

ASSET PURCHASE AGREEMENT

If to Buyer:

Buckalew Media, Inc.
8408 Sweetness Lane
Austin, TX 78750
Telephone: (512) 917-2413

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section.

11.5 Further Assurances. The parties shall take any actions and execute any other documents that may be necessary or desirable to the implementation and consummation of this Agreement, including, in the case of Seller, any additional bills of sale or other transfer documents that, in the reasonable opinion of Buyer, may be necessary to ensure, complete, and evidence the full and effective transfer of the Assets to Buyer pursuant to this Agreement.

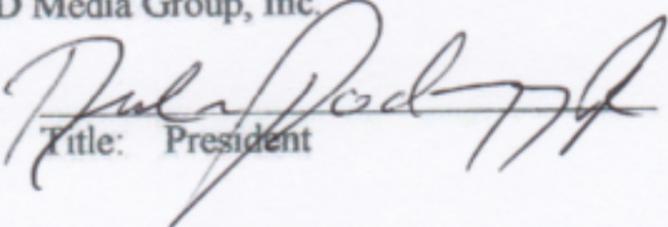
11.6 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Utah (without regard to the choice of law provisions thereof).

11.9 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

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

R & D Media Group, Inc.

By:


Title: President

Buckalew Media, Inc.

By:


Title: President

Exhibit A
Authorizations

1. Construction Permit: NEW, Twin Falls, Idaho
Permit File No.: BPDTL-20100506AAB
Facility Id: 130618