense, of which advertising represents approximately 60% of these expenses for the three months ended March 31, 2003, was \$4,540,615, an increase of \$1,466,348 or 47.7% compared to the same period in 2002. The increase in Advertising and Sales expense is due to an increase in media buys due to the expansion in the number of events being held by the Teach Me To Trade division, and by the increased events in the United Kingdom. Also advertising and sales expenses increased due to recognizing those expenses that gave rise to the deferred revenues this period and conversely, the company was not able to recognize those revenues which were deferred to future periods under Generally Accepted Accounting Principles.

General and Administrative expenses increased to \$3,836,939 an increase of \$885,446, or 30% over the comparable period in 2002 of \$2,951,493. This increase is due primarily to increased personnel hired in the quarter to handle the increase in the Company's volume, and management bonuses issued for the first quarter of 2003 which approximated \$650,000.

Seminar expenses increased proportionately in comparison with the increase in sales for the first quarter of 2003 to \$7,574,372 an increase of \$1,426,169 or 23.2% over the prior comparable period in 2002. This increase is consistent with the increase in sales.

Net Loss for the three months ending March 31, 2003 was \$1,411,379 as compared with a net income of \$3,371,041 for the three months ending March 31, 2002, a decrease of \$4,782,420 or 141.9% or $-\$.17$ per share as compared to $\$.43$ per share for the prior period. The decrease is directly attributable to the increase in deferred revenues in 2003 over the prior period, the decrease in the amount of revenue recognized due to expirations, increased general and administrative expenses and a proportionate increase in advertising expenses.

Earnings (Loss) Before Interest, Taxes, Depreciation and Amortization (EBITDA) for the three months ended March 31, 2003 and 2002 was $(\$1,303,915)$ and $\$3,474,777$ respectively. EBITDA is defined as net income (loss) before income taxes, and interest, plus depreciation and amortization. Net (loss) income per share was $-\$.15$ for the three months ending March 31, 2003 as compared to net income of $\$.43$ per share for the prior year period ending March 31, 2002.

More than 24,000 new students register for one or more of the Company's programs each month. The Company's success can also be attributed to the fact that a large percentage of its gross annual revenue can be attributed to repeat business, a factor that also indicates students find its training is effective.

Liquidity and Capital Resources

The Company's capital requirements consist primarily of working capital, capital expenditures and acquisitions. Historically, the Company has funded its working capital and capital expenditures using cash and cash equivalents on hand. Cash increased by \$3,704,948 to \$15,785,501, compared to an increase of \$4,597,947 in the previous comparable period in 2002.

The Company's cash provided by operating activities was \$3.92 million and \$5.00 million for the three months ended March 31, 2003 and 2002, respectively. In the first quarter 2002, cash flows from advanced training programs were positively impacted by the increased collection efforts by the sales associates accompanying the instructors and trainers at the training locations.

The Company's cash used in investing activities was \$183,120 and \$366,227 for the three months ended March 31, 2003 and 2002, respectively. The Company's investing activities for the three months ended March 31, 2003 and 2002 were primarily attributable to the purchase of office property and equipment and related party transactions described in the accompanying financial statements.

The following reflects our commitments for capital expenditures, debt and other commitments.

	Capital Expenditures	Debt/(1)/	Operating Lease Commitments	Total
	-----	-----	-----	-----
2003	--	121,261	82,995	204,256
2004	--	861,073	89,952	951,025
2005	--	352,341	88,547	440,888
2006	--	356,405	73,359	429,764
2007	--	60,784	--	60,784
Thereafter	--	938,305	--	938,305
	-----	-----	-----	-----
Total	--	2,609,169	334,853	3,025,022

(1) Includes the debt associated with the Company's purchase of two related party companies.

FORWARD-LOOKING STATEMENTS

Certain information included in this report contains forward-looking statements made pursuant to the Private Securities Litigation Reform Act of 1995 ("Reform Act"). Such statements are based on current expectations and involve a number of known and unknown risks and uncertainties that could cause the actual results and performance of the Company to differ materially from any expected future results or performance, expressed or implied, by the forward-looking statements. In connection with the safe harbor provisions of the reform act, the Company has identified important factors that could cause actual results to differ materially from such expectations, including operating uncertainty, acquisition uncertainty, uncertainties relating to economic and political conditions and uncertainties regarding the impact of regulations, changes in government policy and competition. Reference is made to all of the Company's SEC filings, including the Company's Report on Form 10SB, incorporated herein by reference, for a description of certain risk factors. The Company assumes no responsibility to update forward-looking information contained herein.

Item 4. CONTROLS AND PROCEDURES

The Company, under the supervision of the chief executive and financial officer, has conducted an evaluation of the effectiveness of the design and operation of the Company's disclosure controls and procedures within 90 days of the filing date of this quarterly report. Based upon the results of this evaluation, the Company believes that they maintain proper procedures for gathering, analyzing and disclosing all information in a timely fashion that is required to be disclosed in its Exchange Act reports. There have been no significant changes in the Company's controls subsequent to the evaluation date.

PART II

ITEM 1. LEGAL PROCEEDINGS

The Company is not a party defendant in any material pending or threatened litigation and to its knowledge, no action, suit or proceedings has been threatened against its officers and its directors.

ITEM 2. CHANGES IN SECURITIES AND USE OF PROCEEDS

The rights of the holders of the Company's securities have not been modified nor have the rights evidenced by the securities been limited or qualified by the issuance or modification of any other class of securities.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

There are no senior securities issued by the Company.

ITEM 4. SUBMISSION OF MATTERS TO VOTE OF SECURITY HOLDERS

No matter was submitted during the three months ended March 31, 2003 to a vote of security holders, through the solicitation of proxies or otherwise.

ITEM 6. EXHIBITS AND REPORTS ON FORM 8-K.

(a) Exhibit No.	Description
-----	-----
10.1	Stock Purchase Agreement for the Whitney Information Network, Inc.'s purchase of Whitney Leadership Group, Inc.
10.2	Stock Purchase Agreement for the Whitney Information Network, Inc.'s purchase of Equitycorp Holdings, Inc.
99.1	Certification of the Chief Executive Officer and Chief Financial Officer of Whitney Information Network, Inc. Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
99.2	Certification of the Chief Executive Officer and Chief Financial Officer of Whitney Information Network, Inc. Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

(b) Reports on Form 8-K

No reports were filed on Form 8-K during the quarter ended March 31, 2003

SIGNATURES

In accordance with Section 13 or 15(d) of the Exchange Act, the Registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

WHITNEY INFORMATION NETWORK, INC.

Dated: May 15, 2003

By: /s/ Russell A. Whitney

Russell A. Whitney
President

In accordance with the Exchange Act, this report has been signed below by the following persons on behalf of the Registrant and in the capacities and on the dates indicated:

Signature -----	Title -----	Date -----
/s/Russell A. Whitney ----- Russell A. Whitney	President/Director/Chairman/ Chief Executive Officer	May 15, 2003
/s/Richard S. Simon ----- Richard S. Simon	Secretary/Treasurer/Chief Financial Officer/ Principal Accounting Officer and Director	May 15, 2003

Certification Pursuant to 18 U.S.C. Section 1350, As Adopted
Pursuant to Section 302 of The Sarbanes-Oxley Act of 2002

I, Russell A. Whitney, the Chief Executive Officer of Whitney Information Network, Inc. (the "Company"), certify that:

1. I have reviewed this quarterly report on Form 10-Q of the Company;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:
 - a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
 - c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Dated: May 15, 2002

/s/ Russell A. Whitney

Name: Russell A. Whitney
Title: Chief Executive Officer

Certification Pursuant to 18 U.S.C. Section 1350, As Adopted
Pursuant to Section 302 of The Sarbanes-Oxley Act of 2002

I, Ronald S. Simon, the Chief Financial Officer of Whitney Information Network, Inc. (the "Company"), certify that:

1. I have reviewed this quarterly report on Form 10-Q of the Company;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and we have:
 - a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
 - c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent function):
 - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this quarterly report whether or not there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Dated: May 15, 2002

/s/ Ronald S. Simon

Name: Ronald S. Simon
Title: Chief Financial Officer

STOCK PURCHASE AGREEMENT

THIS COMMON STOCK PURCHASE AGREEMENT (the "Agreement") is made as of January 31, 2002, by and between Russell Whitney and Ingrid Whitney, as tenants by the entireties ("Seller") and Whitney Information Network, Inc., a Colorado corporation (the "Buyer").

A. Seller is the owner of one hundred (100) shares of common stock (the "Shares") of Whitney Leadership Group, Inc. (the "Company").

B. Seller desires to sell and Buyer desires to purchase all of the Shares now owned by Seller on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of Common Stock

1.1 Purchase Price

Seller shall sell to Buyer and Buyer shall purchase from Seller the Shares for the purchase price of one million two hundred thousand dollars (\$1,200,000.00) payable as set forth below.

1.2 Payment of Purchase Price

On the Closing Date as defined herein, Buyer shall deliver to the Seller three hundred thousand dollars (\$300,000.00) in the form of a commercial bank check or wire transfer and a promissory note in the form of Exhibit "A" attached hereto in the principal amount of nine hundred thousand dollars (\$900,000.00), payable in three (6) semi-annual installments of one hundred fifty thousand dollars (\$150,000.00) due and payable on each February 28/th/ and August 28/th/ beginning February 28, 2004 until paid with interest at 7%.

2. Closing

The closing of the transaction (the "Closing") provided for herein shall take place on or before April 15, 2003 at the offices of the Company or at such other place or time agreed upon by Buyer and Seller (the "Closing Date").

2.1 Documents Delivered By Seller

Subject to the terms and conditions hereof, on the Closing Date, Seller shall deliver to Buyer the following documents and instruments: (i) stock certificates evidencing the shares, with the assignments endorsed thereon or with an executed assignment separate from the certificate; and (ii) one (1) original resolution of the board of directors of the Company acknowledging the sale of the Shares and approving any other documents to be executed by the Company;

2.2 Documents Delivered by Buyer

Subject to the terms and conditions hereof on the Closing Date, Buyer shall deliver

to Seller the following documents and instruments: (i) bank check or wire transfer in the amount of three hundred thousand dollars (\$300,000.00) and a promissory note in the principal amount of nine hundred thousand dollars (\$900,000.00).

3. Buyers' Conditions Precedent to Closing

All of the obligations of the Buyer under this Agreement are subject to the fulfillment at or before the Closing of each of the following conditions, any of which may be waived in writing by the Buyer.

3.1 Representations and Warranties

The representations and warranties of the Seller contained herein shall be true and correct on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

3.2 Performance

The Seller shall have performed or fulfilled all agreements, obligations and conditions contained herein including but not limited to the execution of the documents set forth in Section 2.1 and shall have obtained all consents, waivers and approvals necessary to transfer the Shares and for Buyer to operate the business of the Company.

3.3 Buyer's Investigation

Buyer's reasonable satisfaction with the results of Buyer's due diligence investigation including but not limited to

(a) A satisfactory assessment of the business; competition and the market;

(b) Buyer's satisfaction with the Financial Statements and other financial books and records of the Company;

(c) Buyer's approval of the equipment, furniture, intellectual property and the Company's inventory (collectively referred to as the "Assets");

(d) Buyer's satisfaction with the results of the investigation into any potential environmental or occupational, safety and health issues which may affect the viability of the Company; and

(e) Buyer's satisfaction with the results of interviews with key employees, customers, suppliers and creditors of the Company which shall take place at time and place agreed upon by Buyer and Seller.

3.4 Approval of Contracts and Related Agreements

The approval of Buyer and Buyer's professional advisors of all contracts, instruments and other documents arising out of or delivered pursuant to this Agreement and any agreement pending or continuing as of the Closing Date between the Company and third parties.

3.5 Maintenance of Key Agreements

The maintenance of all exclusive dealerships, distributorships, representation agreements, lease agreements, the bank credit line and other agreements, and other material agreements of the Company currently in effect or for the benefit of the Company, to the Company and/or Buyer following the Closing Date on substantially the same terms as are presently extended to the Seller and/or the Company.

3.6 Profit Sharing Plan

The Seller shall have paid the total amount due to the Company's Profit Sharing Plan and Retirement Trust for each fiscal year since the plan and trust were adopted or shall have settled such obligation in a manner satisfactory to the Buyer.

3.7 Premises Lease

The Company shall have maintained in good standing the terms of the lease to the property located at 1612 E. Cape Coral Parkway and 4818 Coronado Parkway, Cape Coral Florida (the "Premises Lease").

3.8 Material Deterioration

There shall have been no Material Deterioration in the business, financial condition or operating results of the Company.

3.9 No Pending Litigation

No material action, suit or proceeding shall be pending or threatened against the Company or the Seller which (in the case of a suit against the Seller) relates to this Agreement or the transactions contemplated hereby or which if decided unfavorably would adversely affect the right of Buyer to own and operate the Company or the value of the Company. Any action, suit or proceeding with an actual or potential claim of one thousand dollars (\$1,000.00) or more or an estimated cost to defend of five hundred (\$500.00) or more shall be deemed to be "material".

4. Seller's Conditions Precedent to Closing

The obligations of the Seller under this Agreement are subject to the fulfillment at or before the Closing of each of the following conditions, any of which may be waived in writing by the Seller.

4.1 Representations and Warranties

The representations and warranties of Buyer contained in this Agreement shall be true and correct on and as of the Closing Date with the same effect as though said representations and warranties had been made on and as of the Closing Date.

4.2 Approval of Contracts and Related Agreements

The approval of Seller and Seller's professional advisors of all contracts, instruments and other documents, including but not limited to the Promissory Note, arising out of or delivered pursuant to this Agreement.

4.3 Performance

The Buyer shall have performed or fulfilled all agreements, obligations and conditions contained herein and shall have obtained all consents, waivers and approvals necessary to transfer the Shares to Buyer.

4.4 Seller's Satisfaction with Buyer's Financial Status

Seller's satisfaction with the most recent financial statements, credit reports, and business and personal references, provided by Buyer.

5. Seller's Representation and Warranties

Seller hereby represents and warrants to Buyer as follows.

5.1 Seller's Title

Seller has and as of the Closing Date shall have good and marketable title to the Shares free and clear of all liens, security interests, claims, options, charges or encumbrances. None of the Shares are subject to any outstanding agreements of sale or rights of third parties to acquire any interest therein. The Shares constitute all of the capital stock of the Company owned by the Seller. Seller has the right and authority to execute, deliver, and perform this Agreement and all agreements delivered in connection herewith (the "Related Agreements") and to sell and transfer the Shares to Buyer. To Seller's knowledge, this Agreement, and all Related Agreements, constitutes legal, binding and valid obligations of the Seller, enforceable in accordance with their respective terms.

5.2 Corporate Organization and Authority

The Company:

(a) Is a corporation duly organized, validly existing, authorized to exercise all of its corporate powers, rights and privileges, and in good standing in the State of Florida;

(b) Has the corporate power and corporate authority to own and operate its properties and to carry on its business as now conducted; and

(c) Is qualified as a foreign corporation in all jurisdictions in which such qualification is required.

5.3 Capitalization

Immediately prior to the Closing, the authorized capital of the Company shall consist of one hundred (100) shares of common stock of which one hundred (100) shares are duly and validly issued (including, without limitation, issued to Seller's knowledge in compliance with applicable federal and state securities laws), fully-

paid non-assessable, outstanding and held by the Seller. There are no outstanding warrants, options, conversion privileges, preemptive rights, voting agreements or similar arrangements, or other rights or agreements to purchase or otherwise acquire or issue any equity securities of the Company.

5.4 Subsidiaries

The Company does not currently own, have any investment in, or control, directly or indirectly, any subsidiaries, associations or other business entities. The Company is not a participant in any joint venture or partnership.

5.5 No Conflict with Other Instruments

The execution, delivery and performance of this Agreement and the Related Agreements will not result in any material violation of, be in conflict with, or constitute a default under, with or without the passage of time or the giving of notice: (i) any provision of the Company's Articles of Incorporation or Bylaws; (ii) any provision of any judgment, decree or order to which the Company or Seller is party or by which it is bound; (iii) any material contract, obligation or commitment to which the Company or Seller is a party or by which either of them is bound; or (iv) to Seller's knowledge, any statute, rule or governmental regulation applicable to Seller or the Company.

5.6 Financial Statements and Business Plan

Seller has delivered to Buyer (i) the Company's unaudited balance sheet at September 30, 2002 (the "Balance Sheet") (ii) the Company's year-to-date income statement of December 31, 2002 and (iii) the Company's unaudited financial statements for the years ended September 30, 2001 and September 30, 2000 (collectively, the "Financial Statements"). The Financial Statements (attached hereto as Exhibit "B" and incorporated herein by reference) are substantially in accordance with the Company's books and records, complete and accurate in all material respects and to Seller's knowledge prepared in accordance with generally accepted accounting principles and fairly present the financial condition of and operating results of the Company during the period indicated therein.

5.7 Changes

Since the Balance Sheet Date and prior to Closing, there has not been:

- (a) Any change in the assets, liabilities, financial condition, or operations of the Company except changes in the ordinary course of business which have not been, either in any case or in the aggregate, materially adverse;
- (b) Any damage, destruction, or loss, whether or not covered by insurance, materially and adversely affecting the properties or business of the Company;
- (c) Any waiver or compromise by the Company of a valuable right or of any debt owed to it;
- (d) Any loans made by the Company to its employees, officers or directors

other than travel or like advances made in the ordinary course of business not in excess of one hundred dollars (\$1000.00);

(e) Any declaration or payment of any dividend or other distribution by the Company or any repurchase or redemption of the Company's capital stock;

(f) Any cancellation of any material purchase order or contract or any write-off as uncollectible two thousand dollars (\$2,000.00) or greater; or

(g) Any Material Deterioration or any other event or condition of any character which has materially and adversely affected the Company's business or prospects.

5.8 No Liabilities

Except as have been incurred in the ordinary course of business since the Balance Sheet Date, the Company has no liabilities, obligations or commitments greater than five thousand dollars (\$5,000.00), whether absolute or contingent and whether due or to become due other than as set forth in the Financial Statements.

5.9 Litigation

There is as of the Closing no claim, action, lawsuit, proceeding or investigation pending or threatened against the Company, (or to the knowledge of the Seller, against any of its officers or directors) or any basis therefore known to the Seller, including, without limitation, that questions the validity of this Agreement or the right of the Seller to enter into this Agreement. There is no judgment, decree or order of any Court or any arbitration or governmental authority in effect against the Company or any of its properties and the Company is not in default with respect to any such judgment, decree or order to which the Company is a party or by which it is bound. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company presently intends to initiate.

5.10 Title to Properties; Liens and Encumbrances

Attached hereto as Exhibit "C" and incorporated herein by reference is a true and correct copy of all of the Assets currently owned by the Company (the "Assets"). The Company has good and marketable title to the Assets. The Company's assets include all assets tangible and intangible owned by the company subject to all liabilities owed by the company, including all of the rights, trademarks, copyrights, titles and licenses to use all of the infomercials, books, tapes, and CD's for all products and services presently sold by WEG, including any brand names and patents, including the rights to use the name Russ Whitney for all lawful, moral, and ethical purposes but not for any use prohibited by public policy, in which case, all rights revert back to the Seller. The Assets are not subject to any mortgage, pledge, lien, security interest, conditional sale agreement, option license, encumbrance or charge. The Company owns or leases all tangible assets necessary for the conduct of its business as currently conducted.

5.11 Condition of Assets

The Assets are currently in good operating condition and repair (subject to normal wear and tear) and are suitable for the purposes for which they are currently used. All current inventory of the Company is of merchantable quality and saleable in the ordinary course of the Company's business.

5.12 Patents and Other Proprietary Rights

To the knowledge of the Seller: (i) the Company has sufficient title and ownership of all patents, trademarks, service marks, trade names, copyrights, trade secrets, information, proprietary rights and processes necessary for its business as now conducted, and as proposed to be conducted, and (ii) the use thereof does not, and will not, conflict with or constitute an infringement of the rights of others.

5.13 Taxes

As of Closing, all federal, state, local, foreign, employment and property tax returns required to be filed by the Company have been filed, or if not yet filed have been granted extensions of the filing dates which extensions have not expired, and all taxes, assessments, fees and other governmental charges upon the Company, or upon any of its Assets or income (including all employment taxes) have been paid.

5.14 No Defaults, Violations or Conflicts

The Company is not and as of the Closing shall not be in violation of any term or provision of its articles of incorporation, bylaws or any material term or provision of any indebtedness, mortgage, indenture, contract, agreement, judgment, or any decree or order.

5.15 Insurance

The Company currently has in effect insurance including but not limited to workers' compensation insurance, covering risks associated with its business in such amounts as the Company believes are customary in its industry. The Seller is not aware of any pending or threatened claims against the Company for personal injuries, product liability or property damages

5.16 Employee Compensation Plans

The Company is not party to, or bound by any currently effective employment contracts, deferred compensation agreements, bonus plans, incentive plans, profit sharing plans, retirement agreements or other employee compensation agreements. Subject to applicable law, the employment of each officer and employee of the Company is terminable at the will of the Company.

5.17 Accounts Receivable

All accounts receivable of the Company reflected on the Balance Sheet are valid receivables subject to no material setoffs or counterclaims and are current and collectible (within ninety (90) days after the date on which it first became due and payable), net of the applicable reserve for bad debts reflected in the Balance Sheet. To Seller's knowledge, all accounts receivable reflected in the financial or

accounting records of the Company that have arisen since December 31, 2002 are valid receivables subject to no material setoffs or counterclaims and are collectible, net of a reserve for bad debts in an amount proportionate to the reserve reflected in the Balance Sheet.

5.18 Product Warranty

No product sold, leased or delivered by the Company prior to Closing is subject to any guaranty, warranty, right of return or other such indemnity beyond the manufacturer's warranty. The Company has no liability for product liability or product warranty claims with respect to sales of products or services prior to Closing (other than product warranty claims in the ordinary course of business) that would not have a material adverse effect on the Company or its financial condition.

5.19 Legal Compliance

To Seller's knowledge, the Company, and the conduct and operations of its business, will be in substantial compliance with each law (including rules and regulations thereunder) of any federal, state, local or foreign government, or any governmental entity, which (a) affects or relates to this Agreement or the transactions contemplated hereby or (b) is applicable to the Company or business, except for any violation of or default under a law referred to above which reasonably may be expected not to have a material adverse effect on the assets, business financial condition or results of operations of the Company.

5.20 Permits

Exhibit "D" sets forth a list of all material permits, licenses, registrations, certificates, orders or approvals from any governmental entity (including without limitation those issued or required under environmental laws and those relating to the occupancy or use of owned or leased real property) ("Permits") issued to or held by the Company and currently required for the operation of its business. Such listed Permits are the only Permits that are required for the conduct of the Company's business as currently conducted, except for those the absence of which would not have any material adverse effect on the Assets, business' financial condition, results of operations or future prospects of the Company. Each such Permit is in full force and effect and, to Seller's knowledge no suspension or cancellation of such Permit is threatened and the Seller believes that such Permit will be renewed upon expiration.

5.21 Brokers' Fees

Neither the Seller nor the Company has any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

5.22 Books and Records

As of Closing, the minute book and other similar records of the Company contain true and complete records of all actions taken at any meetings of the Company's

shareholders and Board of Directors, and of all written consents executed in lieu of the holding of any such meeting and the books and records of the Company accurately reflect in all material respects the assets, liabilities, business, financial condition and results of operations of the Company and have been maintained in accordance with good business and bookkeeping practices.

5.23 Customers and Suppliers

No material supplier of the Company has indicated within the past year that it will stop, or materially decrease the rate of, supplying materials, products, or services to them and no material customer of the Company has indicated within the past year that it will stop, or materially decrease the rate of buying materials, products or services from it.

5.24 Employee Relations

As of Closing, the Seller believes its relations with the Company's employees are satisfactory. The Company's employees are not represented by any labor unions nor, to the Seller's knowledge, is any union organization campaign in progress. The Seller is not aware that any of its officers or employees intend to terminate employment.

5.25 Environmental Regulations

To Seller's knowledge, the Company has substantially met, and will continue through Closing, to substantially meet, all applicable United States local, state, federal and national environmental regulations and has disposed of its waste products and effluent and/or has caused others to dispose of such waste products and effluent, in accordance with all applicable United States local, state, federal and national environmental regulations and in such a manner that no harm has resulted or will result to any of its respective employees or properties or to any other person or entities or their properties.

5.25 Full Disclosure

The representations and warranties of the parties contained in this Agreement, the other provisions of this Agreement and all other documents delivered to one another in connection with the purchase and sale of the Shares when read together, do not contain and will not contain any untrue statement of a material fact or omit any material fact necessary to make the statements contained therein or herein in view of the circumstances under which they were made not misleading.

6. Representations and Warranties of Buyer

Buyer represents and warrants to the Company as follows.

6.1 Authorization

This Agreement and all the Related Agreements constitute the legally binding and valid obligations of Buyer, enforceable in accordance with their respective terms. Buyer has the right and authority to execute, deliver and perform this Agreement

and all of the Related Agreements and to purchase the Shares from the Seller.

6.2 Broker's Fees

Buyer has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

7. Covenants

7.1 Best Efforts

Each of the parties shall use its best efforts, to the extent commercially reasonable, to take all action and to do all things necessary, proper or advisable including but not limited to obtaining all such waivers, permits, consents, approvals or other authorizations from third parties and governmental entities, as may be necessary or desirable in connection with the transactions contemplated by this Agreement.

7.3 Confidentiality

Prior to the Closing Date (or at any time if the Closing does not occur) Buyer shall keep confidential and not disclose to any Person (other than its employees, attorneys, accountants and advisors) or use (except in connection with the transactions contemplated hereby) all non-public information obtained by Buyer pursuant to this Agreement. Following the Closing, Seller shall keep confidential and not disclose to any Person (other than its employees, attorneys, accountants and advisors) or use (except in connection with preparing Tax Returns and conducting proceeds relating to Taxes) any nonpublic information relating to the Company and its Subsidiaries. This Section 7.3 shall not be violated by disclosure pursuant to court order or as otherwise required by law, on condition that notice of the requirement for such disclosure is given the other party prior to making any disclosure and the party subject to such requirement cooperates as the other may reasonably request in resisting it. If the Closing does not occur, Buyer shall return to Seller, or destroy, all information it shall have received from Seller or Company in connection with this Agreement and the transactions contemplated hereby, together with any copies or summaries thereof or extracts therefrom. Seller and Buyer shall use their best efforts to cause their respective representatives, employees, attorneys, accountants and advisors to whom information is disclosed pursuant to this Agreement to comply with the provisions of this Section 7.3.

8. Indemnification

8.1 Indemnification by Seller

Seller shall indemnify the Company and Buyer in respect of, and hold the Company and Buyer harmless against, any and all debts, obligations and other liabilities (whether absolute, accrued, contingent, fixed or otherwise, or whether known or unknown, or due or to become due or otherwise), monetary damages, fines, fees, penalties, interest obligations, deficiencies, losses and expenses (including without limitation attorneys fees and litigation costs) incurred or suffered by the Company and Buyer:

(a) Resulting from any misrepresentation, breach of warranty or failure to perform any covenant or agreement of the Seller contained in this Agreement;

(b) Resulting from any income, franchise, employment, excess or property taxes owing or arising on account of or in connection with the operation of the Company prior to the Closing which taxes (if not previously paid) are not reflected on the Closing Balance Sheet; and

(c) Resulting from any liability (other than the Assumed Liabilities) which are not reflected in the Closing Balance Sheet.

8.2 Indemnification by Buyer

Buyer shall indemnify Seller in respect of and hold Seller harmless against any and all debts, obligations or other liabilities, monetary damages, fines, fees or penalty interest obligations, deficiencies, losses and expenses (including without limitation attorneys fees and litigation costs) incurred or suffered by the Seller arising out of Buyer's operation of the Company after the Closing Date.

8.3 Survival

The representations, warranties, covenants and agreements of Buyer and Seller set forth in this Agreement shall survive the closing and consummation of the transactions contemplated hereby for a period of two (2) years from the Closing Date, except with respect to indemnification for tax liability which shall survive for the applicable statute of limitations and shall not be affected by any examination made for or on behalf of the Buyer or the knowledge of the Buyer. If a notice is given before expiration of such periods, then (notwithstanding the expiration of such time period) the representation, warranty, covenant or agreement applicable to such claim shall survive until, but only for purposes of, the resolution of such claims.

9. Miscellaneous

9.1 Entire Agreement; Successors and Assigns

This Agreement and the Related Agreements constitute the entire agreement between Seller and Buyer relative to the subject matter hereof. Any previous agreements between the parties are superseded by this Agreement and the Related Agreements. Subject to any exceptions specifically set forth in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective executors, administrators, heirs, successors and assigns of the parties.

9.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9.3 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.4 Headings

The headings of the Sections of this Agreement are for convenience and shall not by themselves determine the interpretation of this Agreement.

9.5 Notices

Any notice required or permitted hereunder shall be given in writing and shall be conclusively deemed effectively given upon personal delivery, or two days after deposit in the United States mail, by registered or certified mail, postage prepaid, addressed (i) if to the Seller, as set forth below the Seller's name on the signature page of this Agreement, and (ii) if to a Buyer, at such Buyer's address as set forth on the signature page or at such other address as the Seller or such Buyer may designate by five days' advance written notice to the Buyer or the Seller, respectively.

9.6 Amendment of Agreement

Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

9.7 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER
Russell and Ingrid Whitney,
As tenants by the entireties
232 Bayshore Drive
Cape Coral, FL 33904

BUYER
Whitney Information Network, Inc.
1612 E. Cape Coral Parkway
Cape Coral, FL 33904

Russell A. Whitney

By: Ronald S. Simon, Secretary

Ingrid Whitney

STOCK PURCHASE AGREEMENT

THIS COMMON STOCK PURCHASE AGREEMENT (the "Agreement") is made as of February 28, 2002, by and between John Kane and Deborah Kane ("Seller") and Whitney Information Network, Inc., a Colorado corporation (the "Buyer").

A. Seller is the owner of ten (10) shares of common stock (the "Shares") of Equitycorp Holdings, Inc. (the "Company").

B. Seller desires to sell and Buyer desires to purchase all of the Shares now owned by Seller on the terms and subject to the conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Purchase and Sale of Common Stock

1.1 Purchase Price

Seller shall sell to Buyer and Buyer shall purchase from Seller the Shares for the purchase price of two hundred fifty thousand dollars (\$250,000.00) payable as set forth below.

1.2 Payment of Purchase Price

On the Closing Date as defined herein, Buyer shall deliver to the Seller (1) sixty-two thousand five hundred dollars (\$62,500.00) in the form of a commercial bank check or wire transfer, (2) sixty-two thousand five hundred shares of Whitney Information Network, Inc.'s common stock, and (3) a promissory note in the form of Exhibit "A" attached hereto in the principal amount of sixty-two thousand five hundred dollars (\$62,500.00) at an annual interest rate of seven percent (7%), due and payable on February, 2004.

2. Closing

The closing of the transaction (the "Closing") provided for herein shall take place on or before February 28, 2003 at the offices of the Company or at such other place or time agreed upon by Buyer and Seller (the "Closing Date").

2.1 Documents Delivered By Seller

Subject to the terms and conditions hereof, on the Closing Date, Seller shall deliver to Buyer the following documents and instruments: (1) stock certificates evidencing the shares, with the assignments endorsed thereon or with an executed assignment separate from the certificate; and (2) one original resolution of the board of directors of the Company acknowledging the sale of the Shares and approving any other documents to be executed by the Company;

2.2 Documents Delivered by Buyer

Subject to the terms and conditions hereof on the Closing Date, Buyer shall deliver to Seller the following documents and instruments: (1) bank check or wire transfer

in the amount of sixty-two thousand five hundred dollars (\$62,500.00), (2) sixty-two thousand five hundred shares of Whitney Information Network, Inc.'s common stock issued to John Kane and Deborah Kane, and (3) a promissory note in the principal amount of sixty-two thousand five hundred dollars (\$62,500.00).

3. Buyers' Conditions Precedent to Closing

All of the obligations of the Buyer under this Agreement are subject to the fulfillment at or before the Closing of each of the following conditions, any of which may be waived in writing by the Buyer.

3.1 Representations and Warranties

The representations and warranties of the Seller contained herein shall be true and correct on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

3.2 Performance

The Seller shall have performed or fulfilled all agreements, obligations and conditions contained herein including but not limited to the execution of the documents set forth in Section 2.1 and shall have obtained all consents, waivers and approvals necessary to transfer the Shares and for Buyer to operate the business of the Company.

3.3 Buyer's Investigation

Buyer's reasonable satisfaction with the results of Buyer's due diligence investigation including but not limited to

(a) A satisfactory assessment of the business; competition and the market;

(b) Buyer's satisfaction with the Financial Statements and other financial books and records of the Company;

(c) Buyer's approval of the equipment, furniture, intellectual property and the Company's inventory (collectively referred to as the "Assets");

(d) Buyer's satisfaction with the results of the investigation into any potential environmental or occupational, safety and health issues which may affect the viability of the Company; and

(e) Buyer's satisfaction with the results of interviews with key employees, customers, suppliers and creditors of the Company which shall take place at time and place agreed upon by Buyer and Seller.

3.4 Approval of Contracts and Related Agreements

The approval of Buyer and Buyer's professional advisors of all contracts, instruments and other documents arising out of or delivered pursuant to this Agreement and any agreement pending or continuing as of the Closing Date between the Company and third parties.

3.5 Maintenance of Key Agreements

The maintenance of all exclusive dealerships, distributorships, representation agreements, lease agreements, all bank agreements, and other material agreements of the Company currently in effect or for the benefit of the Company, to the Company and/or Buyer following the Closing Date on substantially the same terms as are presently extended to the Seller and/or the Company.

3.6 Profit Sharing Plan

The Seller shall have paid the total amount due to the Company's Profit Sharing Plan and Retirement Trust for each fiscal year since the plan and trust were adopted or shall have settled such obligation in a manner satisfactory to the Buyer.

3.7 Premises Lease

The Company shall have maintained in good standing the terms of all the leases to the real property.

3.8 Material Deterioration

There shall have been no Material Deterioration in the business, financial condition or operating results of the Company.

3.9 No Pending Litigation

No material action, suit or proceeding shall be pending or threatened against the Company or the Seller which (in the case of a suit against the Seller) relates to this Agreement or the transactions contemplated hereby or which if decided unfavorably would adversely affect the right of Buyer to own and operate the Company or the value of the Company. Any action, suit or proceeding with an actual or potential claim of one thousand dollars (\$1,000.00) or more or an estimated cost to defend of five hundred (\$500.00) or more shall be deemed to be "material".

4. Seller's Conditions Precedent to Closing

The obligations of the Seller under this Agreement are subject to the fulfillment at or before the Closing of each of the following conditions, any of which may be waived in writing by the Seller.

4.1 Representations and Warranties

The representations and warranties of Buyer contained in this Agreement shall be true and correct on and as of the Closing Date with the same effect as though said representations and warranties had been made on and as of the Closing Date.

4.2 Approval of Contracts and Related Agreements

The approval of Seller and Seller's professional advisors of all contracts, instruments and other documents, including but not limited to the Promissory Note,

arising out of or delivered pursuant to this Agreement.

4.3 Performance

The Buyer shall have performed or fulfilled all agreements, obligations and conditions contained herein and shall have obtained all consents, waivers and approvals necessary to transfer the Shares to Buyer.

4.4 Seller's Satisfaction with Buyer's Financial Status

Seller's satisfaction with the most recent financial statements, credit reports, and business and personal references, provided by Buyer.

5. Seller's Representation and Warranties

Seller hereby represents and warrants to Buyer as follows.

5.1 Seller's Title

Seller has and as of the Closing Date shall have good and marketable title to the Shares free and clear of all liens, security interests, claims, options, charges or encumbrances. None of the Shares are subject to any outstanding agreements of sale or rights of third parties to acquire any interest therein. The Shares constitute all of the capital stock of the Company owned by the Seller. Seller has the right and authority to execute, deliver, and perform this Agreement and all agreements delivered in connection herewith (the "Related Agreements") and to sell and transfer the Shares to Buyer. To Seller's knowledge, this Agreement, and all Related Agreements, constitutes legal, binding and valid obligations of the Seller, enforceable in accordance with their respective terms.

5.2 Corporate Organization and Authority

The Company:

- (a) Is a corporation duly organized, validly existing, authorized to exercise all of its corporate powers, rights and privileges, and in good standing in the State of Florida;
- (b) Has the corporate power and corporate authority to own and operate its properties and to carry on its business as now conducted; and
- (c) Is qualified as a foreign corporation in all jurisdictions in which such qualification is required.

5.3 Capitalization

Immediately prior to the Closing, the authorized capital of the Company shall consist of one hundred (100) shares of common stock of which one hundred (100) shares are duly and validly issued (including, without limitation, issued to Seller's knowledge in compliance with applicable federal and state securities laws), fully-paid non-assessable, outstanding and held by the Seller. There are no outstanding warrants, options, conversion privileges, preemptive rights, voting agreements or

similar arrangements, or other rights or agreements to purchase or otherwise acquire or issue any equity securities of the Company.

5.4 Subsidiaries

The Company does not currently own, have any investment in, or control, directly or indirectly, any subsidiaries, associations or other business entities. The Company is not a participant in any joint venture or partnership.

5.5 No Conflict with Other Instruments

The execution, delivery and performance of this Agreement and the Related Agreements will not result in any material violation of, be in conflict with, or constitute a default under, with or without the passage of time or the giving of notice: (i) any provision of the Company's Articles of Incorporation or Bylaws; (ii) any provision of any judgment, decree or order to which the Company or Seller is party or by which it is bound; (iii) any material contract, obligation or commitment to which the Company or Seller is a party or by which either of them is bound; or (iv) to Seller's knowledge, any statute, rule or governmental regulation applicable to Seller or the Company.

5.6 Financial Statements and Business Plan

Seller has delivered to Buyer (i) the Company's unaudited balance sheet at December 31, 2002 ("Balance Sheet") (ii) the Company's year-to-date income statement of December 31, 2002 and (iii) the Company's unaudited financial statements for the years ended December 31, 2001 and December 31, 2000 (collectively, the "Financial Statements"). The Financial Statements (attached hereto as Exhibit "B" and incorporated herein by reference) are substantially in accordance with the Company's books and records, complete and accurate in all material respects and to Seller's knowledge prepared in accordance with generally accepted accounting principles and fairly present the financial condition of and operating results of the Company during the period indicated therein.

5.7 Changes

Since the Balance Sheet Date and prior to Closing, there has not been:

- (a) Any change in the assets, liabilities, financial condition, or operations of the Company except changes in the ordinary course of business which have not been, either in any case or in the aggregate, materially adverse;
- (b) Any damage, destruction, or loss, whether or not covered by insurance, materially and adversely affecting the properties or business of the Company;
- (c) Any waiver or compromise by the Company of a valuable right or of any debt owed to it;
- (d) Any loans made by the Company to its employees, officers or directors other than travel or like advances made in the ordinary course of business not in excess of one hundred dollars (\$1000.00);

(e) Any declaration or payment of any dividend or other distribution by the Company or any repurchase or redemption of the Company's capital stock;

(f) Any cancellation of any material purchase order or contract or any write-off as uncollectible in the amount of two thousand dollars (\$2,000.00) or greater; or

(g) Any Material Deterioration or any other event or condition of any character which has materially and adversely affected the Company's business or prospects.

5.8 No Liabilities

Except as have been incurred in the ordinary course of business since the Balance Sheet Date, the Company has no liabilities, obligations or commitments greater than five thousand dollars (\$5,000.00), whether absolute or contingent and whether due or to become due other than as set forth in the Financial Statements, with the exception of a Promissory Note to Russ Whitney and Ingrid Whitney in the original amount of four million seven hundred fifty thousand dollars (\$4,750,000.00).

5.9 Litigation

There is as of the Closing no claim, action, lawsuit, proceeding or investigation pending or threatened against the Company, (or to the knowledge of the Seller, against any of its officers or directors) or any basis therefore known to the Seller, including, without limitation, that questions the validity of this Agreement or the right of the Seller to enter into this Agreement. There is no judgment, decree or order of any Court or any arbitration or governmental authority in effect against the Company or any of its properties and the Company is not in default with respect to any such judgment, decree or order to which the Company is a party or by which it is bound. There is no action, suit, proceeding or investigation by the Company currently pending or which the Company presently intends to initiate.

5.10 Title to Properties; Liens and Encumbrances

Attached hereto as Exhibit "C" and incorporated herein by reference is a true and correct copy of all of the Assets currently owned by the Company (the "Assets"). The Company has good and marketable title to the Assets. The Assets are not subject to any mortgage, pledge, lien, security interest, conditional sale agreement, option license, encumbrance or charge. The Company owns or leases all tangible assets necessary for the conduct of its business as currently conducted.

5.11 Condition of Assets

The Assets are currently in good operating condition and repair (subject to normal wear and tear) and are suitable for the purposes for which they are currently used. All current inventory of the Company is of merchantable quality and saleable in the ordinary course of the Company's business.

5.12 Patents and Other Proprietary Rights

To the knowledge of the Seller: (i) the Company has sufficient title and ownership

of all patents, trademarks, service marks, trade names, copyrights, trade secrets, information, proprietary rights and processes necessary for its business as now conducted, and as proposed to be conducted, and (ii) the use thereof does not, and will not, conflict with or constitute an infringement of the rights of others.

5.13 Taxes

As of Closing, all federal, state, local, foreign, employment and property tax returns required to be filed by the Company have been filed, or if not yet filed have been granted extensions of the filing dates which extensions have not expired, and all taxes, assessments, fees and other governmental charges upon the Company, or upon any of its Assets or income (including all employment taxes) have been paid.

5.14 No Defaults, Violations or Conflicts

The Company is not and as of the Closing shall not be in violation of any term or provision of its articles of incorporation, bylaws or any material term or provision of any indebtedness, mortgage, indenture, contract, agreement, judgment, or any decree or order.

5.15 Insurance

The Company currently has in effect insurance including but not limited to workers' compensation insurance, covering risks associated with its business in such amounts as the Company believes are customary in its industry. The Seller is not aware of any pending or threatened claims against the Company for personal injuries, product liability or property damages

5.16 Employee Compensation Plans

The Company is not party to, or bound by any currently effective employment contracts, deferred compensation agreements, bonus plans, incentive plans, profit sharing plans, retirement agreements or other employee compensation agreements. Subject to applicable law, the employment of each officer and employee of the Company is terminable at the will of the Company.

5.17 Accounts Receivable

All accounts receivable of the Company reflected on the Balance Sheet are valid receivables subject to no material setoffs or counterclaims and are current and collectible (within ninety (90) days after the date on which it first became due and payable), net of the applicable reserve for bad debts reflected in the Balance Sheet. To Seller's knowledge, all accounts receivable reflected in the financial or accounting records of the Company that have arisen since December 31, 2002 are valid receivables subject to no material setoffs or counterclaims and are collectible, net of a reserve for bad debts in an amount proportionate to the reserve reflected in the Balance Sheet.

5.18 Product Warranty

No product sold, leased or delivered by the Company prior to Closing is subject to

any guaranty, warranty, right of return or other such indemnity beyond the manufacturer's warranty. The Company has no liability for product liability or product warranty claims with respect to sales of products or services prior to Closing (other than product warranty claims in the ordinary course of business) that would not have a material adverse effect on the Company or its financial condition.

5.19 Legal Compliance

To Seller's knowledge, the Company, and the conduct and operations of its business, will be in substantial compliance with each law (including rules and regulations thereunder) of any federal, state, local or foreign government, or any governmental entity, which (a) affects or relates to this Agreement or the transactions contemplated hereby or (b) is applicable to the Company or business, except for any violation of or default under a law referred to above which reasonably may be expected not to have a material adverse effect on the assets, business financial condition or results of operations of the Company.

5.20 Permits

Exhibit "D" sets forth a list of all material permits, licenses, registrations, certificates, orders or approvals from any governmental entity (including without limitation those issued or required under environmental laws and those relating to the occupancy or use of owned or leased real property) ("Permits") issued to or held by the Company and currently required for the operation of its business. Such listed Permits are the only Permits that are required for the conduct of the Company's business as currently conducted, except for those the absence of which would not have any material adverse effect on the Assets, business' financial condition, results of operations or future prospects of the Company. Each such Permit is in full force and effect and, to Seller's knowledge no suspension or cancellation of such Permit is threatened and the Seller believes that such Permit will be renewed upon expiration.

5.21 Brokers' Fees

Neither the Seller nor the Company has any liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

5.22 Books and Records

As of Closing, the minute book and other similar records of the Company contain true and complete records of all actions taken at any meetings of the Company's shareholders and Board of Directors, and of all written consents executed in lieu of the holding of any such meeting and the books and records of the Company accurately reflect in all material respects the assets, liabilities, business, financial condition and results of operations of the Company and have been maintained in accordance with good business and bookkeeping practices.

5.23 Customers and Suppliers

No material supplier of the Company has indicated within the past year that it will stop, or materially decrease the rate of, supplying materials, products, or services to them and no material customer of the Company has indicated within the past year that it will stop, or materially decrease the rate of buying materials, products or services from it.

5.24 Employee Relations

As of Closing, the Seller believes its relations with the Company's employees are satisfactory. The Company's employees are not represented by any labor unions nor, to the Seller's knowledge, is any union organization campaign in progress. The Seller is not aware that any of its officers or employees intends to terminate employment.

5.25 Environmental Regulations

To Seller's knowledge, the Company has substantially met, and will continue through Closing, to substantially meet, all applicable United States local, state, federal and national environmental regulations and has disposed of its waste products and effluent and/or has caused others to dispose of such waste products and effluent, in accordance with all applicable United States local, state, federal and national environmental regulations and in such a manner that no harm has resulted or will result to any of its respective employees or properties or to any other person or entities or their properties.

5.26 Full Disclosure

The representations and warranties of the parties contained in this Agreement, the other provisions of this Agreement and all other documents delivered to one another in connection with the purchase and sale of the Shares when read together, do not contain and will not contain any untrue statement of a material fact or omit any material fact necessary to make the statements contained therein or herein in view of the circumstances under which they were made not misleading.

6. Representations and Warranties of Buyer

Buyer represents and warrants to the Company as follows.

6.1 Authorization

This Agreement and all the Related Agreements constitute the legally binding and valid obligations of Buyer, enforceable in accordance with their respective terms. Buyer has the right and authority to execute, deliver and perform this Agreement and all of the Related Agreements and to purchase the Shares from the Seller.

6.2 Broker's Fees

Buyer has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement.

7. Covenants

7.1 Best Efforts

Each of the parties shall use its best efforts, to the extent commercially reasonable, to take all action and to do all things necessary, proper or advisable including but not limited to obtaining all such waivers, permits, consents, approvals or other authorizations from third parties and governmental entities, as may be necessary or desirable in connection with the transactions contemplated by this Agreement.

7.3 Confidentiality

Prior to the Closing Date (or at any time if the Closing does not occur) Buyer shall keep confidential and not disclose to any Person (other than its employees, attorneys, accountants and advisors) or use (except in connection with the transactions contemplated hereby) all non-public information obtained by Buyer pursuant to this Agreement. Following the Closing, Seller shall keep confidential and not disclose to any Person (other than its employees, attorneys, accountants and advisors) or use (except in connection with preparing Tax Returns and conducting proceeds relating to Taxes) any nonpublic information relating to the Company and its Subsidiaries. This Section 7.3 shall not be violated by disclosure pursuant to court order or as otherwise required by law, on condition that notice of the requirement for such disclosure is given the other party prior to making any disclosure and the party subject to such requirement cooperates as the other may reasonably request in resisting it. If the Closing does not occur, Buyer shall return to Seller, or destroy, all information it shall have received from Seller or Company in connection with this Agreement and the transactions contemplated hereby, together with any copies or summaries thereof or extracts therefrom. Seller and Buyer shall use their best efforts to cause their respective representatives, employees, attorneys, accountants and advisors to whom information is disclosed pursuant to this Agreement to comply with the provisions of this Section 7.3.

8. Indemnification

8.1 Indemnification by Seller

Seller shall indemnify the Company and Buyer in respect of, and hold the Company and Buyer harmless against, any and all debts, obligations and other liabilities (whether absolute, accrued, contingent, fixed or otherwise, or whether known or unknown, or due or to become due or otherwise), monetary damages, fines, fees, penalties, interest obligations, deficiencies, losses and expenses (including without limitation attorneys fees and litigation costs) incurred or suffered by the Company and Buyer:

(a) Resulting from any misrepresentation, breach of warranty or failure to perform any covenant or agreement of the Seller contained in this Agreement;

(b) Resulting from any income, franchise, employment, excess or property taxes owing or arising on account of or in connection with the operation of the Company prior to the Closing which taxes (if not previously paid) are not

reflected on the Closing Balance Sheet; and

(c) Resulting from any liability (other than the Assumed Liabilities) which are not reflected in the Closing Balance Sheet.

8.2 Indemnification by Buyer

Buyer shall indemnify Seller in respect of and hold Seller harmless against any and all debts, obligations or other liabilities, monetary damages, fines, fees or penalty interest obligations, deficiencies, losses and expenses (including without limitation attorneys fees and litigation costs) incurred or suffered by the Seller arising out of Buyer's operation of the Company after the Closing Date.

8.3 Survival

The representations, warranties, covenants and agreements of Buyer and Seller set forth in this Agreement shall survive the closing and consummation of the transactions contemplated hereby for a period of two (2) years from the Closing Date, except with respect to indemnification for tax liability which shall survive for the applicable statute of limitations and shall not be affected by any examination made for or on behalf of the Buyer or the knowledge of the Buyer. If a notice is given before expiration of such periods, then (notwithstanding the expiration of such time period) the representation, warranty, covenant or agreement applicable to such claim shall survive until, but only for purposes of, the resolution of such claims.

9. Miscellaneous

9.1 Entire Agreement; Successors and Assigns

This Agreement and the Related Agreements constitute the entire agreement between Seller and Buyer relative to the subject matter hereof. Any previous agreements between the parties are superseded by this Agreement and the Related Agreements. Subject to any exceptions specifically set forth in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective executors, administrators, heirs, successors and assigns of the parties.

9.2 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

9.3 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.4 Headings

The headings of the Sections of this Agreement are for convenience and shall not by themselves determine the interpretation of this Agreement.

9.5 Notices

Any notice required or permitted hereunder shall be given in writing and shall be conclusively deemed effectively given upon personal delivery, or two days after deposit in the United States mail, by registered or certified mail, postage prepaid, addressed (i) if to the Seller, as set forth below the Seller's name on the signature page of this Agreement, and (ii) if to a Buyer, at such Buyer's address as set forth on the signature page or at such other address as the Seller or such Buyer may designate by five days' advance written notice to the Buyer or the Seller, respectively.

9.6 Amendment of Agreement

Except as expressly provided herein, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

9.7 Parties in Interest

Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party of this Agreement, nor shall any provision give any third persons any right of subrogation or action over against any party to this Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SELLER
John Kane and Deborah Kane
3638 SE 5/th/ Court
Cape Coral, FL 33904

BUYER
Whitney Information Network, Inc.
1612 E. Cape Coral Parkway
Cape Coral, FL 33904

John Kane

By: Ronald S. Simon, Secretary

Deborah Kane

Certification Pursuant to 18 U.S.C. Section 1350, As Adopted
Pursuant to Section 906 of The Sarbanes-Oxley Act of 2002

I, Russell A. Whitney, the Chief Executive Officer of Whitney Information Network, Inc. (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that to the best of my knowledge:

- (1) the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended March 31, 2003 (the "Report") fully complies with the requirements of Section 13 (a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 15, 2003

/s/Russell A. Whitney

Name: Russell A. Whitney
Title: Chief Executive Officer

Certification Pursuant to 18 U.S.C. Section 1350, As Adopted
Pursuant to Section 906 of The Sarbanes-Oxley Act of 2002

I, Ronald S. Simon, the Chief Financial Officer of Whitney Information Network, Inc. (the "Company"), certify, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, 18 U.S.C. Section 1350, that to the best of my knowledge:

- (1) the Quarterly Report on Form 10-Q of the Company for the fiscal quarter ended March 31, 2003 (the "Report") fully complies with the requirements of Section 13 (a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m or 78o(d)); and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Dated: May 15, 2003

/s/Ronald S. Simon

Name: Ronald S. Simon
Title: Chief Financial Officer