

## ASSET PURCHASE AGREEMENT

This agreement is entered into as of this 7 day of March, 2006, by and between Vine Communications ("Seller") and Cameron Broadcasting, Inc. ("Buyer").

Seller agrees to transfer ownership of translator, FCC ID # K268AC, 101.5 MHz, licensed to Kingman, AZ, including but not limited to all site lease agreements and equipment associated with the normal operation of said station. The site rent charged by Vine Communications, including electricity, will be at \$50.00 per month for the first year and may increase 3% thereafter and is exclusive of any governmental or association road maintenance charges which may be levied from time to time. Any such association or maintenance charges will be paid by the Seller with a "fair share" being reimbursed by the Buyer.

The purchase price shall be a total of \$25,000 (twenty five thousand dollars). A \$12,500 down payment is due at the signing of this document by both parties and the balance of \$12,500 is due and payable within 10 business days after FCC approval, and any other governmental agency approvals needed to facilitate such a transfer, are granted giving ownership from Vine Communications to Cameron Broadcasting, Inc.

Seller agrees to sell to the Buyer good and marketable title, free and clear of all liens, encumbrances, taxes, claims, options, liabilities, commitments, charges, restrictions another obligations of whatsoever nature.

The Buyer agrees to expeditiously prepare and file with the FCC the requisite Assignment Application. The Seller agrees to provide such legal notice concerning the filing as required by the FCC rules.

Seller has not received any notice asserting noncompliance by it in connection with the business or operation of the business of translators with any applicable local, state or federal (including FCC) statute, rules or regulation. Seller is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency or other governmental authority or any other tribunal duly authorized to resolve disputes in any respect material to the transactions contemplated hereby. There are no applications, complaints or proceedings pending or, to the best of Seller's knowledge, threatened before the FCC relating to the business and operations of translator which would have material adverse effect on the operation of translator. Seller does not know of any facts relating to Seller which would cause the FCC to deny its consent to the assignment of translator license and authorizations to Buyer, and should any such facts come to Seller's attention, Seller shall promptly notice Buyer thereof and use his reasonable best efforts and take such steps as may be reasonably necessary to remove any such impediments to the assignment.

If, for reasons such as short spacing or documented interference with another FCC licensed facility as outlined by current FCC rules and regulations, results in the FCC considering an order to cease operation of station K268AC, the Buyer and Seller agree to aggressively investigate and defend the FCC license, sharing any expenses equally. If it becomes apparent that the costs to defend the license could exceed the value of the license, either party may withdraw from supporting the defense. If this happens, Vine Communications will refund to Cameron the full \$12,500 deposit. Once the FCC approves the transfer, all short spacing or interference "warranties" from Vine will cease.

In witness hereof, the parties hereto have hereunto set their hands and seals

BUYER:

Cameron Broadcasting, Inc.

By: 

Date: 3/7/06

SELLER:

Carol L. Vine DBA Vine Communications

By: 

Date: 3-8-2006