

**STOCK PURCHASE AGREEMENT
BETWEEN
AQUILA NELSON AND HELEN CLARK, AS SELLERS,
PAULA NELSON, AS PURCHASER**

THIS STOCK PURCHASE AGREEMENT (this "Agreement") is entered into between and among PAULA NELSON (referred to herein as the "Purchaser") and AQUILA NELSON and HELEN CLARK (referred to herein as the "Shareholders").

RECITALS

A. The Shareholders together own 1,000 of the issued and outstanding capital stock of DIAMOND BROADCASTING (the "Company"), a California corporation.

B. The Shareholders wish to sell, and Purchaser wishes to purchase, one hundred percent (100%) of the Shareholders' 1,000 shares of issued and outstanding capital stock of the Company upon the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, representations, warranties, covenants, agreements and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1
PURCHASE AND SALE OF SHARES**

1.1 **Sale and Delivery.** The Shareholders agree to sell and deliver to Purchaser, and Purchaser agrees to purchase and accept from Shareholders on the terms and subject to the conditions set forth in this Agreement, and for the Purchase Price described in Section 1.2, 1,000 shares of common stock of Company (the "Shares").

1.2 **Purchase Price.** The consideration from the Purchaser for purchase of the Shares shall be TWO THOUSAND TWO HUNDRED DOLLARS AND NO CENTS (\$2,200.00), with each Shareholder receiving ONE THOUSAND ONE HUNDRED DOLLARS AND NO CENTS (\$1,100.00) for the sale of 500 shares.

1.3 **Closing.** The purchase and sale of the shares contemplated by this Agreement (the "Closing") shall occur after the execution of this Agreement and on such date as determined by Purchaser, but not later than October 31, 2005.

1.3.1 At the closing, the Shareholders shall deliver or cause to be delivered to Purchaser, against delivery by Purchaser to the Shareholders as set forth in Section 1.3.2, a certificate or certificates representing the Shares being sold by the Shareholders hereunder duly endorsed for transfer, or accompanied by duly executed assignments separate from the certificate, transferring the Shares to Purchaser.

1.3.2 Purchaser shall deliver or cause to be delivered to the Shareholders or for the benefit of the Shareholders, against delivery of the Certificate or Certificates representing the Shares duly endorsed for transfer to Purchaser, the Purchase Price described in Section 1.2.

**ARTICLE 2
REPRESENTATIONS AND WARRANTIES
CONCERNING THE SHAREHOLDERS**

The Shareholders hereby represent, warrant, covenant and agree with Purchaser that:

2.1 **Ownership of Shares.** Shareholders own of record and beneficially the number of Shares set forth in Article 1, Section 1.1, and the Shareholders will have as of the Closing good and marketable title to such Shares free and clear of all liens.

2.2 **Delivery of Good Title.** Upon delivery of the Shares to be sold by the Shareholders and performance by Purchaser pursuant to this Agreement, Purchaser will have good and marketable title to such Shares, free and clear of all Liens.

2.3 **Execution and Delivery.** All consents, approvals, authorizations and orders necessary for the execution, delivery and performance by the Shareholders of this Agreement (including, without limitation, the transfer and sale of the Shares to be sold by the Shareholders to Purchaser) have been duly and lawfully obtained, and the Shareholders has, and at the Closing will have, full right, power, authority and capacity to execute, deliver and perform this Agreement. This Agreement has been duly executed and delivered by the Shareholders and constitutes a legal, valid and binding agreement of the Shareholders enforceable against the Shareholders in accordance with its terms.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to, and covenants and agrees with the Shareholders that this Agreement has been duly authorized by all necessary action on the part of Purchaser, has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding agreement of Purchaser enforceable against Purchaser in accordance with its terms.

**ARTICLE 4
GENERAL PROVISIONS**

4.1 **Notices.** All notices and other communications under or in connection with this Agreement shall be in writing and shall be deemed given (a) if delivered personally, upon delivery, (b) if delivered by registered or certified mail (return receipt requested), upon the earlier of actual delivery or three days after being mailed, or (c) if given by telecopy, upon confirmation of transmission by telecopy, in each case to the parties at the addresses set forth below the signatures herein. Either party may change its address by giving notice to the other party in accordance herewith.

4.2 **Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Agreement, or the application of such terms and provisions to circumstances other than those as to which it is held invalid or unenforceable.

4.3 **Entire Agreement.** This Agreement, contains the entire understanding of the parties hereto in respect of its subject matter and supersedes all prior and contemporaneous

agreements and understandings, oral and written, between the parties with respect to such subject matter.

4.4 **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Purchaser and the Shareholders and their respective successors, heirs and assigns. Subject to the immediately preceding sentence, this Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the parties hereto and their permitted successors and assigns.

4.5 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Agreement.

4.6 **Governing Law.** This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of California.

4.7 **Attorneys' Fees.** In the event of any dispute between the parties arising out of this Agreement, the prevailing party shall be entitled, in addition to any other rights and remedies it may have to recover reasonable attorneys' fees and costs.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date set forth below.

PURCHASER

Dated: Oct. 19, 2004



FAULA NELSON

Address for Notice:
PO Box 580967
Elk Grove, California, 95758

SHAREHOLDERS

Dated: 10-19, 2004



AQUILA NELSON

Address for Notice:
PO Box 580967
Elk Grove, California, 95758

Dated: Oct 19, 2004



HELEN CLARK

Address for Notice:
1017 Front Street, 2nd Floor
Sacramento, CA 95814