

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, entered into as of this day of July 31, 2008 by and between BROADCAST TOWERS, INC. ("Seller") and CALL COMMUNITIONS GROUP, INC. ("Buyer");

WITNESSETH:

WHEREAS, Seller is the holder of Federal Communications Commission ("FCC") License BLFT-20080414AAE for FM Translator Station W238BU at Ramrod Key, Florida, a copy of which is attached hereto as "**Exhibit A**"; and

WHEREAS, Buyer desires to acquire the W238BU License, and Seller desires to sell, assign, transfer and convey the same to Buyer pursuant to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS: Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

(a) Closing Date or Closing means a date to be designated by Seller which shall not be later than 7 days after the FCC has approved and granted the assignment of the W238BU License;

(b) Final Order means an Order of the FCC granting its consent and approval to the assignment of the W238BU License from Seller to Buyer, which is no longer subject to rehearing, reconsideration or review by the FCC, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, or the Rules and Regulations of the FCC.

2. SALE AND TRANSFER OF ASSETS:

(a) On the Closing Date, Seller agrees to sell and shall sell, transfer, assign, convey and deliver to the Buyer the W238BU License and an assignment of certain contracts and documents described herein below that relate to W238BU

(b) Seller is assigning the W238BU License to Buyer "as is" without any representation or warranty as to its suitability, usability or non-interference with other broadcasters, or any other warranty as to the future performance or reliability of W238BU

3. PURCHASE PRICE: The total consideration to be paid by Buyer to Seller pursuant to this Agreement is One Dollar (\$1.00), Said consideration shall be paid as follows:

i. At Closing, as full payment of the consideration due at Closing.

4. **ASSUMED CONTRACTS AND OBLIGATIONS.** No expense, debt or liability of Seller, of any nature whatsoever, shall be assumed by Buyer unless said assumption is set forth in this Agreement, or in any separate written agreements executed by both Buyer and Seller, and further identified in “**Exhibit C**” attached hereto.

5. **TERMINATION:** This Agreement may be terminated at the option of either party upon written notice to the other party if a Final Order consenting to the assignment of the W238BU License has not been obtained within twelve (12) months thereof, provided however, that neither party may terminate this Agreement if that party is in default hereunder, or if a delay in any decision or determination by the FCC respecting either application has been caused or materially contributed to (i) by any failure of the terminating party to furnish, file or make available to the FCC information within its control; (ii) by the willful furnishing by the terminating party of incorrect, inaccurate, or incomplete information to the FCC, or (iii) by any other action taken by the terminating party for the purpose of delaying the FCC’s decision or determination respecting the application.

6. **TRANSFER OF ASSETS:** Seller, on the Closing Date at the Closing Place, will sell, transfer, convey, assign and deliver to Buyer the W238BU License.

7. **CONSENT OF THE FCC:** It is specifically understood and agreed that the consummation of this Agreement shall be subject to the prior consent of the FCC without conditions materially adverse to the Buyer. Upon the execution of this Agreement, Seller and Buyer will, at their mutual expense, proceed to expeditiously prepare and file with the FCC the requisite Assignment Application to secure such consent, together with such other necessary instruments and documents as may be required. The parties further agree to tender the said Application to the FCC within thirty (30) days of the date of execution of this Agreement, and thereafter to prosecute said Application with diligence, and to cooperate with each other and to use their best efforts to obtain the requisite consent and approval promptly, and to carry out the provisions of this Agreement. Buyer shall be solely responsible for the payment of any FCC filing fees associated with the Assignment Application.

8. **LEGAL NOTICE:** Upon the filing of the assignment application, Seller shall be responsible for, and shall take the necessary steps, to provide such Legal Notice concerning the filing as may be required by the FCC Rules. If requested by Buyer, Seller shall provide Buyer with evidence of Seller’s compliance with the Legal Notice requirements.

9. **SECTION 73.1150 STATEMENT:** Both the Seller and Buyer agree that the Seller has retained no rights of reversion of the W238BU License, no right to the reassignment of the permit in the future, and has not reserved the right to use the facilities of W238BU in the future for any reason whatsoever.

10. COMPLIANCE WITH LAWS: Seller has not received any notice asserting noncompliance by it in connection with the W238BU License with respect to any applicable local, state or federal (including FCC) statute, rule or regulation. Seller is not in default with respect to any judgment, order, injunction or decree of any court, administrative agency or other governmental authority or any other tribunal duly authorized to resolve disputes in any respect material to the transactions contemplated hereby. There are no applications, complaints or proceedings pending or, to the best of Seller's knowledge, threatened before the FCC relating to the W238BU License Permit which would have a material adverse effect on the future operation of W238BU.

11. COVENANTS, REPRESENTATIONS, WARRANTIES AND INSURANCE:

(a). Seller has full power and authority to enter into this Agreement and is the holder of the W238BU License.

(b). Buyer has full power and authority to enter into this Agreement and has correctly represented its financial standing to consummate this Agreement.

12. EXPIRATION OF REPRESENTATIONS AND WARRANTIES: The representations and warranties of Seller and Buyer contained herein shall expire one (1) year after the Closing.

13. FCC QUALIFICATIONS:

(a). Seller is qualified under the Communications Act of 1934, as amended, to assign the W238BU License to Buyer.

(b). Seller does not know of any facts relating to Seller which would cause the FCC to deny its consent to the assignment of the W238BU License to Buyer, and should any such facts come to Seller's attention, Seller shall promptly notify Buyer thereof and use his reasonable best efforts and take such steps as may be reasonably necessary to remove any such impediment to the Assignment.

14. SELLER'S PERFORMANCE AT CLOSING: On the Closing Date at the Closing Place, Seller shall execute and deliver or cause to be delivered to Buyer the following:

(a) An Assignment to Buyer of the W238BU License, together with any and all other related authorizations.

(b) An Assignment to Buyer of all rights, title and interest in and to the Call Letters W238BU.

(c) Such other assignments, bills of sale or other instruments as may be required to effectuate this Agreement and the assignment of the W238BU License and related assets from Seller to Buyer.

15. **BUYER'S PERFORMANCE AT CLOSING:** On the Closing Date at the Closing Place, Buyer shall deliver to Seller the purchase price consideration, and shall also take all steps necessary to assume such contracts and agreements that have been heretofore identified in Exhibit B.

16. **BENEFIT:** The parties hereto understand and agree that this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

17. **OTHER DOCUMENTS:** The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement.

16. **BROKER:** The Seller and Buyer agree that no broker was involved in this transaction.

19. **ATTACHMENTS:** All Attachments to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth herein. If any provision in any Attachment conflicts with or is not consistent with the provisions of this Agreement, the terms of this Agreement shall govern.

20. **NO INCONSISTENT ACTIONS.** Neither the Seller nor the Buyer shall take any action which is materially inconsistent with its obligations under this Agreement.

21. **ENTIRE AGREEMENT:** This Agreement is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like instrument.

22. **NOTICES:** All necessary notices required under this Agreement shall be sent first-class mail, postage pre-paid, to the following:

If to Seller:	BROADCAST TOWERS INC. Attn: WILLIAM R. LACY 6910 N.W. 2ND TERRACE BOCA RATON, FL 33487
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If to Buyer:	Call Communications Group, Inc. Attn: Robert J. Robbins P.O. Box 561832 Miami, FL 33256-1832
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23. **GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

24. **COUNTERPARTS:** This Agreement may be executed in counterparts.

25. **HEADINGS:** The headings of the Paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only, and in no way define, limit or describe the scope of this Agreement nor the intent of any Paragraph hereof.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals.


BUYER:
CALL COMMUNICATIONS
GROUP, INC.



Robert J. Robbins
President

Date: August 1, 2008

SELLER:
BROADCAST TOWERS INC.



WILLIAM R. LACY
President

Date: August 1, 2008

EXHIBIT A

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

Authorizing Official:

Official Mailing Address:

BROADCAST TOWERS, INC.
6910 N.W. 2ND TERRACE
BOCA RATON FL 33487

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 139116

Call Sign: W238BU

License File Number: BLFT-20080414AAE

Grant Date: May 07, 2008

This license expires 3:00 a.m.
local time, February 01, 2012.

This license covers permit no.: BPFT-20080317AAN

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Name of Licensee: BROADCAST TOWERS, INC.

Principal community to be served: FL-RAMROD KEY

Primary Station: WMKL (FM) , Channel 219, KEY LARGO, FL

Via: Direct - off-air

Frequency (MHz): 95.5

Channel: 238

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 24 deg 40 min 56 sec

West Longitude: 81 deg 13 min 46 sec

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

Transmitter output power: 0.221 kW

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

Description: SCA FMV-1

Major lobe directions (degrees true): Not Applicable

Horizontally	Vertically
Polarized	Polarized
Antenna:	Antenna:

Effective radiated power in the Horizontal Plane (kw):	0.25
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Height of radiation center above ground (Meters):	6
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Height of radiation center above mean sea level (Meters):	7
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Antenna structure registration number: Not Required

Overall height of antenna structure above ground: 6 Meters

Obstruction marking and lighting specifications for antenna structure:

It is to be expressly understood that the issuance of these specifications is in no way to be considered as precluding additional or modified marking or lighting as may hereafter be required under the provisions of Section 303(q) of the Communications Act of 1934, as amended.

None Required

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***