

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated this 25th day of April, 2007, by and between Green Valley Broadcasters, Inc. ("Seller"), and KGVY, LLC., ("Purchaser"):

RECITALS

A. Seller is the licensee and operator of Standard Broadcast Station KGVY, 1080 kHz, Green Valley, AZ, Facility ID 14662, (the "Station"). and

B. Seller desires to convey and Purchaser desires to acquire certain assets, authorizations and goodwill of the Station to serve the public interest, convenience and necessity, on the terms and conditions set forth below.

C. The grant by the Federal Communications Commission (the "FCC" or the "Commission") of an application on FCC Form 314 for Commission consent for assignment of licenses of the Station (the "FCC Consent"), which application will contain this Agreement, is an express condition precedent to the obligations of all parties hereto to perform pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual agreements of the parties set forth below, the parties hereto agree as follows:

1. **Assets to Be Sold.** Upon the terms and conditions set forth in this Agreement, on the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Purchaser free and clear of all liens, claims, encumbrances, mortgages, pledges, security interests, charges, restrictions, and other liabilities of any kind or character and howsoever arising or assessed ("**Liens**"), except for (i) taxes not yet due and payable to the extent credited through the prorations noted below, restrictions and the like, none of which impair the use of the Station's assets in the manner they are currently being used, and (ii) any items listed on **Schedule 14(e)** as permitted encumbrances (collectively, "**Permitted Encumbrances**"), all of the assets described as follows (collectively, the "**Assets**"):

(a) **Licenses.** All of Seller's right, title and interest to the licenses granted by the Commission for the operation of the Station, all as listed on **Schedule 1(a)** (the "**Licenses**");

(b) **Land Lease.** Assign Seller's interest in that certain lease for the Tower/Studio site commonly known as 1510 W. Camino Antigua Road, Sahuarita, Arizona as listed in **Schedule 1(b)** ("**Tower/Studio Lease**");

(c) **Station Equipment.** All of Seller's right, title and interest in and to the tangible personal property owned by it and used and/or useful solely in the

operation of the Station, including tower (subject to Tower/Studio Lease), studio/transmitter building and one storage shed (subject to Tower/Studio Lease), transmitting equipment, studio equipment, office equipment, music library, spare parts, supplies, furniture and fixtures of the Station, including without limitation the tangible personal property listed on **Schedule 1(c)**, together with any replacements, improvements or additions thereto made between the date hereof and the Closing Date (collectively, the “Station Equipment”);

(d) **Contracts**. All rights of Seller for the benefit of the Station under any or all agreements, contracts, leases, rights, permits, licenses and other authorizations (collectively, “**Contracts**”) listed in **Schedule 1(d)** except as to those Contracts which will have expired by their own terms or which may have been unilaterally canceled by a party other than Seller, provided that legal rights, if any, accrued to Seller by virtue of any such unilateral cancellation, by a party other than Seller, shall be assigned by Seller to Buyer.

(e) **Intangible Property**. All of Seller’s assignable right, title and interest in and to the call letters “KGVY” and all of Seller’s rights in copyrights, trademarks, trade names, domain names, slogans, logos, service marks, systems, programs, business lists, telephone numbers, post office boxes, e-mail addresses (not including NelsonMultimedia.net), internet addresses and other intangible property rights used or held for use solely in the operation of the Station (collectively, the “**Intangible Property**”);

(f) **Station Records**. Any and all logs pertaining to the Station’s operations, the “public file” required by 47 C.F.R. 73.3526 to be maintained for the Station, and all other records, books of account, customer lists, research studies, catalogues, advertising materials, promotional materials, product warranties and other information relating to the Station and its operations as maintained by Seller, with the exception of personal, corporate organizational records and financial records pertaining to the Seller (collectively, the “**Station Records**”);

(g) **Goodwill**. All goodwill associated with the Station, including without limitation all client lists, music, audience research studies, franchises and any other privileges relating to or of use in the Station, in effect on the date hereof, or any of the foregoing with may be acquired on or before the Closing Date, to the extent permitted by Purchaser (collectively, the “**Goodwill**”);

(h) **Music Society Licenses**. All of Seller’s assignable rights to the Station’s music performance licenses, authorizations and agreements with societies such as ASCAP, BMI and SESAC (collectively, the “**Music Society Licenses**”);

2. **Purchase Price**. In consideration for Seller’s sale of the Assets to Purchaser, and subject to the fulfillment of all warranties, representations and conditions precedent noted in the Agreement, Purchaser shall pay to Seller a total consideration of ONE MILLION ONE HUNDRED THOUSAND DOLLARS AND NO CENTS

(\$1,100,000.00) in lawful money of the United States of America in the following manner:

(a) Escrowed Funds. Upon the signing of the Agreement, Purchaser shall deposit with, Fidelity National Title Agency, Inc. escrow agent designated by Seller (“**Escrow Agent**”), for deposit into an escrow account to be maintained by Escrow Agent in a federally-insured bank or savings institution agreeable to both parties (all interest earned thereon accruing for the account of Purchaser), the sum of TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$225,000.00), the “**Escrowed Funds**”);

(b) Additional Funds. On or before the Closing Date of this transaction, Purchaser shall pay to Escrow Agent the cash sum of EIGHT HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$875,000.00) to be deposited with the Escrowed Funds in an interest bearing account which shall be applied to the purchase price;

(c) Payment of Consideration. With respect to the Escrowed Funds, Escrow Agent shall pay to Seller at the conclusion of the Closing on the Closing Date, the cash sum of ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000.00) by wire transfer of federal funds and FIFTY THOUSAND DOLLARS (\$50,000.00) to the Broker by wire transfer of federal funds. With respect to the interest on the Escrowed Funds, Escrow Agent shall pay all accrued interest as of the Closing Date to Purchaser. The parties shall each bear one-half of the Escrow Agent’s fees, unless otherwise provided below.

(d) Escrow Instructions. This Agreement and **Appendix 1** attached hereto and incorporated by reference herein constitute escrow instructions to Escrow Agent and a fully-executed counterpart of this Agreement shall be deposited with Escrow Agent for that purpose. Escrow Agent is hereby engaged to administer the Escrow in accordance with this Agreement and **Appendix 1**. If required by Escrow Agent, Purchaser and Seller agree to execute Escrow Agent’s usual form of printed escrow instructions for transaction of this type; provided, however, that such printed form escrow instructions (i) shall be for the sole purpose of implementing this Agreement, (ii) shall incorporate this Agreement by reference, and (iii) shall specifically provide that no provision thereof shall have the effect of modifying this Agreement unless it is so expressly stated and initialed on behalf of both Purchaser and Seller. Purchaser and Seller shall also execute such additional instructions as may be reasonably required by Escrow Agent, so long as such instructions are not inconsistent with this Agreement. **IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY PRINTED FORM ESCROW INSTRUCTIONS AND THE PROVISIONS OF THIS AGREEMENT, THE PROVISIONS OF THIS AGREEMENT SHALL CONTROL.**

(e) Information Report. Escrow Agent, as the party responsible for closing the transaction contemplated herein, shall file and Purchaser and Seller agree to

cooperate with Escrow Agent and with each other in completing any IRS Form 1099-B as such may be hereinafter modified or amended by the IRS, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Purchaser and Seller also agree that Purchaser and Seller, their respective employees and attorneys, and Escrow Agent and its employees may disclose to the IRS, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transaction contemplated herein as such party reasonably deems to be required to be disclosed to the IRS by such party pursuant to Code Section 6045(3), and further agree that neither Purchaser nor Seller shall seek to hold any such party liable for the disclosure to the IRS of any such information.

3. Excluded Property. The following property of Seller is expressly not subject of this Agreement, and ownership of the following shall be retained by Seller subsequent to the Closing:

(a) Cash. All of the Station's cash and cash equivalents on hand as of the Closing Date.

(b) Accounts Receivable. All Accounts Receivable of the Seller (a schedule of which Seller shall provide) as of the Closing Date, which are to be collected solely by Buyer on Seller's behalf for a period of 90 days after closing. Buyer shall use all due diligence in collecting said accounts. Amounts of money collected from clients by Buyer owed to Seller shall first be applied to Seller's Accounts Receivable until paid in full and Buyer shall remit recovered funds with a listing of funds collected to Seller each two weeks. Once the 90-day period after closing has concluded, collection of any remaining such accounts shall revert to Seller for collection. If Buyer receives funds after the 90-day period which are intended to satisfy Seller's Accounts Receivable, Buyer will notify Seller with one week and forward funds to Seller within twenty days.

(c) The domain name nelsonmultimedia.net, and all websites and rights of any kind appertaining thereto;

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

4. No Liabilities Assumed. The parties hereto agree and understand that this Agreement is for a sale and purchase of free and clear Assets, subject only to the contracts, leases and regulatory obligations inherent in the Licenses. Therefore, except as specifically agreed to herein, or listed on Schedule 1(d), Purchaser does not assume and it shall not be liable for any debts, liabilities, damages, expenses, taxes, fines, penalties, or other obligations of Seller, whether known or whether the obligations were disclosed by Seller. Without limitation, Purchaser shall not be required to hire any of Seller's employees and Purchaser shall not assume any obligations for Seller's employees, including any compensation, benefit plan obligations, severance payments, insurance

continuation, vacation, state, county and local unemployment compensation, or similar amounts.

5. FCC Consent. The parties acknowledge that the FCC Consent is a condition to the Closing. Within ten business days of executing this application, the parties will prepare and file FCC Form 314 seeking FCC consent to the assignment of the Licenses from Seller to Purchaser. ("FCC Consent Application") Seller and Purchaser shall each pay one-half of the FCC application filing fee. Seller and Purchaser shall diligently take all steps that are necessary, proper or desirable to expedite the prosecution of the FCC application to a favorable conclusion. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC application, shall furnish all information required by the FCC, and shall be represented at all meetings or hearings scheduled to consider the FCC application.

6. Closing Date. Closing shall be on or before the tenth (10th) business day after the date of the FCC Consent has been granted by delegated authority, subject to all the conditions to the Closing having been satisfied or waived. The Closing hereunder shall be held by facsimile, mail and electronic wire transfer of funds or in such other manner as mutually agreed by the parties.

7. Time of the Essence. Time is of the essence in completion and performance of this Agreement and the consummation of the contemplated transactions, including obtaining the FCC Consent.

8. Conditions Precedent to Purchaser's Obligation to Close. The obligations of Purchaser under this Agreement are, at its election, subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions precedent:

(a) Licenses. The Licenses shall be validly existing, subject to expiration on October 1, 2013.

(b) Station Equipment. That the technical facilities of the Station comply in all material respects with the Commission's Rules and Regulations and with the operating parameters specified in the Licenses, and that the Station Equipment listed on Schedule 1(c) be in normal working condition as it was on the date this Agreement was entered into, reasonable wear and tear excepted;

(c) Compliance. That as of the Closing Date:

(i) Station does not have any notices from any governmental authority regarding condemnation in respect to any of the Assets that have not been heretofore corrected or rescinded, there are no such notices materially affecting the Assets which could reasonably be expected to interfere with the continued use of the Assets by Purchaser or the conduct of the operations of the Station in the same manner as such operations are now conducted;

(ii) Station has received no notice of any judicial action, or notice of any judicial action pursuant to any environmental law, rule or regulation;

(iii) Station is in compliance in all material respects with all applicable FCC rules and regulations pertaining to “RF Radiation”,

(d) Condition of Assets/Litigation/Operations. That, as of the Closing Date, with respect to the business operations of the Station by Seller:

(i) Seller with respect to the Station shall not be a party to any collective bargaining or other labor agreements,

(ii) Station shall have no judgments or assessments outstanding with respect to the Station or the Assets.

(iii) Seller shall have filed all requisite Federal and state income tax returns and shall have paid all taxes attributable to the Station operations which have become due pursuant to those returns. There shall be no pending or, to Seller’s knowledge, threatened, deficiencies or assessments attributable to the Station or the Assets with respect to such returns;

(iv) Seller shall have filed all other material reports and returns required by the Federal government with respect to the Station, and shall have complied in all material respects with FCC requirements regarding reporting and maintenance of the 47 C.F.R. 73.3526 “public file” for the Station.

(e) Representations True. That all representations made by Seller herein and at Closing are true and correct in all material respects;

(f) Closing Deliveries. That the Seller shall have delivered to Purchaser at Closing the following instruments and documents, all of which shall reasonably be in a form and substance satisfactory to Purchaser and its counsel:

(i) One or more bills of sale and/or assignment for all the Assets to be sold under this Agreement;

(ii) An assignment of the Licenses (including any broadcast auxiliary Stations licensed in connection with the Station), any granted Station construction permit (as modified) as may exist as of the Closing Date, the call letters “KGVY” and any other existing authorizations in Seller’s possession relative to the Station;

(iii) An assignment of all Contracts to be assigned by Seller to Purchaser;

(iv) Appropriate transfer documents sufficient to transfer any of the other Assets to Purchaser with good and marketable title;

(v) A "Closing Certificate" of Seller certifying the truth and accuracy of the representations and warranties and compliance with Seller's covenants contained in this Agreement;

(g) No Adverse Changes. That, between Purchaser's inspection of the Assets on March 31, 2007, and the Closing, there be no material changes adversely affecting the Station Equipment;

(h) No Breach. That there shall have been no material breach by Seller in the performance of any of its covenants or agreements contained herein, certified by Seller as noted above;

(i) No Injunctions. That there are no injunctions, orders, writs, restraining order or other proceedings issued by any court or governmental agency seeking to restrict or prohibit the consummation of this transaction.

9. Conditions Precedent to Seller's Obligations. The obligations of Seller under this Agreement are, at its election, subject to the satisfaction on or prior to the Closing Date of each of the following conditions precedent;

(a) FCC Consent. That the FCC Consent be granted;

(b) Representations True. All of the representations and warranties made by Purchaser herein shall be in all material respects true and correct as of the Closing Date;

(c) Payment of Consideration. Purchaser shall pay the consideration in the manner prescribed in Section 2 above;

(d) No Breach. There shall have been no material breach by Purchaser in the performance of any of its covenants or agreements contained herein;

(e) No Injunctions. That there are no injunctions, orders, writs, restraining order or other proceedings issued by any court or governmental agency seeking to restrict or prohibit the consummation of this transaction and no proceeding seeking any of those actions shall be pending.

10. Mutual Cooperation. The parties agree to use their best efforts to diligently complete their obligations under the Agreement and to provide assistance to the other as requested. Seller will promptly execute any further acknowledgements, certificates, instruments and other documents as are reasonably requested by Purchaser to evidence the transfer of the Assets to Purchaser, the retention of the Seller's liabilities and the other matters contemplated by this Agreement.

11. Termination. Either party may elect to terminate this Agreement if (a) the FCC has denied or dismissed the assignment application and said denial or dismissal has become a final order no longer subject to timely administrative or judicial review, or (b) the Closing has not occurred by December 31, 2007, provided that the electing party shall have performed all of its obligations due to have been performed through that date and not otherwise be in default hereunder.

12. Equitable Remedies; Liquidated Damages. It is agreed and understood that the Assets are unique. Therefore, in the event of either party's breach of this Agreement, the other party may and shall be entitled to seek such equitable remedies (including but not limited to specific performance) as may be available to enforce the breaching party's obligations hereunder, in addition to any other remedies at law to which the injured party may be entitled. Accordingly, the breaching party waives any defense to such action in equity that the injured party has an adequate remedy at law. For its part, Seller shall have the right, upon a default by Purchaser which is not cured to the reasonable satisfaction of Seller within ten (10) business days of receipt of written notice from Seller that Purchaser is in default, to be paid from the Escrowed Funds all of the principal held by the Escrow Agent. In that event, that payment of principal shall be deemed Liquidated Damages, and upon payment of the same to Seller, both parties shall be released from their obligations and duties under this Agreement, and Seller shall have no other legal claim against Purchaser for any breach of any provision of this Agreement, and this Agreement will be deemed null and void and of no force and effect.

13. One Broker. It is expressly agreed and understood that only one broker, Kozacko Media Services of Elmira, New York, has been engaged to assist the parties in this transaction, and that Seller shall pay broker \$50,000 at the time of Closing.

14. Representations of Seller. Seller makes the following representations which it agrees are material in inducing Purchaser to enter into this Agreement. Purchaser shall be entitled to rely on Seller's representations and warranties in this Agreement.

(a) Organization and Authority. Green Valley Broadcasters, Inc. is a corporation validly formed and lawfully existing under the laws of the State of Arizona and is qualified to do business in the State of Arizona. Seller has all requisite legal and company authority and ability to enter into this Agreement, to be bound by its terms and to carry on its business as Seller has been and is now being conducted. Green Valley Broadcasters, Inc. is not in violation of its Articles of Incorporation.

(b) Binding Obligation. This Agreement constitutes the legal, valid and binding obligation of the Seller enforceable in accordance with its terms; Seller has obtained all requisite internal consents and approvals necessary to enable it to enter into this Agreement and, before the Closing Date, it will have obtained all those consents and approvals necessary to enable it to consummate the transactions contemplated by this Agreement.

(c) Ordinary Course. Seller has operated, and subsequent to the date hereof, Seller will continuously operate, the Station on a seven-day-per week basis as authorized by the Licenses.

(d) License. Seller knows of no reason which the FCC would not approve Seller's basic qualifications to assign the Licenses;

(e) Ownership of Assets. Seller is the owner of the Assets free and clear of all Liens, except for Permitted Encumbrances; **Schedule 14(e)** lists any Liens currently existing on the Assets;

(f) No Conflict. The execution, delivery and performance of its obligations under this Agreement will not, to the best of its knowledge, conflict with Green Valley Broadcasters, Inc.'s Articles of Incorporation, or any Contract, any License, or any federal, state, local or foreign law, ordinance, rule, regulation, or any order, judgment, writ, injunction, decree or award entered by any court, arbitrator, administrative body or similar entity (collectively, "Law") governing Seller, the Station or any of the Assets;

(g) Compliance with Laws. Except as set forth in **Schedule 14(g)**, Seller has complied in all material respects with all Laws with respect to the ownership and operation of the Station and Seller has not received any written current notice of any actual violation of Law.

(h) Material Agreements. **Schedule 1(d)** lists each ~~Material~~ Contract. The Seller has made the Contracts available to Purchaser for inspection.

(i) No Prepaid Liabilities. Except as noted on **Schedule 14(k)**, there are no prepaid liabilities or other obligations that would give rise to an obligation of the Station or with respect to the Assets on or after the Closing Date, and as of the Closing Date, none shall exist.

(j) Environmental Matters.

(i) Seller is in compliance with all Environmental Laws (defined below) applicable to the Station and the Assets. "**Environmental Laws**" means all laws relating to the pollution or protection of human health or the environment, including laws relating to emissions, discharges, releases of hazardous and toxic materials.

(ii) There is no Environmental Claim pending or, to Seller's Knowledge, threatened against Seller with respect to the Assets or the Station.

(k) Insurance. Seller has made available to Purchaser for inspection all material liability and property and other policies of insurance purchased by it that insure the Station or the Assets. Purchaser will obtain its own liability and property insurance after Closing.

15. Representations of Purchaser. Purchaser makes the following representations which it agrees are material in inducing Seller to enter into this Agreement.

(a) Organization and Authority. That Purchaser is KGVY, Inc., a validly formed and lawfully existing under the laws of the State of Arizona and which has all requisite legal and corporate authority and ability to enter into this Agreement and to be bound by its terms now and at Closing;

(b) Qualifications. Purchaser and its principals are now and on the Closing Date will be legally, financially and otherwise qualified to purchase the Station and to be the licensee of, acquire, own and operate the Station and Assets under the Communications Act and the rules, regulations and policies of the FCC. There are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Purchaser or principals of Purchaser as an assignee of the Licenses or as the owner and operator of the Station. No waiver of any FCC rule or policy is necessary for the FCC Consent to be obtained. There is no action, suit or proceeding pending or threatened against Purchaser and its principals which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect Purchaser's ability to perform its obligations hereunder.

(c) Enforceability. That this Agreement constitutes the legal, valid and binding obligation of the Purchaser enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws now or later in effect relating to creditor's rights generally, and by general principles of equity and commercial reasonableness, regardless of whether those proceedings are in law, equity or otherwise; and

(d) No Conflict. The execution, delivery and performance of its obligations under the Agreement will not conflict with Purchaser's Agreements or By-laws, any contract, or obligations, any license, or any Law governing Purchaser or its principals,

(e) Binding. The execution and delivery of this Agreement has been duly authorized by Purchaser and constitutes Purchaser's legal and binding obligation, enforceable in accordance with its terms, and the performance of this Agreement will not conflict with any other obligation of Purchaser. There is no litigation, proceeding or governmental investigation pending, or to the knowledge of Purchaser, threatened, in any court, arbitration board, administrative agency, or tribunal against or relating to Purchaser that would prevent or impede Purchaser from consummating the transactions contemplated by this Agreement.

(f) Inspection. Purchaser warrants and represents that it has inspected the Station technical facilities and Licenses on March 3, 2007, and determined that the Station technical facilities and Licenses are suitable for Purchaser's intended purposes

(g) Major Change Application – Purchaser acknowledges that Seller has an application on file with the FCC seeking major modification of Station facilities, FCC File No. BMJP-20050118AET. The parties acknowledge that, pursuant to Section 73.3571 of the FCC’s rules, the filing of the FCC Consent Application will result in a major change of Station ownership. Section 73.3571(b)(2) of the rules provides that a major change of ownership of a pending application for major modification of licensed facilities is generally not permissible outside of a major change filing window. As there is no major change filing window associated or required with the FCC Consent Application, the parties anticipate that the Closing may result in the FCC dismissing File No. BMJP-20050118AET. Under no circumstances will said dismissal, should it occur, be construed as a material default of this Agreement by Seller, as a defect in the Station, Assets or Licenses, or otherwise impede or prevent the Closing.

16. Risk of Loss; Set-off. Seller shall bear all risk of loss in connection with the Station prior to the Closing Date. Should the Station, or any of the Assets which are material to the operation of the Station, be substantially damaged or destroyed and not be replaced or repaired prior to the Closing Date, Purchaser at its sole option may agree to consummate its purchase of the Station upon receipt of the unused insurance proceeds and in the absence thereof, an agreement of set-off or credit for the damaged or destroyed Assets having been reached. If Seller and Purchaser cannot agree as to an appropriate set-off or credit for the damaged or destroyed assets, Purchaser may at its sole option terminate this Agreement unilaterally and be entitled to the return of its Escrowed Funds and all interest accrued thereon, however, if Seller is making a good faith effort in a timely manner to restore Station and/or Assets to previous condition of the station or Assets, the Purchaser may not terminate this Agreement.

17. Taxes. Seller shall be solely responsible for any and all taxes applicable to the Station until and including the closing Date. Thereafter, all such taxes applicable to the Station shall be the sole responsibility of the Purchaser. The parties will cooperate with reasonable requests of the other for assistance and access to documents necessary or appropriate to enable it to timely prepare any required Tax returns or other filings.

18. Allocation. The Purchase Price shall be allocated among the Assets in accordance with an allocation statement reasonably agreed between Seller and Buyer reflecting the current value of Assets to be prepared by Seller and delivered to Buyer, and Buyer and Seller shall complete and file its income tax return (including, without limitation, IRS Form 8594) and its other tax returns reflecting such allocation.

19. Bankruptcy; Contingent or Undisclosed Liabilities. Seller is not in bankruptcy and does not contemplate becoming subject to those proceedings voluntarily or involuntarily between now and the Closing. Seller warrants that it has no contingent or undisclosed liabilities which will or may affect Seller’s ability to consummate the transactions contemplated by this Agreement or Purchaser’s title in the Assets following the Closing. The parties agree that Purchaser is and shall not be liable for any contingent or undisclosed liabilities of Seller.

20. Continuing Due Diligence. From the date hereof until the Closing Date, Purchaser shall be permitted reasonable access at mutually agreeable times to review books and records of the Station and to inspect the Assets and conduct meetings with personnel of Seller knowledgeable about the Assets.

21. Operation Prior to the Closing. Seller shall continue programming the Station as it has in the past. Seller may not, without the prior written consent of the Purchaser with respect to the Station:

- (a) Sell, lease, transfer or otherwise dispose of any Asset without obtaining a suitable replacement before the Closing Date;
- (b) Mortgage, pledge or encumber any Asset;
- (c) Waiver or agree to waive any rights of material value to the Station or the Assets or allow to lapse or fail to keep in force any License, permit, or authorization relating to the Station;
- (d) Except in the ordinary course, make or permit any amendment or termination of any Contract;
- (e) Enter into any agreement with any employee binding Purchaser to utilize the employee's services in connection with the Station after the closing;
- (f) Becoming a party to any new trade or barter agreement for the sale of air time requiring announcements to be made over the Station after the Closing date other than in the ordinary course of business;
- (g) Fail to maintain the spare parts inventories for the technical operating equipment of the Station at the levels currently maintained by Seller.

22. Public Notices. Seller shall prepare and give at its expense all public notices as are required pursuant to 47 C.F.R. 73.3580.

23. Notification of Certain Events/Supplements to Schedules.

(a) Each of the parties will inform the other in writing of, and at that time will provide to the other copies of all information and documents relating to, any known event, transaction or circumstance occurring after the date of this Agreement and prior to the Closing Date that causes or is reasonably likely to cause (i) a material breach of any of its covenants or agreements under this Agreement or (ii) any of its representations or warranties contained in this Agreement to be untrue. Each of the parties will use commercially reasonable efforts to prevent and, if necessary, to cure before the Closing any breach or misrepresentation by it.

(b) From time to time after the date of this Agreement until the Closing, the parties will promptly inform the other party in writing of any material matter arising that would have been required to be included in the Schedules or constituted an exception to or breach of any representation, warranty or covenant to this Agreement. No action or inaction by the other party following receipt of that information will constitute a waiver of any of its rights unless it expressly so agrees in writing. Informing a party of a matter after the execution and delivery of this Agreement will not cure any prior breach if it should have been disclosed when this Agreement was signed.

24. Confidentiality.

(a) Each party will hold and will cause its officers, directors, employees, consultants, advisors and other agents to hold in confidence, unless compelled to disclose by judicial or administrative process or, in the opinion of its counsel, by other requirement of Law, all confidential documents and information, trade secrets and proprietary information concerning the other party furnished to it by the other party or its representatives in connection with this Agreement or the Transaction (“Confidential Information”). Confidential Information does not include information at (i) is or was previously know by the requesting party without violation of any existing confidentiality agreement, (ii) is or becomes in the public domain through no fault of that party, or (iii) is later lawfully acquired from other sources by the requesting party. Each party will not release or disclose Confidential Information to any other person or entity, except its auditors, attorneys, financial advisors and other consultants and advisers in connection with this Agreement (unless compelled to so disclose by Law, in the opinion of its counsel) and will not use that information other than in connection with this Agreement and the Transaction.

(b) If the Transaction is not consummated, each party will maintain the Confidential Information as required above, and will not use it or permit any other person whom it furnished that information to use it. All documents and copies thereof containing Confidential Information (including copies, summaries and analyses thereof) will be returned to the party that provided the documents promptly after the written request of the other party, and the return will be certified by the sending party.

25. Maintenance of Books and Records. Each of the parties will preserve until at least the second anniversary of the Closing Date all records possessed or to be possessed by it relating to any of the assets, liabilities or business of the Station prior to the Closing Date. After the Closing Date, where there is a legitimate purpose, each party will provide the other party with access, upon prior reasonable written request specifying the need therefore, during regular business hours, to (a) the officers and employees of that party and (b) the books of account and records of that party, but, in each case, only to the extent relating to the assets, liabilities or business of the Business prior to the Closing Date. The other party and its representatives will have the right to make copies of those books and records. Records may be destroyed prior to the date specified above by a party if the party sends to the designated representative of the other parties written notice of its

intent to destroy the records, specifying with particularity the contents of the records to be destroyed. Those records may then be destroyed after the 30th day after the notice is given unless another party objects to the destruction. If an objection is received, the party seeking to destroy the records will deliver the records to the objecting party at the objecting party's expense.

26. Survival of Representations and Warranties. The representations and warranties of Seller and Purchaser in this Agreement or in any instrument delivered pursuant to this Agreement will survive the Closing Date and will remain in full force and effect thereafter for six months after the Closing Date (the “**Survival Period**”), except as provided below. No action or proceeding may be brought with respect to any claim based on the breach of a representation or warranty unless written notice, setting forth in reasonable detail each Claim, will have been delivered to Seller or to Purchaser, as the case may be, prior to the expiration of the above period.

27. Indemnification.

(a) Indemnification by Seller. From and after the Closing Date Seller will indemnify and hold harmless Purchaser and its directors, officers, employees, agents, counsel and agents (collectively with Purchaser, the “**Purchaser Indemnified Parties**”) from, against and in respect of any all Claims resulting from, relating to or arising out of (i) any material misrepresentation or breach of warranty made by Seller in this Agreement or any other agreement of the parties, (ii) any Taxes due for periods ending on or before the Closing Date, and (iii) the breach of Seller to perform any covenant arising hereunder, and (iv) any Claims relating to any matter involving the Station or the Assets on or before the Closing Date. Notwithstanding the above, the Purchaser Indemnified Parties will not be entitled to indemnification from Seller for any misrepresentation or breach of warranty except to the extent the aggregate of those Claims exceeds \$20,000. The indemnification for breaches of representation and warranties is limited to claims asserted and claim notices delivered during the period specified above during which the relevant representation and warranty remains in effect.

(b) Indemnification by Purchaser. From and after the Closing Date, Purchaser will indemnify and hold harmless Seller and its directors, officers, employees, agents, counsel and agents (collectively with Seller, the “**Seller Indemnified Parties**”) from, against and in respect of any and all Claims resulting from, relating to or arising out of (i) any Material misrepresentation or breach of warranty made by Purchaser in this Agreement (ii) any Taxes due for periods ending after the Closing Date, (iii) any and all Assumed Liabilities and Claims related to the Assets, and (iv) the ownership and operation of the Station on and after the Closing Date. Notwithstanding the above, the Seller Indemnified Parties will not be entitled to indemnification from Purchaser for any misrepresentation or breach of warranty except to the extent the aggregate of those Claims exceeds \$20,000. The indemnification for breaches of representation and warranties is limited to claims asserted and claim notices delivered during the period specified above during which the relevant representation and warranty remains in effect.

(c) Indemnification Procedures/Defense by the Indemnifying Party. In connection with any claim giving rise to an indemnity under this Agreement arising out of any Claim or legal proceeding by a person other than the indemnified party, the indemnifying party at its sole cost and expense may, upon written notice to the indemnified party, assume the defense of the Claim or legal proceeding. If the indemnifying party assumes the defense of the Claim or legal proceeding, the indemnifying party will select counsel reasonably acceptable to the indemnified party to conduct the defense of the Claim or legal proceedings at its sole cost and expense and will take all steps necessary to defend or settle the Claim or legal proceeding. The indemnifying party will not consent to a settlement of, or the entry of any judgment arising from, any Claim or legal proceeding without the prior written consent of the indemnified party (which consent will not be unreasonably withheld) unless the indemnifying party admits in writing its liability and agrees to hold the indemnified party harmless from and against any losses, damages, expenses and liabilities arising out of that settlement. The indemnified party will be entitled to participate in (but not control) the defense of any action, with its own counsel and at its own expense and will be entitled to any and all information and documentation relating to the action. If the indemnifying party does not assume (or continue to diligently and competently prosecute) the defense of any Claim or litigation, the indemnified party may defend against the Claim or litigation in any manner it deems appropriate, including settling the Claim or litigation, after giving notice of this intention to the indemnifying party, on terms the indemnified party deems appropriate. In any action by the indemnified party seeking indemnification from the indemnifying party in accordance with this Section 27, the indemnifying party will not be entitled to question the manner in which the indemnified party defended the Claim or litigation or the amount or nature of any settlement.

28. Prorations; Adjustments. Upon the Closing Date, Seller and Purchaser will in good faith prorate all prepaid and deferred operating expenses, including taxes, and prepaid and deferred income as of the Closing Date. The parties shall remain responsible for those obligations except to the extent satisfied through those prorations.

29. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, personal representatives, successors and permitted assigns. An assignment shall not relieve the parties of their obligations to guarantee the prompt performance of any and all of their respective obligations hereunder. Prior to the Closing, neither party shall have the right to assign any of its rights, duties and obligations hereunder, without the prior written consent of the other party. Notwithstanding the foregoing, the parties agree that Purchaser will cooperate as may be needed for Seller to participate in a "like kind exchange" pursuant to Section 1031 of the United States Internal Revenue Code (Code"). To facilitate a like-kind exchange under Section 1031 of the Code, Seller may, among other things, assign its rights under this Agreement (in whole or in part) to a "qualified intermediary" under section 1.1031(k)-1(g)(4) of the treasury regulations (but such assignment shall not relieve Seller of its obligations under this Agreement) and any such qualified intermediary may re-assign to Seller. If Seller gives notice of such assignment, Buyer shall provide Seller with a written acknowledgment of such notice prior to Closing and

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pay the Purchase Price (or such portion thereof as is designated in writing by the qualified intermediary) to a party identified by and otherwise reasonably cooperate therewith at no cost to Buyer.

30. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of the District of Columbia without regard to its conflict of laws principles, except that assignment of the Licenses shall be governed by Federal law.

31. Headings. The headings of the paragraphs of this Agreement are for the convenience of the parties only, and do not in any way modify, interpret or construe the meaning of the provisions hereof.

32. Notices. All notices required or permitted to be given hereunder shall be in writing and copies shall be effective when sent by registered or certified mail, postage and fees prepaid, addressed as follows:

If to Seller:

Green Valley Broadcasting, Inc.
Attn: Larry Nelson
16524 Frazier Road
Plano, IL 60545
Phone: 630-552-1000 Ext. 150
Fax: 630-552-9393
E-Mail: LarryN@Nelsonmultimedia.net

With a copy to FCC Counsel:

Miller & Neely
6900 Wisconsin Ave – Suite 704
Bethesda, MD 20815

Dallas C. Ingemunson, Atty.
P.O. Box 578
226 S. Bridge Street
Yorkville, IL 60560

If to Purchaser:

George Kimble, Managing Director
KGVY, LLC.
6890 E. Sunrise Dr. #120-40
Tucson, AZ 85750

With a copy to:

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James Oyster, Esq.
108 Oyster Lane
Castleton, VA 22716-2839

If to Escrow Agent:

Fidelity National Title Agency, Inc.
5151 East Broadway, Suite 550
Tucson, AZ 85711
Attn: Robin Bateman, Asst. VP

33. General Provisions. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior communications between the parties, whether verbal or written. This Agreement may not be modified, amended or changed in any way unless in writing signed by all the parties. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of that provision, nor in any way to affect the validity of this Agreement or any part hereof, or the right of any party thereafter to enforce each and every provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach. The use of the term “including” means “including without limitation” whether or not so stated. This Agreement was the product of negotiation among the parties and their counsel and should not be construed in favor or against one party or the other, regardless of which party drafted it initially.

34. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be considered an original counterpart. Parties may deliver counterparts and any notices hereunder by facsimile or e-mail transmission, which shall be effective upon delivery.

35. Non-Compete. Larry Nelson agrees that for a period of thirty-six (36) consecutive months from the Closing, he will not solicit commercial advertising within 25 miles of the Station transmitter site.

36. Control of Station. Purchaser shall not, directly or indirectly, control, supervise or direct the operations of the Station prior to Closing. Consistent with FCC rules, control, direction and supervision of all Station operations prior to Closing shall remain the sole responsibility of Seller.

37. 1031 Exchange. Either party may conduct a 1031 exchange from or into the assets that are the subject of this Agreement to the fullest extent permitted by law. Each party agrees to cooperate with the other to execute such consents to assignment of this agreement as are necessary or helpful to conduct this Exchange. The liabilities of the parties under this Agreement will not be affected by this cooperation, and each party will be responsible for its expenses incurred in connection with such exchange.

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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

SELLER

GREEN VALLEY BROADCASTERS, INC.

By: _____
Lawrence W. Nelson
President

By: _____
Pamela A. Nelson
Asst. Secretary

PURCHASER

KG VY, LLC.

By: _____ *George Kimble 4/25/07*
George Kimble
Managing Director

By: _____
James Walker
Member

04-25-07

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

SELLER

GREEN VALLEY BROADCASTERS, INC.

By: _____
Lawrence W. Nelson
President

By: _____
Pamela A. Nelson
Asst. Secretary

PURCHASER

KGVY, LLC.

By: _____
George Kimble
Managing Director

By:  _____
James Walker
Member

04-25-07

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

SELLER

GREEN VALLEY BROADCASTERS, INC.

By: 
Lawrence W. Nelson
President

By: 
Pamela A. Nelson
Asst. Secretary

PURCHASER

KGVY, LLC.

By: _____
George Kimble
Managing Director

By: _____
James Walker
Member

04-25-07

For the Non-Compete
LARRY NELSON

By: 

04-25-07

STATION KGVY (AM)

GREEN VALLEY, AZ

SCHEDULE VOLUME TO
ASSET PURCHASE AGREEMENT

Schedule 1(a) – Licenses
Schedule 1(b) – Land Lease
Schedule 1(c) - Station Equipment
Schedule 1(d) - Contracts
Schedule 14(e) – Liens
Schedule 14(g) – Notice of Violation
Schedule 14(k) – Prepaid Obligations and Liabilities
Schedule 14(m) – Property Tax Returns
Schedule 14(n) - Material Surviving Liabilities

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SCHEDULE 1(a)

Licenses

Station: KGVY, 1080kHz, Green Valley, Arizona (Facility ID # 14662)

Licensee: Green Valley Broadcasters, Inc.

<u>Call Sign</u>	<u>Type</u>	<u>Expiration</u>
KGVY(AM)	Main License	10/01/2013
WPQE563	Remote Pick-up	10/01/2013

Antenna Structure Registration # 1031550

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SCHEDULE 1(b)

TOWER/STUDIO LEASE

SCHEDULE 1(c)

STATION EQUIPMENT

- 1 Studio/Transmitter building
- 1 Shed
- AM Antenna Tower, etc.

(LIST)

SCHEDULE 1(d)

Contracts

1. ABC Radio & Business Network (for News, Sports & Business news) Contract
2. Jones Radio Music (Satellite Music Service) Contract
3. Metro Traffic/News Contract
4. Commercial Advertising Contracts in effect at Closing
5. Repair and Maintenance of Copier "Contract"
6. ADT Security & Fire

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SCHEDULE 14(e)

Permitted Encumbrances

NONE

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SCHEDULE 14(g)

Notice of Violation

NONE

SCHEDULE 14(k)

Prepaid Obligations and Liabilities

Building and Equipment Insurance

Libel Insurance

Real Estate Tax on Building & Land

04-25-07

SCHEDULE 14(m)

Property Tax Returns

04-25-07

SCHEDULE 14(n)

Material Surviving Liabilities

NONE