

EXHIBIT A

TANGIBLE PROPERTY

Office & Studio Equipment Inventory

Qty	Description	Model #
1	EV Multi Channel Stereo Mixer	BK-842
1 set	JVC Stereo Headphones	HA-D810
1 set	LEXPRO 3D Computer Speakers (4 speakers and 1 woofer)	LS 880
1	NEC Computer Monitor	JC-15WIVMA
1	Computer Tower w/CD-ROM	VT82C694X
1 set	Gateway 2000 Computer Speakers (2)	ACS 41
1	AC Adapter	MW48-1200800
1	TFT - EAS 940a Composed of: 1 - JVC Super VHS ET 1 - TFT-EAS 930A TFT EAS 911 1 - AM/FM Stereo Tuner TX01200	HR-S3500U EAS 930A
1	Antenna w/LCD light	
1	Brother Printer/Copier/Fax Machine	MFC 3420C
1	2 Drawer File Cabinet	
1	MACKIE Micro Series 1202 12 Channel Mic/Line Mixer	1202
2	EV Microphones on stand	
1	Compact Disk Players COP	COP-690
2	"L" Shaped Computer Work Stations (right, left and center sections)	
1	Chair	
1	STL transmitter	
1	Inovonics Modulation Monitor	
1	Scala PR950 Paraflector Antenna w/coax	
1	STL Moseley PCL 606	

Inventory at WIJD Transmitter site

1	Marti STL receiver	1
1	Sine system remote control	
1	Delta base current meter	
1	Harris MW 5 Transmitter	
1	Antenna Tuning Unit	
1	Optimod audio processor	
1	Electric Breaker box & Outlets connected to Breaker box	
1	Coax Cable with 5 KW Transmitter	
1	Scala PR950 Paraflector Antenna w/coax	
1	Kintronics Transmitter Switch	
1	LPB 80-100 watt transmitter (condition unknown)	
1	Gates Dummy load (condition unknown)	
1	RF tube, used (spare)	
1	Modulator tube, used (spare)	

EXHIBIT B

FCC LICENSE

License for Station WIJD, Facility ID 53144, Pritchard, AL

EXHIBIT C

CONTRACTS AND LEASES

Program Contracts

Renewing Your Mind	\$ 537.62 Monthly
R.G. Hardy Presents Christ	\$ 552.00 Monthly
Healthwatch, Daniel Chapter One	\$ 500.00 Monthly
The Voice of Truth Ministry	\$ 260.00 Monthly
Bible Line	\$1,191.66 Monthly

Leases

Lease for WIJD transmitter site

Studio lease verbal agreement, valid through November 1, 2006

EXHIBIT D

Asset Purchase Agreement

Inventory at WIJD Transmitter site (all listed in Tangible Property Exhibit A)

1	Marti STL receiver	1
1	Sine system remote control	
1	Delta base current meter	
1	Harris MW 5 Transmitter	
1	Antenna Tuning Unit	
1	Optimod audio processor	
1	Electric Breaker box & Outlets connected to Breaker box	
1	Coax Cable with 5 KW Transmitter	
1	Scala PR950 Paraflector Antenna w/coax	
1	Kintronics Transmitter Switch	
1	LPB 80-100 watt transmitter (condition unknown)	
1	Gates Dummy load (condition unknown)	
1	RF tube, used (spare)	
1	Modulator tube, used (spare)	

EXHIBIT E – 1

Asset Purchase Agreement

Seller's Excluded Assets:

Cash in Bank

Accounts Receivable

EXHIBIT E – 2

Asset Purchase Agreement

Intangible Assets:

None

EXHIBIT F

Asset Purchase Agreement

Price Allocation:

Equipment	\$200,000
License & Goodwill	\$250,000

EXHIBIT H

OPINION OF SELLER'S COUNSEL

(substantive provisions – subject to standard qualifications)

(a) 1270 AM, Inc. ("Seller") is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and has all requisite corporate power and authority to carry on its business as presently being conducted and to execute, deliver and perform the Agreement and consummate the transactions contemplated thereby.

(b) This Agreement and the other documents and instruments delivered by Seller at Closing constitute the legal, valid, and binding obligations of Seller, enforceable in accordance with their respective terms except as enforceability may be limited by bankruptcy, insolvency, moratorium, and other laws relating to or affecting creditor's rights generally and by the exercise of judicial discretion in accordance with general equitable principles.

(c) None of (i) the execution and delivery of this Agreement, (ii) the consummation of the transactions contemplated by this Agreement, or (iii) compliance with the terms of this Agreement will conflict with, breach the terms and conditions of, constitute a default under, or violate Seller's articles of incorporation or bylaws, or, to counsel's knowledge, any judgment, decree, order, agreement, lease or other instrument known to counsel to which Seller is a party or by which Seller is legally bound.

(d) To the knowledge of counsel there is no outstanding judgment, or any suit, action or claim pending, threatened or reasonably deemed by Seller to be probable of assertion, or any governmental proceeding or investigation in progress (other than proceedings affecting radio broadcasters generally) that could reasonably have an adverse effect upon the Assets or upon the business or operations of the Station after Closing.

(e) Seller validly holds the FCC licenses, permits and authorizations listed on Exhibit B (the "FCC Licenses").

(f) The FCC Licenses are in full force and effect.

(g) The FCC Licenses include all the licenses, permits and authorizations necessary to operate the station with the facilities specified in the FCC Licenses.

(h) To the knowledge of counsel, the FCC Licenses are not subject to any conditions not stated in the licenses.

(i) To the knowledge of counsel, the FCC has granted its consent to the assignment of the FCC licenses to Buyer without the imposition of conditions not stated in the written action granting such consent.

(j) Such FCC consent is in full force and effect.

(k) The Order of the FCC granting its consent is final in the sense that it is no longer subject to administrative or judicial reconsideration or review.

(l) The FCC consent constitutes all necessary consents, approvals and authorizations required under the Act for the assignment of the FCC Licenses to Buyer.

(m) Based upon a review of counsel's firm files and the records of the FCC pertaining to the Station which are accessible through the FCC's CDBS public access website,:

(1) there is no unsatisfied adverse FCC order, decree or ruling outstanding against Seller with respect to the Station or any of the FCC Licenses; and

(2) Seller is not a party to any complaint, suit, proceeding, investigation action or other proceeding at the FCC or in any court or before any governmental authority that, if adversely determined, is reasonably likely to have a material adverse impact upon the Station or the Assets.