

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of March 26, 2007 by and between Educational Communications of Colorado Springs, Inc., a Colorado non-profit corporation ("Seller") and Cedar Cove Broadcasting, Inc., a Colorado non-profit corporation ("Buyer").

W I T N E S S E T H

WHEREAS, Seller is the permittee of FM Translator Stations K221EB, Granby and K221EA, Estes Park and licensee of FM Translator Station K203BQ, Steamboat Springs, Colorado (the "Translator Stations") pursuant to certain licenses, permits, authorizations and approvals (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC"); and

WHEREAS, Seller desires to assign its FCC Authorizations related to the Translator Stations to Buyer, subject to the consent of the FCC and the terms of this Agreement.

WHEREAS, Seller is willing to sell to Buyer and Buyer is willing to purchase from Seller, substantially all of the assets, business and rights of Seller related to the conduct of the Translator Stations on the terms and subject to the conditions set forth herein; and

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 I

SALE AND PURCHASE

Section 1.1 Station Assets. Subject to and in reliance upon the representations, warranties and agreements herein set forth, and subject to the terms and conditions herein contained, Seller shall grant, convey, sell, assign, transfer and deliver to Buyer on the Closing Date (as hereinafter defined), and Buyer shall purchase and accept from Seller, all interests of Seller in all properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description, wherever located, including its business and goodwill (except for Excluded Assets as defined in Section 1.2) used or held for use in the business and operations of the Translator Stations (the "Station Assets"). Without limiting the foregoing, the Station Assets shall include the following:

(a) Licenses, Permits and Authorizations. All of the FCC Authorizations issued with respect to the Translator Stations including, without limitation, all rights in and of the Translator Stations call letters and any variations thereof, and all of those FCC Authorizations listed and described on Schedule 1.1(a) attached hereto, and all applications therefor, together with any renewals or extensions thereof and additions thereto.

(b) Tangible Personal Property. All interests of Seller as of the date of this Agreement in all equipment, electrical devices, antennas, cables, vehicles, furniture, fixtures, office materials and supplies, hardware, tools, spare parts, and other tangible personal property of every kind and description, used or held for use in connection with the business and operations of the Translator Stations including, but not limited to those listed and described on Schedule 1.1(b) attached hereto, and any additions and improvements thereto between the date of this Agreement and the Closing Date (collectively, the “Tangible Personal Property”).

(c) Real Property. All interests of Seller as of the date of this Agreement in all land, leaseholds, licenses, rights-of-way, easements and other interests of every kind and description in and to all of the real property and buildings, towers, transmitters, antennae, fixtures and improvements thereon, used or held for use in the business or operations of the Translator Stations including those listed and described on Schedule 1.1(c) attached hereto, and any additions and improvements thereto between the date of this Agreement and the Closing Date (collectively, the “Real Property”).

(d) Contracts. All of Seller’s rights in and under those contracts, agreements, leases and legally binding contractual rights of any kind, written or oral, relating to the ownership and operation of the Translator Stations which are listed on Schedule 1.1(d) attached hereto (the “Contracts”).

(e) Intangible Property. All interests of Seller as of the date of this Agreement in all trademarks, trade names, service marks, copyrights, franchises, patents, jingles, slogans, logotypes, trade secrets, internet addresses, domain names, telephone numbers and other intangible rights, used or held for use in connection with the business or operations of the Translator Stations (collectively, the “Intangible Property”).

(f) Files and Records. All FCC logs and other records that relate to the operation of the Translator Stations, and all files and other records of Seller relating to the business and operations of the Translator Stations (other than duplicate copies of such files (“Duplicate Records”)) including, without limitation, all schematics, blueprints, engineering data, customer lists, reports, specifications, projections, statistics, promotional graphics, original art work, mats, plates, negatives and other advertising, marketing or related materials, and all other technical and financial information concerning the Translator Stations and the Station Assets, if any.

(g) Claims. Any and all claims and rights against third parties if and to the extent that they relate to the operation of the Station Assets after the Closing Date including, without limitation, all rights under manufacturers’ and vendors’ warranties.

(h) Goodwill. All of Seller’s goodwill in, and related to the Translator Stations.

Section 1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title and interest therein (the “Excluded Assets”):

(a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, money market accounts and all such similar accounts or investments.

(b) Seller's corporate and trade names, charter documents, and books and records relating to the organization, existence or ownership of Seller, duplicate copies of the records of the Translator Stations, and all records not relating to the operation of the Translator Stations.

(c) any claims, rights and interest in and to any refunds of Federal, state or local franchise, income or other taxes or fees for any period prior to the Closing Date.

(d) contracts of insurance and any insurance proceeds or insurance claims made by Seller relating to Station Assets repaired, replaced or restored by Seller prior to the Closing Date and conveyed to Buyer hereunder.

(e) All deposits and prepaid expenses.

(f) All pension, profit sharing, retirement, bonus, medical, dental, life, accident insurance, disability, executive or deferred compensation, and other similar fringe or employee benefit plans.

Section 1.3 Liabilities.

(a) The Station Assets shall be sold and conveyed to Buyer free and clear of all mortgages, liens, deeds of trust, security interests, pledges, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type whatsoever (collectively, "Liens") except: (i) liens for taxes not yet due and payable; (ii) the post-Closing obligations of Seller that Buyer shall assume under Real Property leases and Contracts assigned to it, if any, that are listed on Schedules 1.1(c) and 1.1(d); (iii) Liens of record, if any, listed on Schedule 1.1(c) hereto, that, individually or in the aggregate, do not detract from the value of the property subject thereto in any material respect and do not impair the operations of the owner thereof in any material respect; and (iv) rights reserved to any governmental authority to regulate the affected property (collectively, the "Permitted Encumbrances").

(b) On and after the Closing Date, Seller shall assign and Buyer shall assume and undertake to pay, satisfy and discharge the liabilities, obligations and commitments of Seller arising or accruing on or after the Closing Date under the Real Property leases and Contracts listed on Schedules 1.1(c) and 1.1(d) hereto.

(c) Except as otherwise specifically provided in this Agreement, Buyer shall not assume or be liable for, and does not undertake to attempt to, assume or discharge: (i) any liability or obligation of Seller arising out of or relating to any contract, lease agreement, or instrument; (ii) any liability or obligation of Seller arising out of or relating to any employee benefit plan or otherwise relating to employment; (iii) any liability or obligation of Seller arising out of or relating to any litigation, proceeding or claim (whether or not such litigation, proceeding or claim is pending, threatened or asserted before, on or after the Closing Date) relating to any event (whether

by act or omission) prior to the Closing Date; (iv) any other liabilities, obligations, debts or commitments of Seller whatsoever, whether accrued now or hereafter, whether fixed or contingent, whether known or unknown or (v) any claims asserted against the Translator Stations or the Station Assets to the extent relating to any event (whether by act or omission) prior to the Closing Date including, without limitation, the payment of all taxes.

(d) Buyer does not assume, and shall in no event be liable for any liability or obligation arising (i) from the assignment to Buyer of any Contract in violation of its terms or (ii) from any other breach or default by Seller upon or prior to Closing under any Contract.

(e) Buyer does not assume, and shall in no event be liable for, any liability of the Translator Stations or Seller, including, without limitation any liabilities or obligations to former or current officers, directors, employees, shareholders or affiliates of Seller, including any liabilities or obligations of Seller in connection with any employment agreements or contracts, employee benefit plans or collective bargaining, labor or employment agreements or other similar arrangements or obligations in respect of retiree health benefits.

(f) To the extent that any retirement, pension or thrift plans, individual or supplemental pension or accrued compensation arrangements, contributions to hospitalization or other health or life insurance programs, incentive plans, bonus arrangements and disability and termination arrangements or policies for employees of the Translator Stations or Seller exist, Seller acknowledges and covenants that Buyer will have no obligations of any kind under such plans.

Section 1.4 Closing. The consummation of the sale and purchase of the Station Assets provided for in this Agreement (the "Closing") shall take place at a date, time, and place as Buyer and Seller shall mutually agree and shall occur no later than ten (10) business days after the date the FCC Consent (as defined in Section 10.5) for the Application (as defined in Section 10.5) becomes "Final," subject to the satisfaction or waiver of the conditions set forth in Articles VI and VII below (other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing). For purposes of this Agreement, the term "Final" shall mean an FCC Consent which has not been reversed, stayed, enjoined, set aside, annulled or suspended; with respect to which no timely request for stay, petition for rehearing, appeal or certiorari or sua sponte action of the FCC with comparable effect shall be pending; and as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such sua sponte action by the FCC shall have expired or otherwise terminated. Alternatively, the Closing may take place at such other place, time, or date as the parties may mutually agree upon in writing. The date on which the Closing is to occur is referred to herein as the "Closing Date."

ARTICLE II

PURCHASE PRICE

Section 2.1 Buyer shall pay Seller for the Station Assets the amount of Eighty Five Thousand Dollars (\$85,000.00) (the "Purchase Price"), which shall be paid as follows:

(a) Upon execution of this Agreement, Buyer shall deliver to Seller by certified or bank cashier's check or wire transfer of immediately available federal funds a non-refundable good faith deposit of Ten Thousand Dollars (\$10,000.00) (the "Good Faith Deposit") to secure Buyer's performance under this Agreement. At the Closing, the Good Faith Deposit shall be credited toward the Purchase Price for the Station Assets collectively known as the Translator Stations.

(b) On the Closing Date, Seller shall deliver to Buyer the balance of the Purchase Price by certified or bank cashier's check or wire transfer of immediately available federal funds to an account designated by Seller.

Section 2.2 Prorations. The parties agree to prorate all expenses arising out of the operation of the Translator Stations which are incurred, accrued or payable, as of 11:59 p.m. local time of the day preceding the Closing. On the Closing Date, the prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within sixty (60) days after the Closing Date.

Section 2.3 Allocations. On or before the Closing Date, Seller and Buyer shall mutually determine an allocation of Purchase Price among the Assets that complies with Section 1060 of the Internal Revenue Code of 1986, as amended. Thirty thousand dollars of the purchase price shall be attributable to the Estes Park translator, the same amount shall be attributable to the Steamboat Springs translator and twenty five thousand dollars shall be attributable to the Grandby.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

Section 3.1 Status. Seller is a Colorado non-profit corporation, duly incorporated, validly existing and in good standing under the laws of the State of Colorado. Seller has the requisite corporate power to carry on the business of the Translator Stations as it is now being conducted and to own and operate the Translator Stations, and Seller has the requisite corporate power to enter into and complete the transactions contemplated by this Agreement (the "Subject Transaction").

Section 3.2 Authority. All corporate actions necessary to be taken by or on the part of Seller in connection with the Subject Transaction have been duly and validly taken, and this Agreement has been duly and validly authorized, executed, and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as may be limited by bankruptcy laws and general principles of equity.

Section 3.3 No Conflict. The execution, delivery and performance of this Agreement by Seller and the consummation of the Subject Transaction by Seller will not (a) conflict with or

violate the articles of incorporation or bylaws of Seller; (b) conflict with or violate or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any Contract to which Seller is a party or by which it is bound, or by which the Translator Stations or the Station Assets may be affected, or result in the creation of any Lien upon the Assets; or (c) violate any judgment, decree, order, statute, law, ordinance, rule or regulation applicable to Seller, the Translator Stations or the Station Assets.

Section 3.4 Contracts. All Contracts which relate to the Station Assets, to which Seller is a party to or bound by, or which are used in, related to or necessary for the business and operations of the Translator Stations are described on Schedules 1.1(c), and 1.1(d). Seller has delivered to Buyer true and complete copies of all Contracts listed on Schedules 1.1(c), and 1.1(d).

Section 3.5 No Breach. Seller is not in violation or breach of any of the material terms, conditions or provisions of any Contract, or any court order, judgment, arbitration award, or decree relating to or affecting the Translator Stations or the Station Assets to which Seller is a party or by which it is bound.

Section 3.6 Licenses. Seller is the holder of the respective FCC Authorizations listed and described on Schedule 1.1(a). Such FCC Authorizations constitute all of the licenses, authorizations and approvals required under the Communications Act of 1934, as amended (the "Communications Act"), or the rules, regulations and written policies of the FCC for, and used in the operation of, the Station. The FCC Authorizations are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. There is not pending or, to Seller's knowledge, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or modify any of the FCC Authorizations (other than rulemaking proceedings and proceedings of general applicability to the radio broadcast industry), and there is not now issued or outstanding or pending or, to Seller's knowledge, threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint against Seller or the Translator Stations. The Translator Stations are in material compliance with the FCC Authorizations, the Communications Act, and the rules, regulation and written policies of the FCC

Section 3.7 Additional FCC Matters.

(a) With respect to the Translator Stations, Seller is operating only those facilities for which an appropriate FCC Authorization has been obtained and is in effect, and Seller is meeting the conditions of each such FCC Authorization.

(b) Seller is not aware of any facts indicating that Seller is not in compliance with all material requirements of the FCC, the Communications Act, or any other applicable federal, state and local statutes, regulations and ordinances with respect to the Translator Stations. Seller is not aware of any facts and Seller has not received any notice or communication, formal or informal, indicating that the FCC is considering revoking, suspending, canceling, rescinding or terminating any FCC Authorization.

Section 3.8 Approvals and Consents. Except as described on Schedule 3.8 hereto, the execution, delivery and performance by Seller of this Agreement and the consummation by it of the Subject Transaction will not require any consent, permit, license or approval of, or filing with or notice to, any person, entity or governmental or regulatory authority under any provision of law applicable to Seller or any Contract or Real Property lease, except as contemplated by Section 10.5 (Application for FCC Consent).

Section 3.9 Station Assets. The Station Assets constitute all of the assets, with the exception of capital and the Excluded Assets, necessary to conduct the present operations of the Station. Schedule 1.1(b) contains a description of all material items of Tangible Personal Property. Seller has good, valid and marketable title to all of the Station Assets, free and clear of all Liens (other than Permitted Encumbrances). Each item of Tangible Personal Property used in the operation of the Translator Stations, including, without limitation, all equipment and electrical devices, is in good operating condition (reasonable wear and tear excepted), is free from material defect and damage, is functioning in the manner and for the purposes for which was intended, has been maintained in accordance with the regulations of the FCC, and does not require any repairs other than normal routine maintenance.

Section 3.10 Real Property.

(a) Schedule 1.1(c) contains descriptions of all Real Property leased by Seller or used or held for use in connection with the business and operations of the Translator Stations and leases or licenses or other rights to possession of any real property so used or held which identifies the particular property used for the Station's studio and transmitter sites.

(b) With respect to the written lease of Real Property listed on Schedule 1.1(c) hereto pursuant to which Seller leases space on the Translator Stations' towers, (i) each such lease is in full force and effect, and is valid, binding and enforceable in accordance with its terms and (ii) all accrued and currently payable rents and other payments required thereunder have been paid. Except as set forth in Schedule 3.8 hereto, no third party consent or approval is required for the assignment of any such lease to Buyer, or for the consummation of the Subject Transaction.

Section 3.11 Litigation. Except as disclosed in Schedule 3.11, there are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or, to its knowledge, threatened against, the Translator Stations or Seller relating to or affecting the Translator Stations or the Station Assets nor, to the knowledge of Seller, is there any basis for any such suit, arbitration, administrative charge or other legal proceeding, claim or governmental investigation.

Section 3.12 Intangible Property. Seller has all right, title and interest in and to all material Intangible Property used in the operation of the Translator Stations. Seller has not received any notice of any claim that any Intangible Property or the use thereof conflicts with, or infringes upon, any rights of any third party (and to Seller's knowledge, there is no basis for any such claim of conflict).

Section 3.13 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the Subject Transaction as a result of any agreement of, or action taken by, Seller.

Section 3.14 Disclosure. No provision of this Agreement (including the Schedules and Exhibits attached hereto), or any document or agreement delivered or made pursuant to the terms of this Agreement, relating to Seller, the Translator Stations or the Station Assets, knowingly contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact required to be stated in order to make the state, in light of the circumstances in which it is made, not misleading.

Section 3.15 Compliance with Law. The Translator Stations, the Station Assets and Seller with respect to the Translator Stations and the Station Assets, are in all material respects in compliance with all requirements of law, federal, state and local, and all requirements of all governmental bodies or agencies having jurisdiction over any of them, the operation of the Translator Stations, its use of the Station Assets and the Real Property. Seller has not received any notice from any federal, state or municipal authority or any insurance or inspection body that any of its properties, facilities, equipment or business procedures or practices with respect to the Translator Stations or the Station Assets fails to comply with any applicable law, ordinance, regulation, building or zoning law, or requirement of any public authority or body.

Section 3.16 Labor. Seller has complied in all material respects with all laws relating to the employment of labor. Seller is not a party to any contract or agreement with any labor organization, nor has Seller agreed to recognize any union or other collective bargaining unit, nor has any union or other collective bargaining unit been certified as representing any of the employees of the Translator Stations. Seller has no knowledge of any organizational effort currently being made or threatened by or on behalf of any labor union with respect to employees of Seller at the Translator Stations, except such plans of Seller applicable to employees of Seller on a general basis. Buyer shall not be obligated to continue the employment of any current employees of the Translator Stations and shall not assume and will be free of all liabilities of any kind in connection with any such employees whose employment is not continued by Buyer as of the Closing Date.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

Section 4.1 Status. Buyer is a Colorado non-profit corporation, duly incorporated, validly existing and in good standing under the laws of the State of Colorado. Buyer has the requisite corporate power to enter into and complete the Subject Transaction.

Section 4.2 Authority. All corporate actions necessary to be taken by or on the part of Seller in connection with the Subject Transaction have been duly and validly taken, and this Agreement has been duly and validly authorized, executed, and delivered by Buyer and constitutes

the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as may be limited by bankruptcy laws and general principles of equity.

Section 4.3 No Conflict. The execution, delivery and performance of this Agreement by Seller and the consummation of the Subject Transaction by Buyer will not (a) conflict with or violate the articles of incorporation or bylaws of Buyer; (b) conflict with or violate or result in any breach of or any default under, result in any termination or modification of, or cause any acceleration of any obligation under, any contract to which Buyer is a party or by which it is bound or (c) violate any judgment, decree, order, statute, law, ordinance, rule or regulation applicable to Buyer.

Section 4.4 Qualifications.

(a) With respect to the Translator Stations, Buyer is operating or will operate only those facilities for which an appropriate FCC Authorization has been obtained and is in effect, and Buyer is meeting the conditions of each such FCC Authorization, including, without limitation, the payment of any and all fees.

(b) Buyer is legally, financially and otherwise qualified to be the licensee of, own and operate a broadcast station under the Communications Act and the rules and policies of the FCC. There are no facts that would, under existing law and the rules and policies of the FCC, disqualify Buyer as licensee, owner and operator of a station. There is no action, suit or proceeding pending or threatened against Buyer which questions the legality of the Subject Transaction or could adversely affect the ability of Buyer to perform its obligations hereunder.

Section 4.5 Brokers. There is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement or the Subject Transaction as a result of any agreement of, or action taken by, Buyer.

ARTICLE V

COVENANTS OF SELLER

Seller covenants and agrees that from the date hereof until the completion of the Closing:

Section 5.1 Operation of the Business.

(a) Seller shall operate and prior to the Closing, is operating the Translator Stations in accordance with the terms of the FCC Authorizations and in compliance in all material respects with all applicable laws, rules and regulations and all applicable FCC rules and regulations. Seller shall maintain the FCC Authorizations in full force and effect and shall timely file and prosecute any necessary applications for renewal of the FCC Authorizations. Seller will deliver to Buyer, within ten (10) business days after filing, copies of any reports, applications or responses to the FCC related to the Translator Stations which are filed after the date hereof until the Closing Date.

(b) Nothing contained in this Agreement shall give Buyer any right to control the programming, operations or any other matter relating to the Translator Stations prior to the Closing Date, and Seller shall have complete control of the programming, operations and all other matters relating to the Translator Stations up to the Closing Date.

(c) Seller shall keep all Tangible Personal Property in good operating condition (ordinary wear and tear excepted) and repair and maintain adequate and usual supplies of inventory, office supplies, spare parts and other materials as have been customarily maintained in the past.

(d) Seller shall not, by any act or omission, knowingly cause any of the representations and warranties set forth in Article III to become untrue or incorrect in any material respect, and Seller shall use commercially reasonable efforts to cause the conditions to Closing set forth in Article VII to be satisfied, and ensure that the Subject Transaction shall be consummated as set forth herein.

Section 5.2 Representations and Warranties. Seller shall give written notice in reasonable detail to Buyer promptly upon learning of the occurrence of any event that would cause or constitute a material breach, or that would have caused a material breach had such event occurred or been known to Seller prior to the date hereof, of any of Seller's representations or warranties contained in this Agreement.

Section 5.3 Notice of Proceedings. Seller will promptly notify Buyer in writing upon: (a) becoming aware of any order or decree or any complaint praying for an order or decree restraining or enjoining the consummation of this Agreement or the Subject Transaction; or (b) receiving any notice from any governmental department, court, agency or commission of its intention (i) to institute an investigation into, or institute a suit or proceeding to restrain or enjoin, the consummation of this Agreement or the Subject Transaction, or (ii) to nullify or render ineffective this Agreement or the Subject Transaction if consummated.

Section 5.4 Consummation of Agreement. Seller shall not take any action that would make the consummation of the Subject Transaction contrary to the Communications Act or the rules, regulations or policies of the FCC.

Section 5.5 Consents. On or before the Closing Date, Seller shall use all reasonable efforts to obtain, if required, the consents to assignment of any Real Property leases from the landlords of each such lease. On or before the Closing Date, Seller shall use all reasonable efforts to obtain, if required, the consents to assignment of any of Seller's rights in and under those contracts, agreements, leases and legally binding contractual rights of any kind, written or oral, relating to the ownership and operation of the Translator Stations which are listed on Schedule 1.1(d) attached hereto (the "Contracts").

Section 5.6 Confidentiality. Any and all information, disclosures, knowledge or facts regarding Buyer or its business or properties to which Seller is exposed as a result of the negotiation, preparation or performance of this Agreement shall be confidential and shall not be divulged, disclosed or communicated to any other person, firm, corporation or entity, except for

Seller's employees, attorneys, accountants, investment bankers, investors and lenders, and their respective attorneys, on a need-to-know basis for the purpose of consummating the Subject Transaction.

ARTICLE VI

CONDITIONS TO THE OBLIGATIONS OF SELLER

The obligations of Seller under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

Section 6.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Buyer contained in this Agreement shall have been true and correct in all material respects as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct in all material respects.

(b) Buyer shall have performed, and complied with, in all material respects each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

Section 6.2 Proceedings.

(a) Neither Seller nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the Subject Transaction.

(b) In the event such a restraining order or injunction is in effect, this Agreement may not be abandoned by Seller pursuant to this Section 6.2 prior to the Closing Date (as defined below), but the Closing shall be delayed during such period. This Agreement may be abandoned after the Closing Date if such restraining order or injunction remains in effect. Seller shall take all commercially reasonable steps to have any such order dissolved or terminated in order to effectuate the Closing.

Section 6.3 FCC Authorization. The FCC Consent shall have become Final, unless such finality is waived by Buyer.

Section 6.4 Deliveries. Buyer shall have complied with each and every one of its obligations set forth in Section 8.2.

ARTICLE VII

CONDITIONS TO THE OBLIGATIONS OF BUYER

The obligations of Buyer under this Agreement are, at its option, subject to the fulfillment of the following conditions prior to or on the Closing Date:

Section 7.1 Representations, Warranties and Covenants.

(a) Each of the representations and warranties of Seller contained in this Agreement shall have been true and correct in all material respects as of the date when made and shall be deemed to be made again on and as of the Closing Date and shall then be true and correct in all material respects.

(b) Seller shall have performed, and complied with, in all material respects, each and every covenant and agreement required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

Section 7.2 Proceedings.

(a) Neither Seller nor Buyer shall be subject to any restraining order or injunction restraining or prohibiting the consummation of the Subject Transaction.

(b) In the event such a restraining order or injunction is in effect, this Agreement may not be abandoned by Buyer pursuant to this Section 7.2 prior to the Closing Date, but the Closing shall be delayed during such period. This Agreement may be abandoned after the Closing Date if such restraining order or injunction remains in effect. Buyer shall take all commercially reasonable steps to have any such order dissolved or terminated in order to effectuate the Closing.

Section 7.3 FCC Authorization. The FCC Consent shall have been issued without any condition materially adverse to Buyer.

Section 7.4 Deliveries. Seller shall have complied with each and every one of their obligations set forth in Section 8.1.

Section 7.5 Third Party Consents. Seller shall have obtained all required third party consents set forth on Schedule 3.8 hereto.

ARTICLE VIII

ITEMS TO BE DELIVERED AT THE CLOSING

Section 8.1 Seller's Closing Deliveries. At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance satisfactory to Buyer and its counsel:

(a) A Bill of Sale, and other instruments of transfer and conveyance, dated the Closing Date, in form and substance so as to effectively and legally transfer and assign to Buyer the Tangible Personal Property and effectively vest in Buyer good and marketable title to the Tangible Personal Property.

(b) An Assignment and Assumption of the Station's FCC Authorizations and Contracts.

(c) One or more Assignment and Assumption Agreements for any Real Property leases, duly executed by Seller.

(d) Consents to assignment of the Real Property leases, if required therein, executed by the Landlords thereof.

(e) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Buyer shall reasonably request, each in form and substance satisfactory to Buyer and its counsel.

8.2 Buyer's Closing Deliveries. Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(a) The payment to be made pursuant to Section 2.1 hereof.

(b) An Assignment and Assumption of the Station's FCC Authorizations and Contracts.

(c) One or more Assignment and Assumption Agreements for any Real Property leases, duly executed by Buyer.

(d) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement, including a general warranty deed for any real property to be conveyed, or as Seller shall reasonably request, each in form and substance satisfactory to Seller and its counsel.

ARTICLE IX

INDEMNIFICATION

Section 9.1 Seller Indemnification. Following the Closing Seller shall indemnify, defend and hold harmless Buyer and Buyer's agents and employees with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorney's fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Buyer directly or indirectly relating to or arising out of: (i) the breach by Seller of any of its

representations or warranties that survive the Closing, or failure by Seller to perform any of its covenants, conditions or agreements set forth in this Agreement that survive the Closing; (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station prior to the Closing; and (iii) any and all claims, liability and obligations of any nature, absolute or contingent relating to the Excluded Assets.

Section 9.2 Buyer Indemnification. Following the Closing Buyer shall indemnify, defend and hold harmless Seller and Seller's agents and employees with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Seller directly or indirectly relating to or arising out of: (i) the breach by Buyer of any of its representations, warranties, or failure by Buyer to perform any of its covenants, conditions or agreements set forth in this Agreement; and (ii) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station as conducted by Buyer subsequent to the Closing.

Section 9.3 Indemnification Procedures. If either party hereto (the "Indemnatee") receives notice or otherwise obtains knowledge of any matter with respect to which another party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnatee under this Section 9.3, then the Indemnatee shall within thirty (30) days of such notice or knowledge, deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnatee in connection therewith. If such notice is not received by the Indemnifying Party by the Indemnatee within such thirty (30) day period, the Indemnatee shall waive rights to such indemnification by the Indemnifying Party. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided such counsel is reasonably satisfactory to the Indemnatee. If the Indemnifying Party elects to assume the defense of such matter, (i) the Indemnatee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (ii) the Indemnifying Party shall keep the Indemnatee informed of all material developments and events relating to such matter, and (iii) the Indemnatee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

Section 9.4 Term. The several representations and warranties of Seller and Buyer contained in or made pursuant to this Agreement shall expire on the date that is one (1) year after the Closing Date.

ARTICLE X

MISCELLANEOUS

Section 10.1 Termination. This Agreement may be terminated at any time prior to Closing, subject to the last sentence of this Section 10.1: (a) by the mutual consent of Seller and Buyer; (b) by Buyer or Seller, if the FCC has denied the approvals contemplated by this Agreement in an order which has become Final, provided the terminating party has not, through breach of a representation, warranty or covenant, prevented the Closing from occurring on or before such

date; (c) by Buyer or Seller, if the Closing has not taken place within one year from the date of this Agreement (the "Final Closing Date") for reasons other than through the failure of the party seeking to terminate this Agreement to comply fully with its obligations under this Agreement; (d) by Buyer, if on the Closing Date, Seller has failed to satisfy the conditions set forth herein and Buyer is itself not in breach; (e) by Buyer, if Seller has failed to cure a material breach of any of its representations, warranties or covenants under this Agreement by the earlier of the Closing Date, or fifteen (15) business days after it receives notice from Buyer of such breach and Buyer itself is not in breach; (f) by Seller, if on the Closing Date, Buyer has failed to satisfy the conditions set forth herein and Seller itself is not in breach; or (g) by Seller, if Buyer has failed to cure a material breach of any of its representations, warranties or covenants under this Agreement by the earlier of the Closing Date, or within fifteen (15) business days after it receives notice from Seller of such breach and Seller itself is not in breach. Any termination pursuant to any provision of this Section 10.1 shall not relieve any party of any liability it would otherwise have for a breach of this Agreement occurring prior to termination. If this Agreement is terminated by Seller pursuant to Sections 10.1(f) or (g), Seller's sole and exclusive remedy shall be the right to claim and keep the Good Faith Deposit as liquidated damages. The parties acknowledge and agree that the liquidated damages provided in this Section bear a reasonable relationship to the anticipated harm which would be caused by Buyer's breach and failure to close under the terms of the Agreement. The parties further acknowledge and agree that the amount of actual loss caused by Buyer's breach of this Agreement is incapable and difficult of precise estimation and that Seller would not have a convenient and adequate alternative to liquidated damages hereunder. If this Agreement is terminated pursuant to Sections 10.1(a) through (e) and Buyer is not in material breach of this Agreement, the Good Faith Deposit and all earnings thereon shall be returned to Buyer.

Section 10.2 Specific Performance. The parties acknowledge that the Station Assets are of a special, unique and extraordinary character, and that damages are an inadequate remedy for a breach of this Agreement. In the event of a breach or threatened breach by Seller of any representation, warranty, covenant or agreement under this Agreement, Buyer shall be entitled to an injunction restraining any such breach or threatened breach and, subject to obtaining any requisite approval of the FCC, to enforcement of this Agreement by a decree of specific performance requiring Seller to fulfill its obligations under this Agreement. Such right of specific performance or injunctive relief shall be in lieu of Buyer's right to recover damages and to pursue other remedies available for breach. In any action to enforce the provisions of this Agreement, Seller shall waive the defense that there is an adequate remedy at law or equity and agree that Buyer shall have the right to obtain specific performance of the terms of this Agreement without being required to provide actual damages, post bond or furnish other security. In addition, Buyer shall be entitled to obtain from Seller court costs and reasonable attorneys' fees incurred by it in enforcing its rights hereunder. As a condition to seeking specific performance, Buyer shall not be required to have tendered the consideration specified in this Agreement, but shall be ready, willing and able to do so.

Section 10.3 Expenses. Each party hereto shall bear all of its expenses incurred in connection with the Subject Transaction, including, without limitation, accounting and legal fees incurred in connection herewith.

Section 10.4 Further Assurances. From time to time prior to, on and after the Closing Date, each party hereto will execute all such instruments and take all such actions as any other party shall reasonably request, without payment of further consideration, in connection with carrying out and effectuating the intent and purpose hereof and the Subject Transaction, including, without limitation, the execution and delivery of any and all confirmatory and other instruments in addition to those to be delivered on the Closing Date, and any and all actions which may reasonably be necessary to complete the Subject Transaction. The parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement.

Section 10.5 Application for FCC Consent. As soon as possible (but in no event later than five (5) business days after the date of this Agreement), Seller and Buyer shall file an application with the FCC (the "Application") requesting the FCC's written consent to the assignment of the Station FCC Authorization to Buyer. Seller shall diligently take all reasonable steps that are necessary, proper or desirable to expedite the prosecution of the Application to a favorable conclusion. Seller shall promptly provide Buyer with a copy of any pleading, order or other document served on Seller relating to the Application. The FCC's initial written consent or "staff grant", to the Application is referred to herein as the "FCC Consent."

ARTICLE XI

GENERAL PROVISIONS

Section 11.1 Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective representatives, successors and assigns. Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other.

Section 11.2 Amendments; Waivers. The terms, covenants, representations, warranties and conditions of this Agreement may be changed, amended, modified, waived, or terminated only by a written instrument executed by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right of such party at a later date to enforce the same. No waiver by any party of any condition or the breach of any provision, term, covenant, representation or warranty contained in this Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

Section 11.3 Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by facsimile communications equipment, delivered by such equipment, addressed as set forth below:

(a) if to Seller, then to:

Dr. Ronald A. Johnson
Educational Communications of Colorado Springs, Inc.
1665 Briargate Boulevard
Colorado Springs, CO 80920
Fax: (719) 590-1858

with a copy (which shall not constitute notice) to:

Lee J. Peltzman, Esq.
Shainis & Peltzman, Chartered
1850 M Street, N.W., Suite 240
Washington, D.C. 20036
Fax: (202) 293-0810

(b) if to Buyer, then to:

Victor A. Michael, Jr.
Cedar Cove Broadcasting, Inc.
1063F Big Thompson Canyon Road
Loveland, CO 80537
Fax: (970) 669-0800

with a copy (which shall not constitute notice) to:

A. Wray Fitch, III, Esq.
Timothy R. Obitts, Esq.
Gammon & Grange, P.C.
8280 Greensboro Drive, 7th Floor
McLean, VA 22102-3807
Fax: (703) 761-5023

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Any such notice or communication shall be deemed to have been received (i) when delivered, if personally delivered, (ii) when sent, if sent by facsimile on any day that is not a Saturday, Sunday or legal holiday, or, if not sent on a business day, on the next business day after the date sent by facsimile and (iii) on the next business day after dispatch, if sent by nationally recognized, overnight courier guaranteeing next business day delivery.

Section 11.4 Captions; References. The captions of Articles and Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement. References to an "Article" or "Section" when used without further attribution shall refer to the particular article or section of this Agreement.

Section 11.5 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Colorado, without giving effect to principles of conflict of laws.

Section 11.6 Entire Agreement. This Agreement, together with all Exhibits and Schedules attached hereto, constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof. This Agreement has been prepared by all of the parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any party hereto.

Section 11.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

Section 11.8 No Waiver. No provision or condition of this Agreement shall be waived by either party hereto except by a written instrument delivered to the other party and signed by the party consenting to and to be charged with such waiver.

Section 11.9 Litigation Expenses. If a formal legal proceeding is instituted by a party to enforce that party's rights under this Agreement, the prevailing party in the proceeding shall be

reimbursed by the other party for all reasonable costs incurred thereby, including but not limited to reasonable attorney's fees.

Section 11.10 Expenses. Except as otherwise provided herein, each party shall be solely responsible for all fees and expenses each party incurs in connection with the transaction contemplated by this Agreement, including, without limitation, legal fees incurred in connection herewith.

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**EDUCATIONAL COMMUNICATIONS OF
COLORADO SPRINGS, INC.**

By: 

Name: Dr. Ronald A. Johnson

Title: Chairman

CEDAR COVE BROADCASTING, INC.

By: _____

Name: Victor A. Michael, Jr.

Title: President

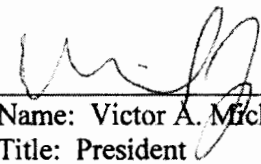
SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.

**EDUCATIONAL COMMUNICATIONS OF
COLORADO SPRINGS, INC.**

By: _____
Name: Dr. Ronald A. Johnson
Title: Chairman

CEDAR COVE BROADCASTING, INC.

By:  _____
Name: Victor A. Michael, Jr.
Title: President