

AGREEMENT

This Purchase Agreement ("Agreement") is made and entered into this 12th day of February, 2007, by and between MOUNTAIN COMMUNITY TRANSLATORS, LLC ("Mountain Community Translators") and NRC BROADCASTING, INC. ("NRC").

RECITALS

WHEREAS, Mountain Community Translators is the owner of a construction permit (the "Arvada Permit") granted by the Federal Communications Commission (the "FCC") for FM Translator Station K245AD assigned Facility I.D. No. 140240, to serve Arvada, Colorado, on channel 245 (96.9 MHz);

WHEREAS, NRC is the licensee of FM Translator Station K275AH, assigned Facility I.D. No. 140247, to serve Berthoud, Colorado, on channel 275 (102.9 MHz) (the "Berthoud Translator"), and holds certain operating equipment or rights (the "Berthoud Assets");

AND WHEREAS, in accordance with this Agreement, Mountain Community Translators has agreed with NRC that Mountain Community Translators shall transfer to NRC and NRC shall acquire the Arvada Permit and the parties have further agreed that NRC shall transfer to Mountain Community Translators and Mountain Community Translators shall acquire the Berthoud Translator and Berthoud Assets on the terms and subject to the conditions set forth herein;

NOW THEREFORE, In consideration of the above and of the mutual promises and covenants contained herein, the parties, intending legally to be bound, agree as follows:

1. Sale and Purchase. On the Closing Date, Mountain Community Translators shall assign and transfer to NRC, and NRC shall accept from Mountain Community Translators, the Arvada Permit. Concurrently, on the Closing Date, NRC shall assign, sell, transfer and convey to Mountain Community Translators, and Mountain Community Translators shall accept from NRC, the Berthoud Translator and Berthoud Assets.
2. No Liabilities Assumed. Mountain Community Translators shall assume no debts, commitments or liabilities of NRC, and NRC shall assume no debts, commitments or liabilities of Mountain Community Translators.
3. Purchase Price. The consideration shall be the reciprocal agreement to assign construction permits. The consideration to Mountain Community Translators shall be the assignment of the Berthoud Translator and Berthoud Assets, and the consideration to NRC shall be the Assignment of the Arvada Permit.
4. Closing; FCC Grants. Closing shall take place five (5) business days after the FCC has granted consent to the assignment of the Arvada Permit and the Berthoud Translator and any other related authorizations and those grants have become "final," i.e. no longer subject to

rescission, review or reconsideration by the FCC or any court. Closing shall take place at a place mutually agreed upon by the parties.

5. Application for Minor Change. Mountain Community Translators agrees to amend the Arvada Permit as reasonably requested by NRC pending approval and consummation of this Agreement. Likewise, NRC agrees to amend or modify the Berthoud Translator license as reasonably requested by Mountain Community Translators during the pendency and consummation of this Agreement. The cost of any such amendment shall be born by the party requesting it.

6. Assignment Application. Within five (5) business days of the execution of this Agreement, Mountain Community Translators and NRC will file with the FCC an application requesting consent to the assignment of the Arvada Permits and the Berthoud Translator. Mountain Community Translators and NRC shall share equally the FCC filing fees, but each shall bear individual legal, accounting and other costs. In the event the assignment of either the Arvada Permit or Berthoud Translator requires reimbursement to the FCC under the Commission's unjust enrichment auction NRC, the assignee of the construction permit at issue shall be responsible for such payment.

7. Covenants, Representations, and Warranties of Mountain Community Translators. Except as otherwise indicated herein, as of the date of this Agreement and as of the date of Closing, Mountain Community Translators covenants, represents and warrants to NRC as follows:

7.1. Mountain Community Translators is the entity with exclusive right of disposition of the Arvada Permit to be assigned and transferred to NRC, and possesses the power and authority to execute and carry out this Agreement and warrants further that the Arvada Permit is in good standing.

7.2. Mountain Community Translators owns the Arvada Permit free and clear of debts, liens, encumbrances and claims of third parties.

7.3. Mountain Community Translators is and shall remain through the time of Closing in compliance with all laws, rules, standards and requirements pertaining to the Arvada Permit, including all rules, standards and requirements of the FCC.

7.4. Mountain Community Translators has no reason to believe that the Arvada Permit may be revoked or that the FCC may not approve an assignment of the Arvada Permit by Mountain Community Translators.

Except as specifically provided in this Section 7, Mountain Community Translators makes no representations, warranties or assurances regarding the Arvada Permit or any matter pertaining to the Arvada Permit or the transactions contemplated by this Agreement.

8. Covenants, Representations, and Warranties of NRC. Except as otherwise indicated herein, as of the date of this Agreement and as of the date of Closing, covenants, NRC represents and warrants to Mountain Community Translators as follows:

8.1. NRC is an entity with exclusive right of disposition of the Berthoud Translator to be assigned and transferred to Mountain Community Translators and possesses the power and authority to execute and carry out this Agreement and warrants further that the Berthoud Translator is in good standing

8.2. NRC owns the Berthoud Translator and the Berthoud Assets free and clear of debts, liens, encumbrances and claims of third parties.

8.3. NRC is and shall remain through the time of Closing in compliance with all laws, rules, standards and requirements pertaining to the Berthoud Permit, including all rules, standards and requirements of the FCC.

8.4. NRC has no reason to believe that the Berthoud Translator may be revoked or that the FCC may not approve an assignment of the Berthoud Translator by NRC.

Except as specifically provided in this Section 8, NRC makes no representations, warranties or assurances regarding the Berthoud Translator, the Berthoud Assets (including any warranty of condition, merchantability or fitness) or any other matter pertaining thereto or the transactions contemplated by this Agreement.

9. Conditions To Close By Mountain Community Translators. The obligation of Mountain Community Translators to consummate this transaction is subject to the following conditions: (a) NRC shall not be in default with respect to any of the agreements, covenants, representations and warranties of NRC in this Agreement; (b) NRC shall have executed and delivered all of the documents required of NRC under this Agreement, including all transfer documents necessary to transfer the Berthoud Translator or the Berthoud Assets; (c) FCC grant of the assignment of the Berthoud Translator and Arvada Permit shall have been made and become "final" as provided in Section 4 of this Agreement.

10. Conditions To Close By NRC. The obligation of NRC to consummate this transaction is subject to the following conditions: (a) Mountain Community Translators shall not be in default with respect to any of the agreements, covenants, representations and warranties of Mountain Community Translators in this Agreement; (b) Mountain Community Translators shall have executed and delivered all of the documents required of Mountain Community Translators under this Agreement, including all transfer documents necessary to transfer the Arvada Permit; (c) FCC grant of the assignment of the Berthoud Permit and Arvada Permit shall have been made and become "final" as provided in Section 4 of this Agreement.

11. Survival of Covenants, Representations, and Warranties. The covenants, representations and warranties in the Agreement shall survive the Closing for a period of twelve (12) months.

12. Termination Date. If Closing is not held within twelve (12) months of the date of this Agreement, this Agreement may be terminated by Mountain Community Translators or NRC, upon written notice to the other provided that the terminating party has not been in material default.

13. Default. As used in this Agreement, "default" shall mean a material breach of any agreement, covenant, representation or warranty which continues uncured ten (10) days following written notice thereof from the non-breaching party to the breaching party. In the event such a default occurs, the non-breaching party shall have the right to terminate this Agreement, if said party itself is not in default, exercisable by written notice given within thirty (30) days of the date when the uncured breach became a default as defined herein.

14. Specific Performance. In the event of any default by either Mountain Community Translators or NRC, the parties agree that due to the unique nature of the Arvada Permit and the Berthoud Translator and the related business opportunities, Mountain Community Translators and NRC shall have the right to require the defaulting party to consummate the contemplated transfer in accordance with this Agreement and, if necessary, to obtain specific performance of this Agreement as its sole and exclusive remedy; provided, however, the party seeking specific performance is not itself in default. In the event of specific performance as described herein, any costs associated with such transfer shall be borne solely by the party then in default.

15. Heirs, Successors, and Assigns. Neither Mountain Community Translators nor NRC may assign its rights under this Agreement without the other party's prior written consent, which shall not be unreasonably withheld. This Agreement shall be binding upon, and inure to the benefit of, the respective heirs, successors and permitted assigns of the parties.

16. Construction and Jurisdiction. This Agreement shall be construed under the laws of the State of Colorado irrespective of its rules and provisions regarding conflicts of laws. The parties agree that exclusive jurisdiction and venue in any action brought by any party pursuant to this Agreement will properly lie in Colorado, and each party hereby irrevocably consents and submits to the jurisdiction of such court and waives any objection that such court is improper or an inconvenient forum.

17. Notices. Any notice or other communication under this Agreement shall be in writing and addressed as follows:

If to NRC:

Timothy Brown
1201 18th St., Suite 250
Denver, CO 80202
Fax: (303) 296-7030

With a copy to:

Brendan Holland
Davis Wright Tremaine LLP
1500 K St., NW, Suite 450

Washington, DC 20005-1272
Fax: (202) 508-6699

If to Mountain Community Translators:

Victor A. Michael Jr.
Mountain Community Translators, LLC
1063F Big Thompson Canyon Road
Loveland, CO 80537
Fax: (970) 669-0800

With a copy to:

A. Wray Fitch, III, Esq.
Gammon & Grange, P.C.
8280 Greensboro Drive, 7th Floor
McLean, VA 22102-3807
Fax: (703) 761-5023

Notice hereunder shall be deemed to have been given one business day after mailing by express mail or use of overnight/same day delivery service.

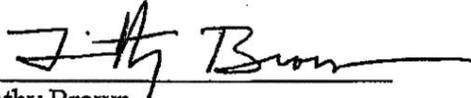
18. Other Provisions. This Agreement contains all the terms agreed upon by the parties with respect to the subject matter of this Agreement, and supersedes all prior agreements and understandings. This Agreement may not be amended except in writing signed by all parties. This Agreement may be executed in counterparts. Headings are provided for convenient reference only, and do not modify the text of this sections to which they relate. This Agreement may be executed in counterpart.

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

**MOUNTAIN COMMUNITY
TRANSLATORS, LLC**

NRC BROADCASTING, INC.

By: _____
Victor A. Michael, Jr.
Member

By: 
Timothy Brown
Chief Executive Officer

If to Mountain Community Translators:

Victor A. Michael Jr.
Mountain Community Translators, LLC
1063F Big Thompson Canyon Road
Loveland, CO 80537
Fax: (970) 669-0800

With a copy to:

A. Wray Fitch, III, Esq.
Gammon & Grange, P.C.
8280 Greensboro Drive, 7th Floor
McLean, VA 22102-3807
Fax: (703) 761-5023

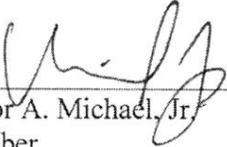
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**MOUNTAIN COMMUNITY
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NRC BROADCASTING, INC.

By:  _____
Victor A. Michael, Jr.
Member

By: _____
Timothy Brown
Chief Executive Officer