

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement") is made as of this 7 day of March, 2001, by and between UZONA Broadcasting Company/ Tom Barlow of Colorado City, Arizona ("Seller"), and MB Media Group, Inc., a Utah corporation ("Buyer") (individually, a "Party" and collectively, the "Parties").

Recitals

A. Seller is licensee of KCCA - FM broadcast station (the "Station") pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC");

B. Subject to the terms and conditions set forth herein, Seller desires to sell and Buyer desires to acquire the Station Assets (defined below) used and useful in the operation of the Station;

C. The consummation of this transaction is subject to FCC Consent (defined below);

Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: PURCHASE OF ASSETS

Equipment assets to include those items listed in addendum A.

(a) all licenses, permits and other authorizations which are issued to Seller by the FCC with respect to the Stations (the "FCC Licenses"), including any renewals or modifications thereof between the date hereof and Closing;

(b) Seller's rights in and to all the files, documents, records, and books of account (or copies thereof) relating exclusively to the operation of the Stations, including the Stations' local public record files, programming information and studies, blueprints, technical information and engineering data, and logs.

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances ("Liens")

ARTICLE 2: PURCHASE PRICE

(a) As previously agreed, Buyer has acquired all interest in and has caused to be transferred same to buyer, those items of collateral previously held by Bank of Ephraim which was used to secure a loan copies of which are listed in addendum B, and briefly listed as follows:

1. That certain Deed of Trust, dated October 16, 1992, recorded on December 30, 1992, as Entry No. 422890 in Book 700 at Page 293 of the official records of Washington County, and encumbering certain real property located in Washington County, Utah (the "Trust Deed"), which real property is more particularly described on the attached Exhibit "A," which is incorporated herein; and
2. The rights and rights of action existing in connection with a pending foreclosure of the Trust Deed in the State of Utah; and
3. The rights and rights of action existing in connection with that certain action captioned Bank of Ephraim v. Thomas V. Barlow, Fern Barlow, dba Uzona Broadcasting Company, and various other parties, filed as No. CV-2000-599 in the Superior Court of the State of Arizona in and for the County of Mohave; and
4. All rights existing in connection with that certain Promissory Note, dated October 30, 1998, executed by Thomas Barlow in the original principal amount of \$108,735.58 (the "Note"). Assignor has concurrently endorsed and delivered the Note to Assignee.

(b) Buyer agrees to re-transfer these assignments to Seller and execute said documents, to be held by Academy Title at 50 East 100 South, Suite 301, St. George, UT. (Escrow Agent) until such time as all assets have been transferred to buyer including transfer of FCC Licence of KCCA- FM

(c) Buyer will also make available \$80,000 in media advertising credits which may be used by Seller in the advertising of products or the products of Sellers assignees. Buyer will use its best efforts to assist Seller in using these credits and provide additional credits to Seller to cover any commissions charges paid by Buyers sales staff.

(d) Buyer will assist Seller in the filing of an application (FCC form 318) for an LPFM license with the understanding that the FCC determines the filing windows for such applications and Buyer does not guarantee a grant of such license.

(e) Buyer will immediately make application for a new call sign change and will reserve the call letters, which will be in effect as soon as directed by the FCC, and will transfer call KCCA call sign to new LPFM.

(f) Buyer will relocate radio station, to include studio, transmitter and tower and will locate same outside Colorado City limits within a reasonable time as directed by the FCC.

ARTICLE 3: GOVERNMENTAL CONSENTS

Closing is subject to and conditioned upon publication by the FCC of public notice (as defined in 47 CFR § 1.4(b)(4)) of the FCC's consent to the assignment of the FCC Licenses from Seller to Buyer (the "FCC Consent").

3.1 FCC. Within thirty (30) business days after execution of this Agreement, Buyer and Seller shall file an application (on FCC Form 314) with the FCC (the "FCC Application") requesting the FCC Consent. Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their best efforts to obtain the FCC Consent as soon as possible. If the FCC Consent imposes upon Buyer any condition, Buyer shall timely comply therewith.

3.2 General. Buyer and Seller shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder. If Buyer or Seller becomes aware of any fact relating to it which would prevent or delay the FCC Consent, it shall promptly notify the other thereof and use its reasonable best efforts to remove such impediment.

ARTICLE 4: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer that it has the requisite corporate power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller.

4.1 FCC License. Seller is the holder of the FCC Licenses described herein (a). The FCC License (a) constitute all the license required and/or used in the operation of the Station; (b) have been issued for the full term authorized by FCC regulations; (c) is in full force and effect and has not been revoked, suspended, canceled rescinded or terminated and has not expired; and (d) is free and clear of any conditions or restrictions (other than restrictions of general applicability to similarly situated broadcast licensee). There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify the FCC License (other than proceedings to amend FCC rules of general applicability). Seller has paid its Fiscal Year 2000 regulatory fees as required by Section 1. 1153 of the FCC's rules (47 CFR § 1. 1153) and is not in arrears with respect to prior regulatory fees. While Seller has held the FCC License, Seller has not had any material disagreements or disputes with any community group, governmental authority or third party with respect to programming or the manner of operation of any of the Station.


4.2 Public Files, etc. All material reports, applications and other documents required to be filed by Seller with the FCC or to be maintained at the Stations have been filed and are being maintained. Copies of all required documents have been placed in Seller's public inspection file, as appropriate, and are maintained therein. All such reports, applications and documents are true, complete and

correct in all material respects.

4.3 Accuracy of Representations. No representation or warranty of Seller in this Agreement contains any untrue statement of a material fact, or fails to state a material fact necessary to make the statements contained herein not misleading as of the date of such representation or warranty.

ARTICLE 5: COVENANTS OF SELLER

Seller covenants and agrees with respect to the Stations that, between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Buyer, which shall not be unreasonably withheld, Seller shall:

5.1 subject to the TBA, ~~operate the Stations in~~  the ordinary course of business consistent with past business practice and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders;

5.2 not, other than in the ordinary course of business in accordance with past business practice, sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens;

ARTICLE 6: OTHER COVENANTS

Buyer and Seller hereby covenant and agree that between the date hereof and Closing:

6.1 Cooperation. Each Party (i) shall cooperate fully with one another in taking any reasonable actions (including without limitation, reasonable actions to obtain the required consent of any governmental instrumentality or any third party) necessary or helpful to accomplish the transactions contemplated by this Agreement, including but not limited to the prompt satisfaction of any condition to Closing set forth herein, and (ii) shall not take any action that conflicts with its obligations hereunder or that causes its representations and warranties to become untrue in any material respect.

ARTICLE 7: CONDITIONS OF CLOSING BY BUYER

The obligations of Buyer hereunder are, at its option, subject to satisfaction, at or prior to Closing, of each of the following conditions:

7.1 Representations, Warranties and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects. Buyer shall have received a certificate dated as of the Closing Date from Seller, executed by Seller's chief executive officer, to the effect that the conditions set forth in this Section have been satisfied.

ARTICLE 8: CONDITIONS OF CLOSING BY SELLER

The obligations of Seller hereunder are, at its option, subject to satisfaction, at or prior to Closing, of each of the following conditions:

8.1 Representations, Warranties and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects. Seller shall have received a certificate dated as of the Closing Date from Buyer, executed by the chief executive officer of Buyer, to the effect that the conditions set forth in this Section have been satisfied.

ARTICLE 9: EXPENSES

All recordation, transfer and documentary taxes, fees and charges applicable to the transfer of Station Assets and all FCC filing fees shall be paid by Buyer.

ARTICLE 10: TERMINATION

10.1 by written notice of Buyer to Seller, or by Seller to Buyer, if the FCC dismisses or denies the FCC Application;

10.2 Remedies. The Parties recognize that if either Party defaults ("the Breaching Party") under this Agreement or the such that a Party terminates this Agreement, monetary damages alone will not be adequate to compensate the non-breaching Party (the "Non-Breaching Party") for its injury. Such NonBreaching Party shall therefore be entitled to obtain specific performance of the terms of this Agreement in lieu of, and not in addition to, any other remedies, including but not limited to monetary damages, that may be available to it; provided however, that Seller may elect to recover liquidated damages in lieu of obtaining specific performance. If any action is brought by the Non-Breaching Party to enforce this Agreement, the Breaching Party shall waive the defense that there is an adequate remedy at law. In the event of a default by the Breaching Party which results such other actions as may reasonably be requested in order more effectively to relieve Seller of any obligations being assumed by Buyer hereunder.

ARTICLE 11: GENERAL PROVISIONS

11.1 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld by either Party. With respect to any permitted assignment, the Parties shall take all such actions as are reasonably necessary to effectuate such assignment, including but not limited to cooperating in any appropriate filings with the FCC or other governmental authorities. All covenants, agreements, statements, representations, warranties and indemnities in this Agreement by and on behalf of any of the Parties hereto shall bind and inure to the benefit of their respective heirs, executors, personal and legal representatives, successors and permitted assigns.

11.2 Amendments. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the Party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

11.3 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

11.4 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Utah without giving effect to the choice of law provisions thereof.

11.5 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, including by facsimile, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery or when delivered by facsimile transmission, and shall be addressed as follows (or to such other address as any Party may request by written notice):

if to Buyer:

MB Media Group, Inc.
261 West Hilton Drive
St. George, Utah 84770
Attn: Wallace Brazzeal, President
Telephone: (435) 628-0484
Facsimile: (435) 673-8228

if to Seller:

UZONA Broadcasting
P.O. Box 711 250 N. Canyon St.
Colorado City, AZ 86021-711
Attn: Tom Barlow
Telephone: (520) 875-8103
Facsimile: (520) 875-8128

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

11.7 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the Parties and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

11.8 Severability. The Parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

11.9 Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein. This Agreement does not supersede any confidentiality agreement relating to the Stations.

11.10 No Waiver Remedies. Unless otherwise specifically agreed in writing: (a) the failure or delay of either Party at any time to require performance by the other of any provision of this Agreement shall not affect such Party's right thereafter to continue to enforce the same; and (b) the single or partial exercise of any such right or power or any abandonment or discontinuance of steps to enforce such a right or power shall not preclude any other or further exercise of such right or power.

Addendum A

Harris Stereo Exciter 50 Watt Output

Harris 10KW FM Transmitter

Harmonic Filter

Andrew 115' 3" Coaxial Transmit Cable

2 Bay ERI FM Broadcast Antenna

Rohn Self Supporting Broadcast Tower 100'

Dual Belar FM Modulation Monitors

Remote Control Device

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

SELLER:

UZONA BROADCAST/Tom Barlow

By: Thomas V. Barlow
Tom Barlow

By: Mildred B. Johnson

By: Jean Barlow

By: Lynn Barlow

By: Loana Broadbent

By: Liesa Richter

BUYER:

MB MEDIA GROUP, INC.

By: Wallace Brazzeal
Wallace Brazzeal, President