

STOCK SALE AGREEMENT

THIS CONTRACT is made on the _____ day of _____,
by **Denise Scharfetter** (Purchaser) of 182 South Paint Street, Chillicothe, Ohio 45601;
and **Steve R. Lanier** (Seller) of P.O. Box 35, Jackson, Ohio 45640.

RECITALS

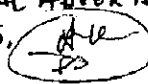
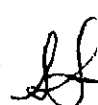
Seller is the owner of fifty (50) issued and outstanding shares of IM-Media Broadcasting, Inc., an Ohio corporation (the Corporation). Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller fifty (50) of the issued and outstanding capital stock of the Corporation on the terms and conditions contained in this contract.

THEREFORE, in consideration of the mutual promise and conditions contained in this contract, the parties agree as follows:

PURCHASE AND SALE OF SHARES

1. Seller agrees to sell, transfer and assign to Purchaser; and Purchaser agrees to purchase fifty (50) shares of the issued and outstanding capital stock of the Corporation. Seller acknowledges that fifty (50) shares constitutes all of Seller's interest in said Corporation. At the closing, Seller shall deliver to Purchaser a certificate or certificates evidencing the Corporation's stock in form ready for transfer and duly endorsed to Purchaser. At the closing, Seller shall execute and deliver other documents and instruments, and take other actions, as Purchaser may reasonably request, in order to fully vest in Purchaser all right, title, and interest in and to the fifty (50) shares in IM-Media Broadcasting, Inc.

PURCHASE PRICE

2. The total purchase price to be paid by Purchaser to Seller shall be Seven Thousand Dollars (\$7,000.00). PLUS \$10,000 IN ANNUAL ADVERTISING BARTER, THIS
BENEFIT APPLIES TO ALL FUTURE OWNERS.  

CLOSING

3. The closing date under this Contract shall be within _____ days from the date of this Contract on a date mutually agreed by Purchaser and seller. The closing shall be held at _____.

SELLER'S TITLE TO STOCK

4. Seller warrants that he has good, absolute and marketable title to the corporate stock being transferred, free and clear of all liens, claims, encumbrances, and restrictions of every kind; Seller has complete and unrestricted right, power and authority to sell, transfer and assign the Corporation stock pursuant to this Contract; and that the delivery of the Corporation stock to Purchaser as contemplated in this Contract will vest in Purchaser good, absolute and marketable title to the fifty (50) shares of IM-Media Broadcasting, Inc., free and clear of all liens, claims, encumbrances and restrictions of every kind.

FINANCIAL STATEMENTS

5. Purchaser and Seller agree that Purchaser has full knowledge of and has had adequate opportunity to examine the financial statements of the Corporation.

DISCLOSURE OF DEBTS AND LIABILITIES

6. Purchaser and Seller agree that Purchaser is fully aware of and has adequate opportunity to examine all records of the Corporation evidencing debts and liabilities of the Corporation.

TAX RETURNS AND DELINQUENCIES

7. Purchaser and Seller acknowledges that Purchaser has full knowledge of and an adequate opportunity to examine all tax returns of the Corporation and is fully aware of any tax delinquencies of the Corporation which may exist and takes the responsibility for such. *And Any Personal Liability Resulting From Back Taxes Owed By The Corporation,* (initials) (initials)

LITIGATION

8. Seller makes no warranties or representations concerning the existence of pending or threatened legal actions, suits, arbitration, or other legal administrative or governmental proceedings against the Corporation.

CORPORATE PROPERTIES AND ASSETS

9. Seller makes no warranties regarding the title to assets owned by the Corporation or the condition of assets owned by the Corporation.

ASSIGNMENT

10. Neither this Contract or any right created by this Contract shall be assignable by either Seller or Purchaser without the prior written consent of the other.

PARTIES IN INTEREST


11. All the terms and provisions of this Contract shall be binding on and inure to the benefit and be enforceable by Purchaser and Seller, their heirs, executors, administrators, successors and assigns.

INTEGRATED CONTRACT

12. This contract constitutes the entire agreement between the parties and there are no agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth or provided for in this Contract.

CHOICE OF LAW

13. It is the intention of the parties that the laws of the State of Ohio shall govern the validity of this Contract, the construction of its terms, and the interpretation of the rights and duties of the parties.

PURCHASER:
Denise Scharfetter**SELLER:**
Steve R. Lasker

Prepared by: Scott W. Nusbaum, Attorney at Law
72 North Paint Street, Chillicothe OH 45601