

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made and entered into as of the _____ day of April 2006 by and between KCBX, Inc, a California not-for-profit corporation ("KCBX"), and IHR Educational Broadcasting, Inc., a California not-for-profit corporation ("IHR").

Recitals

WHEREAS IHR is the licensee of the On-Air FM translator identified in the attached Addendum A:

WHEREAS, IHR desires to sell, and KCBX desires to purchase, the assets used and useful in the operation of the translator (the "Equipment"), including the license for its operation (the "License") issued by the Federal Communications Commission (the "FCC" or "Commission"); and

WHEREAS, prior FCC approval for the transaction contemplated hereunder is required.

Agreement

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The Purchase. Subject to the conditions contained herein, IHR agrees to sell the Equipment and to assign the License to KCBX and KCBX hereby agrees to purchase the Equipment and to accept assignment of the License, as follows:
 - (a) Purchase Price. The Purchase Price for the Equipment and License is identified in the attached Addendum A.
 - (b) Equipment The Equipment being conveyed from IHR to KCBX is identified in the attached Addendum A. It is conveyed on an "as is" basis.
 - (c) Deposit. Concurrent with the execution hereof, KCBX shall pay to IHR a deposit in the amount as specified in Addendum A, which shall be non-refundable except as indicated in Section 5 herein.
 - (d) Application. Within ten (10) days of the execution hereof, the parties shall jointly file an application with the FCC seeking FCC consent to the assignment of the License from IHR to KCBX (the "Assignment Application").
2. Closing. KCBX will pay the remaining Purchase Price at closing. The closing will be held at a mutually convenient time and place, but not later than ten (10) business

days after grant of the Assignment Application. IHR will provide to KCBX instruments of conveyance suitable to KCBX for the License and Equipment.

3. Exclusivity and Confidentiality. The parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.
4. FCC Qualifications. IHR represents, warrants and covenants to KCBX that it is the authorized holder of the translator License; the License is in good standing, in full force and effect and is sufficient for the present operation of the translator; there is not now pending or, to the knowledge of IHR, threatened, any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew the License; IHR has no knowledge of any protests, mutually exclusive applications, or FCC proceedings of any kind, whether pending or threatened, which would adversely affect the translator or IHR's ability to assign the License to KCBX; IHR is not in default under the License; the License contains no restrictions or conditions which would limit in any respect the full operation of the translator as now operated; and, IHR is operating the translator in compliance with the terms of the License and FCC rules, regulations and policies. KCBX represents warrants and covenants to IHR that it is qualified to be a Commission licensee and to hold the FCC authorization which is the subject of this Agreement.
5. Transfer Fees and Taxes. KCBX shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments or fees associated with the purchase of the IHR License and Equipment.
6. Termination and Default. If the Commission fails to grant the Assignment Application within 180 days after filing, KCBX shall have the right to terminate this Agreement and shall be entitled to a full refund of KCBX's deposit, and IHR shall refund the deposit upon demand. Should KCBX fail to consummate said transaction IHR shall be entitled to receive, as its sole and exclusive remedy, the deposit as liquidated damages. Should IHR fail to consummate said transaction, KCBX shall have the right specifically to enforce performance by IHR under this Agreement. IHR agrees to waive any defense in any such suit that KCBX has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.
7. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of California. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of California. This Agreement may be executed in counterparts. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective corporations to perform all of the terms hereof.

[The next page is the signature page.]

WHEREFORE, The parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

IHR Educational Broadcasting, Inc.
PO Box 180
Tahoma, CA 96142

By /s/ Douglas M Sherman
Douglas Sherman, President

KCBX, Inc.
4100 Vachell Lane
San Luis Obispo, CA 93401

By Frank Lanzone
Frank Lanzone, President

ADDENDUM A

Station

Location	Facility ID	Channel	Purchase Price	Deposit	At Close
Lompoc, Ca. K236AF	83032	236	\$21,000.	\$5,000.	\$16,000.

EQUIPMENT

1 – Crown FM 30R – 30 Watt Transmitter with receiver Serial # 095197

2 – FMV 88-98 MHz – Dipole Antenna

1 – PDL2 – 55/50 88-108 MHz – Power Divider

2 – Cable Assembly – 8 FT RG – 213 W/UG – 21 EE

4 – CONN – N: 50, ML, SCM – 50 Ohm male N connector

1 – 50 FT RG – 213 – 50 Foot RG - 213