

SELLER:

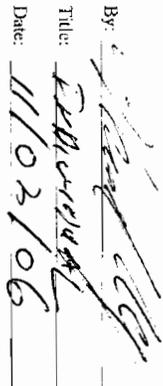
Michael Mintz

By: 

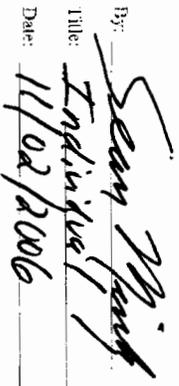
Title: Individual

Date: 11/2/06

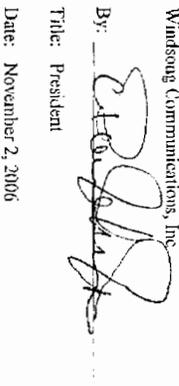
SELLER:
Howard Mintz

By: 

SELLER:
Sean Mintz

By: 

BUYER:
Windsong Communications, Inc

By: 

Title: President

Date: November 2, 2006

Asset Purchase Agreement

This Asset Purchase Agreement ("Agreement") is made effective October 30, 2006, by and between Windsong Communications, Inc. ("Buyer"), on the one hand, and Michael Mintz, Sean Mintz and Howard Mintz (collectively "Seller"), on the other.

Whereas, Seller is the licensee of the construction permits for low power television stations K42GO, Victoria, Texas, K691B, Corpus Christi, Texas, K431Q, San Angelo, Texas, K691Y, Beaumont, Texas, K63GV, Midland, Texas, K45HY, Lake Charles, Louisiana, K691X, Lake Charles, Louisiana and K63HF, Lake Charles, Louisiana (the "Stations");

Whereas, Seller desires to sell the Stations and Buyer desires to buy the Stations and the parties agree as follows:

TERMS OF SALE

1.1 Assets to be transferred. The construction permits for the Stations shall be conveyed from the Seller to the Buyer on the Closing Date. In addition, Buyer shall receive a 1/3 undivided interest in the coaxial cable, UHF Panel array, building and 3 port MCT combiner associated with K63GV in Midland, Texas. Further, Buyer shall receive a 1/3 undivided interest in the 1 1/2" inch coaxial cable and UHF panel array associated with K691B in Corpus Christi, Texas. The Stations plus the above listed equipment shall hereafter be referred to as the "Assets."

1.2 Assignment Application. Upon execution of this Agreement, Buyer and Seller will jointly complete and file an FCC Form 345 application seeking permission to assign the Stations from Seller to Buyer. Buyer and Seller shall each pay fifty percent (50%) of the filing fees associated with filing these 8 applications.

1.3 Purchase Price Payment. In consideration of the transfer by Seller to Buyer of the permits and equipment for the Stations, Buyer shall pay to Seller the sum of \$379,000 ("Purchase Price"). Buyer shall pay to Seller upon execution of this Agreement the sum of \$40,000 plus \$520 to reimburse Seller for fifty percent of the total filing fees. Buyer shall pay to Seller the Balance of the Purchase Price, \$339,000 on the Closing Date.

1.4 Closing. Closing on the sale of the construction permit for the Station shall occur on the third business day after the Federal Communications Commission provides written consent for the assignment of the Station's license from Seller to Buyer ("Closing Date"). On the Closing Date, Buyer shall deliver to Seller the Balance of the Purchase Price and Seller shall deliver to Buyer by overnight courier a fully executed bill of sale evidencing transfer of title to the Assets.

1.5 Miscellaneous. The laws of the State of Texas shall govern this Agreement. This written Agreement embodies all terms of the parties' understanding and may not be amended except by written instrument executed by both Buyer and Seller.