

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of this 2nd day of March, 2009, between MB Media Group, Inc. a Utah corporation ("Seller"), and Woods Cove, Ltd, a Utah limited partnership ("Buyer") (individually, a "Party", and collectively, the "Parties").

WHEREAS, Seller holds the authorization for a construction permit (FCC File No. BNPFT-20080620AJB) to build a new FM translator station to operate on Channel 242 (96.3 MHz) in St. George, Utah (Facility ID Number 158438) (the "Station"), issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, subject to the terms and conditions set forth herein, Seller desires to assign the Station's FCC authorization and sell substantially all of the assets used and useful in connection with the Station's proposed operation and Buyer desires to purchase and accept such authorization and assets.

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

1. **Station Assets.** Seller agrees to assign, transfer, convey and deliver to Buyer, and Buyer shall acquire from Seller, all of the right, title, and interest of Seller in and to certain assets, properties, and interests of Seller, tangible and intangible, which are to be used in the operation of the Station (the "Station Assets"), including the following:
 - (a) all licenses, permits and authorizations of the FCC and of other governmental authorities and intangible assets to be used with respect to the Station's operation and held by Seller (the "Licenses") listed on Schedule 1(a); and
 - (b) all documents required by the FCC to be maintained by Seller relating to the Station and its proposed operation.
2. **Purchase Price.** The purchase price to be paid for the Station Assets will be Fifteen Thousand Dollars (\$15,000.00), as may be adjusted pursuant to Section 3 hereof (the "Purchase Price").
3. **Prorations and Adjustments.** Any prepaid and deferred expenses arising from Seller's acquisition of the Licenses shall be prorated as of 12:01 a.m. of the Closing Date (as defined below). The prorations and adjustments contemplated by this Section 3 shall be made to the extent practicable at the Closing (as defined below), and to the extent not made at the Closing shall be made within thirty (30) calendar days after the Closing Date.
4. **Closing.** Subject to satisfaction or waiver of the conditions set forth herein, consummation of the sale of the Station Assets under this Agreement (the "Closing") shall occur on a date (the "Closing Date") mutually agreed upon by the Parties which date shall be within ten (10) business days after the grant of FCC Consent (as defined below) having become a Final Order (as defined below), unless the requirement of a Final Order is waived by Buyer, in which case the Closing shall occur after the grant of FCC Consent upon notice by Buyer to Seller of Buyer's waiver of the Final Order requirement.

5. **FCC Consent.** The Closing is subject to and conditioned upon prior FCC consent (the "**FCC Consent**") to the assignment of the FCC Licenses to Buyer, and, unless waived by Buyer, the FCC Consent having become a Final Order. "**Final Order**" means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed.

6. **FCC Application.** Within five (5) days of the date of this Agreement, Seller and Buyer shall file an application with the FCC (the "**FCC Application**") requesting the FCC Consent. Seller and Buyer shall diligently prosecute the FCC Application and otherwise use their best efforts to obtain the FCC Consent as soon as practicable.

7. **Buyer's Representations and Warranties.** Buyer makes the following representations and warranties to Seller:

(a) Buyer is duly organized, validly existing and in good standing under the laws of the State of Utah. Buyer has the requisite power and authority to execute and deliver this Agreement and to comply with the terms, conditions and provisions hereof.

(b) The execution, delivery and performance of this Agreement by Buyer have been duly authorized and approved by all necessary organizational action of Buyer. This Agreement is a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally, and (ii) as such enforceability is subject to general principles of equity.

(c) No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer.

(d) Buyer is legally, financially and otherwise qualified to be the permittee of, acquire, own and operate the Station under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC.

(e) There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Buyer's knowledge, threatened against Buyer relating to or affecting this Agreement or the transactions contemplated hereby.

8. **Seller's Representations and Warranties.** Seller makes the following representations and warranties to Buyer:

(a) Seller is duly organized, validly existing and in good standing under the laws of the State of Utah. Seller has the requisite power and authority to execute and deliver this Agreement and to comply with the terms, conditions and provisions hereof.

(b) The execution, delivery and performance of this Agreement by Seller have been duly authorized and approved by all necessary organizational action of Seller. This Agreement is a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except (i) as may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally, and (ii) as such enforceability is subject to general principles of equity.

(c) The Licenses held by Seller are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There are no applications, complaints, investigations or proceedings pending or, to the knowledge of Seller, threatened before the FCC relating to the proposed operation of the Station other than those affecting the broadcasting industry generally. Seller is not subject to any outstanding judgment or order of the FCC relating to the Station.

(d) Seller has good and valid title to the Station Assets, free and clear of all liens and encumbrances, except for liens for taxes not yet due and payable and for which Buyer receives a credit pursuant to Section 3 hereof ("Permitted Liens"), and except for security interests, if any, which will be released on or before Closing.

(e) No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or any of the Station Assets, are pending or, to Seller's knowledge, threatened, and Seller has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings.

(f) No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller.

(g) There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Seller's knowledge, threatened against Seller relating to or affecting this Agreement or the transactions contemplated hereby.

9. Buyer's General Covenants. Buyer covenants and agrees that between the date hereof and the Closing, Buyer shall:

(a) maintain its qualifications to be the permittee of the Station as set forth in Section 7 above;

(b) take necessary steps as required to be able to pay the Purchase Price and otherwise consummate this transaction; and

(c) notify the Seller promptly of any event, circumstance or occurrence which will interfere with the prompt consummation of this transaction at Closing.

10. Seller's General Covenants. Seller covenants and agrees that between the date hereof and the Closing, Seller shall:

- (a) not directly or indirectly, including by dissolution, liquidation, merger or otherwise, sell, lease or dispose of the Station Assets unless those Assets are replaced with assets of equal or greater value;
- (b) maintain the Licenses in full force and effect; and
- (c) furnish Buyer with reasonable access to the Station Assets, as may be reasonably requested by Buyer.

11. **Joint Covenants.** Seller and Buyer hereby covenant and agree that between the date hereof and the Closing they shall cooperate fully with each another in taking any commercially reasonable actions (including to obtain the required consent of any governmental instrumentality or any third Party) necessary to accomplish the transactions contemplated by this Agreement, including, but not limited to, the prompt satisfaction of any condition to the Closing set forth herein.

12. **Seller's Conditions to Closing.** The obligations of Seller hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

- (a) 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 the Closing shall have been complied with or performed in all material respects.
- (b) The FCC Consent shall have been obtained and shall be in full force and effect, and no court, administrative or governmental order prohibiting the Closing shall be in effect.
- (c) Buyer shall have made each of the deliveries contemplated by Section 14 hereof or otherwise reasonably required by this Agreement.

13. **Buyer's Conditions to Closing.** The obligations of Buyer hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

- (a) 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 the Closing shall have been complied with or performed in all material respects.
- (b) The FCC Consent shall have been obtained, shall be in full force and effect and shall have become a Final Order, and no court, administrative or governmental order prohibiting the Closing shall be in effect.
- (c) All security interests (if any) pertaining to the Station Assets shall be released of record and there shall be no liens in respect of such assets, except Permitted Liens.
- (d) Seller shall have made each of the deliveries contemplated by Section 14 hereof or otherwise reasonably required by this Agreement.

14. **Closing Deliveries.** At the Closing, Seller shall deliver or cause to be delivered to Buyer: such bills of sale and assignment and transfer as may reasonably be requested by Buyer to convey, transfer and assign the Station Assets to Buyer, free and clear of liens, except for Permitted Liens. Buyer shall also deliver the Purchase Price, as adjusted pursuant to Section 3 hereof.

15. **Survival.** The covenants, agreements, representations and warranties in this Agreement shall expire at Closing and be of no further force or effect, with the exception of: (i) the indemnification obligations of Seller and Buyer under Section 16 hereof with respect to Claims (as defined below) made by third parties against Buyer or Seller, as applicable, which shall survive for one (1) year; and (ii) those Claims made under Section 16 that relate to Buyer's Damages or Seller's Damages (both as defined below), as applicable, for which timely written notice is given by the indemnified Party to the indemnifying Party prior to expiration of this survival period, which shall survive until resolved.

16. **Indemnification.** From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("**Buyer's Damages**") incurred by Buyer arising out of or resulting from: (a) any failure by Seller to perform any covenant or agreement contained in this Agreement, or any other breach or default by Seller under this Agreement; and (b) the operation of the Station before the Closing. From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("**Seller's Damages**") incurred by Seller arising out of or resulting from: (y) any failure by Buyer to perform any covenant or agreement contained in this Agreement, or any other any breach or default by Buyer under this Agreement; and (z) the operation of the Station after the Closing. The indemnified Party shall give prompt written notice to the indemnifying Party of any demand, suit, claim or assertion of liability by third Parties or other circumstances that could give rise to an indemnification obligation hereunder on the part of the indemnifying Party (a "**Claim**"), but a failure to give such notice or a delay in giving such notice shall not affect the indemnified Party's right to indemnification and the indemnifying Party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying Party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced.

17. **Termination.** This Agreement may be terminated at any time prior to the Closing as follows:

- (a) by mutual written consent of Seller and Buyer;
- (b) by written notice of Seller to Buyer if Buyer breaches in any material respect any of its representations or warranties or other terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (as defined below);
- (c) by written notice of Buyer to Seller if Seller breaches in any material respect any of its representations or warranties or other terms of this Agreement, or defaults in any material respect in the performance of any of its covenants or agreements herein

contained, and such breach or default is not cured within the Cure Period (as defined below); or

(d) by written notice of Seller to Buyer, or Buyer to Seller, if the Closing shall not have been consummated on or before the date which is nine (9) months after the execution of this Agreement, and if the Party giving notice is not then in default hereunder.

The term "Cure Period" as used herein means a period commencing on the date that a Party receives from the other Party written notice of breach or default hereunder and continuing for twenty (20) days thereafter.

18. Damages upon Termination. The termination of this Agreement shall not relieve any Party of any liability for breach or default under this Agreement prior to the date of termination. Upon termination under Section 17 (a) or (d), this Agreement shall be deemed null and void and neither Party will have any further liability or obligation to the other. Upon termination under Section 17(b), due to default of the Buyer, this Agreement shall be deemed null and void and Seller shall be entitled to reimbursement from Buyer of Seller's reasonable expenses made in connection with this transaction. If this Agreement is terminated pursuant to Section 17(c) due to the default of Seller, the Buyer may, as an alternate to reimbursement from Seller of Buyer's reasonable expenses, bring an action for specific performance, Seller hereby acknowledging that the Station Assets are of a special, unique and extraordinary character, and that monetary damages would not be sufficient to compensate Buyer under such circumstances.

19. Expenses. Each Party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, except that filing fees with respect to the FCC Application shall be paid equally by Seller and Buyer.

20. Assignment. Neither Party may assign any of its rights or obligations under this Agreement, without the express prior written consent of the non-assigning Party.

21. Amendments. No amendment to, or 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 or amendment is sought.

22. 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.

23. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Utah applicable to contracts made and to be fully performed within such State, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other state.

24 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, 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 to such other address as any Party may request by written notice):

If to Seller: MB Media Group, Inc.
2666 Promenade Circle
Salt Lake City, Utah 84121
Attention: Jerold W. Johnson, President

If to Buyer: Woods Cove, Ltd
321 No. Mall Drive, Suite Q-101
St. George, Utah 84790
Attention: Brent M. Facer

25. **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.
26. **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.
27. **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, unless such construction would alter the fundamental purposes of this Agreement.
28. **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.
29. **Attorneys' Fees.** In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement resulting in litigation brought by either Party, the prevailing Party in such litigation shall be entitled, in addition to other relief ordered by the court, to reasonable attorneys' fees and costs.
30. **Further Assurances.** After the Closing, each Party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

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

SELLER: MB MEDIA GROUP, INC.

By: _____
Jerold W. Johnson, President

BUYER: WOODS COVE, LTD

**By: RADCLIFFE & ASSOCIATES,
ITS GENERAL PARTNER**

By: _____
Brent M. Facer

Schedule 1(a)

Licenses

(See Attached)

United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER STATION
CONSTRUCTION PERMIT

Authorizing Official:

Official Mailing Address:

MB MEDIA GROUP, INC.
2666 PROMENADE CIRCLE
SALT LAKE CITY UT 84121

James D. Bradshaw
Deputy Chief
Audio Division
Media Bureau

Facility Id: 158438

Call Sign: K242BV

Permit File Number: BNPFT-20080620AJB

Grant Date: February 06, 2009

This permit expires 3:00 a.m.
local time, 36 months after the
grant date specified above.

This Permit Modifies Permit No.: BNPFT-20030317MUS

Commission rules which became effective on February 16, 1999, have a bearing on this construction permit. See Report & Order, Streamlining of Mass Media Applications, MM Docket No. 98-43, 13 FCC RCD 23056, Para. 77-90 (November 25, 1998); 63 Fed. Reg. 70039 (December 18, 1998). Pursuant to these rules, this construction permit will be subject to automatic forfeiture unless construction is complete and an application for license to cover is filed prior to expiration. See Section 73.3598.

Name of Permittee: MB MEDIA GROUP, INC.

Principal community to be served: UT-ST. GEORGE

Primary Station: KJUL (FM) , Channel 284, MOAPA VALLEY, NV

Via: Direct - off-air

Frequency (MHz): 96.3

Channel: 242

Hours of Operation: Unlimited

Call sign: K242BV

Permit No.: BNPFT-20080620AJB

Antenna Coordinates: North Latitude: 37 deg 06 min 54 sec
West Longitude: 113 deg 34 min 23 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's

Antenna type: (directional or non-directional): Non-Directional

Major lobe directions (degrees true): Not Applicable

	Horizontally Polarized Antenna:	Vertically Polarized Antenna:
Effective radiated power in the Horizontal Plane (kw):	0.115	0.115
Height of radiation center above ground (Meters):	28	28
Height of radiation center above mean sea level (Meters):	961	961

Antenna structure registration number: 1209359

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.
- 2 Prior to commencing program test operations, FM Translator or FM Booster permittee must have on file at the Commission, FCC Form 350, Application for an FM Translator or FM Booster Station License, pursuant to 47 C.F.R. Section 74.14.

*** END OF AUTHORIZATION ***