

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

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FILER

City Media, Inc.

CIK: **1508594** | IRS No.: **261805170** | State of Incorpor.: **UT** | Fiscal Year End: **0930**
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Mailing Address

4685 S. HIGHLAND DRIVE,
SUITE 202
SALT LAKE CITY UT 84117

Business Address

4685 S. HIGHLAND DRIVE,
SUITE 202
SALT LAKE CITY UT 84117
801-278-9424

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K
CURRENT REPORT
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (*Date of earliest event reported*)
January 5, 2015 (January 5, 2015)

CITY MEDIA, INC.
(*Exact name of registrant as specified in its charter*)

UTAH
(*State or other jurisdiction of incorporation*)

000-54754
(*Commission File No.*)

5635 N. Scottsdale Road
Scottsdale, Arizona 85250
(*Address of principal executive offices and Zip Code*)

4685 S. Highland Drive, Suite 202
Salt Lake City, UT 84117
(*Former Address of principal executive offices and Zip Code if change since last report*)

(480) 725-9060
(*Registrant's telephone number, including area code*)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))



ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT

On January 5, 2015, we entered into an agreement with Las Vegas Cannabis Info Center, a Nevada corporation ("LVCIC") to acquire 300,000 shares of LVCIC in consideration of 300,000 restricted shares of our common stock and the payment by us to LVCIC of \$25,000. LVCIC is a resource and learning center conducting classes in dispensary management, law, marketing, advertising, marijuana cultivation, and cooking.

On January 5, 2015, we entered into an agreement with David Tobias ("DT") to acquire certain property owned by Mr. Tobias in consideration of 3,000,000 restricted shares of our common stock. The assets to be acquired are comprised of the domain name "hempcoin"; 2,399,074,298.50 hemp coins; and, all intellectual property associated with hempcoin.com, hempcoin purse, and hempcoin as a crypto currency, including all copyrights, trademarks, and patents whether registered or unregistered, statutory or common law (and any rights to claim or register such intellectual property).

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

Exhibit	Document Description
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- | | |
|------|---|
| 10.1 | Securities Purchase Agreement with Las Vegas Cannabis Info Center |
| 10.2 | Asset Purchase Agreement with David Tobias |

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated this 5th day of January, 2015.

CITY MEDIA, INC.

BY: ERIC MILLER
Eric Miller, President

SECURITIES PURCHASE AGREEMENT

This Securities Purchase Agreement (the "Agreement"), is entered into as of December 5, 2014 by and between Las Vegas Cannabis Info Center, a Nevada corporation, located at 6171 S. Las Vegas Blvd., Suite 210, Las Vegas, Nevada 89119 (referred to herein as the "Company" or "LVCIC"), and City Media, Inc., a Utah corporation with its address at 7170 E. McDonald Dr., Suite 3, Scottsdale, Arizona 85253 (referred to herein as the "Buyer").

WHEREAS:

- A. The Company and the Buyer are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by the rules and regulations as promulgated by the United States Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "1933 Act");
- B. The Buyer desires to purchase and the Company desires to issue and sell 300,000 shares of the Company's common stock, \$.001 par value per share ("LVCIC Stock"), equal to 30% of the equity in the Company, upon the terms and conditions set forth in this Agreement; and
- C. As a portion of the purchase price for the Common Stock, the Company wishes to receive and Buyer desires to issue and sell 25,000 shares of Buyer's common stock, \$0.001 par value per share ("CTYM Stock") upon the terms and conditions stated in this Agreement.

NOW THEREFORE, the company and the Buyer hereby agree as follows:

ARTICLE I PURCHASE AND SALE

1.01 Purchase and Sale of Common Stock. Buyer agrees to purchase from the Company and the Company agrees to sell to Buyer three hundred thousand (300,000) shares of the Company for an aggregate purchase price of fifty thousand dollars (\$50,000) (the "Purchase Price"), payable \$25,000 in cash and \$25,000 in CTYM Stock at \$1.00 per share.

1.02 Closing.

- a) The purchase and sale of the shares of LVCIC Stock shall take place at such date and time as shall be determined by the Buyer and the Company but in no event later than January 5, 2015 (the "Closing").
- b) At the Closing:
 - i) The Company shall deliver to the Buyer a certificate (or certificates) for 300,000 shares of LVCIC Stock.
 - ii) The Buyer shall deliver to Company \$25,000 in immediately available funds via wire transfer pursuant to the Company's written wiring instructions.
 - iii) The Buyer shall deliver irrevocable instructions to Action Stock Transfer, instructing it to issue to the Company a certificate (or certificates) totaling 25,000 shares of CTYM common stock.

- iv) At and at any time after the Closing, the parties shall duly execute, acknowledge and deliver all such further assignments, conveyances, instruments and documents, and shall take such other action consistent with the terms of this Agreement to carry out the transactions contemplated by this Agreement.
- v) All representations, covenants and warranties of the Buyer and Buyer contained in this Agreement shall be true and correct on and as of the closing date with the same effect as though the same had been made on and as of such date.

ARTICLE II REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE BUYER

As an inducement to, and to obtain the reliance of the Company in connection with the issuance of CTYM Stock, Buyer represents and warrants as follows:

2.01 Private Offering. The offer, offer for sale, and sale of the shares of CTYM Stock has not been and will not be registered with the Securities and Exchange Commission (the "Commission"). The shares of CTYM Stock shall be offered for sale and sold pursuant to the exemptions from the registration requirements of Section 5 of the United States Securities Act of 1933, as amended, and as such, will be deemed "restricted securities" limiting the shares ability to be resold.

2.02 Approval of Agreement. Buyer has full corporate power, authority, and legal right and has taken, or will take, all action required by law, its articles of incorporation, bylaws, and otherwise to execute and deliver this Agreement and to consummate the transactions herein contemplated including the issuance of the shares of the CTYM Stock. The board of directors of the Buyer has authorized and approved the execution, delivery, and performance of this Agreement and the transactions contemplated hereby including the issuance of the CTYM Stock.

2.03 Legal Right. The performance of this Agreement and the consummation of the transactions herein contemplated will not result in a material breach or violation of any of the terms and provisions of, or constitute a default under, any statute (except federal and state securities laws, compliance with which is elsewhere provided for in particular detail), indenture, mortgage or other agreement or instrument to which the Buyer is a party or by which it is bound by any order, rule or regulation directed to such party or its affiliates by any court or governmental agency or body having jurisdiction over them; and no other consent, approval, authorization or action is required for the consummation of the transactions herein contemplated other than such as have been obtained.

2.04 Validly Issued. The CTYM Stock, when issued, will be duly authorized, validly issued, and non-assessable.

2.05 Organization. The Buyer has been duly organized and is now, and always during the period of the offer and sale will be, a validly existing corporation under the laws of the state of Utah lawfully qualified to conduct the business for which it was organized and which it proposes to conduct.

2.06 Capitalization. The Buyer has an authorized capitalization of 90,000,000 shares of common stock, \$0.001 par value and no preferred stock. The Buyer currently has 11,971,600 shares of

common stock issued and outstanding.

2.07 Litigation and Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of the Buyer, threatened by or against the Buyer or affecting the Buyer, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. The Buyer does not have any knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule, or regulation of any court, arbitrator, or governmental agency or instrumentality.

2.08 Material Contract Defaults. The Buyer is not in default in any material respect under the terms of any outstanding contract, agreement, lease, or other commitment which is material to the business, operations, properties, assets, or condition of the Buyer, and there is no event of default or other event which, with notice or lapse of time or both, would constitute a default in any material respect under any such contract, agreement, lease, or other commitment in respect of which the Buyer has not taken adequate steps to prevent such a default from occurring.

ARTICLE III REPRESENTATIONS, COVENANTS, AND WARRANTIES OF THE COMPANY

As an inducement to, and to obtain the reliance of the Buyer in connection with its purchase of the shares of LVCIC Stock, Company represents and warrants as follows:

3.01 Private Offering. The offer, offer for sale, and sale of the shares of LVCIC Stock have not been and will not be registered with the Securities and Exchange Commission (the "Commission"). The shares of LVCIC Stock shall be offered for sale and sold pursuant to the exemptions from the registration requirements of Section 5 of the United States Securities Act of 1933, as amended, (or such similar laws of Australia) and as such, will be deemed "restricted securities" limiting the shares ability to be resold.

3.02 Approval of Agreement. Company has full corporate power, authority, and legal right and has taken, or will take, all action required by law, its articles of incorporation, bylaws, and otherwise to execute and deliver this Agreement and to consummate the transactions herein contemplated including the sale and transfer of the shares of the LVCIC Stock. The execution, delivery, and performance of this Agreement and the transactions contemplated hereby, have been duly authorized by Company.

3.03 Legal Right. The performance of this Agreement and the consummation of the transactions herein contemplated will not result in a material breach or violation of any of the terms and provisions of, or constitute a default under, any statute (except federal and state securities laws, compliance with which is elsewhere provided for in particular detail), indenture, mortgage or other agreement or instrument to which the Company is a party or by which it is bound by any order, rule or regulation directed to such party or its affiliates by any court or governmental agency or body having jurisdiction over them; and no other consent, approval, authorization or action is required for the consummation of the transactions herein contemplated other than such as have been obtained.

3.04 Organization. The Company has been duly organized and is now, and always during the period of the offer and sale will be, a validly existing corporation under the laws of the state of Nevada lawfully qualified to conduct the business for which it was organized and which it proposes to conduct.

3.05 Validly Issued. The LVCIC Stock, when issued, will be duly authorized, validly issued, and non-assessable.

3.06 Capitalization. The Company has an authorized capitalization of 1,000,000 shares of common stock, \$0.001 par value and no preferred stock. The Company currently has 700,000 shares of common stock issued and outstanding.

3.07 Litigation and Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of the Company, threatened by or against the Company or affecting the Company, at law or in equity, before any court or other governmental agency or instrumentality, domestic or foreign, or before any arbitrator of any kind. The Company does not have any knowledge of any default on its part with respect to any judgment, order, writ, injunction, decree, award, rule, or regulation of any court, arbitrator, or governmental agency or instrumentality.

3.08 Material Contract Defaults. The Company is not in default in any material respect under the terms of any outstanding contract, agreement, lease, or other commitment which is material to the business, operations, properties, assets, or condition of the Company, and there is no event of default or other event which, with notice or lapse of time or both, would constitute a default in any material respect under any such contract, agreement, lease, or other commitment in respect of which the Buyer has not taken adequate steps to prevent such a default from occurring.

3.09 Securities Representations. The Company understands and agrees that the consummation of this Agreement, including the issuance of shares of CTYM Stock as contemplated hereby, constitutes the offer and sale of securities under the Securities Act. The Company agrees that such transactions shall be consummated in reliance on exemptions from the registration and prospectus delivery requirements of such statutes which depend, among other items, on the circumstances under which such securities are acquired. The Seller understands that the shares of CTYM Stock have not been registered under the Securities Act and must be held indefinitely without any transfer, sale, or other disposition unless such shares are subsequently registered under the Securities Act or registration is not required under the Securities Act in reliance on an available exemption. The shares of CTYM Stock to be acquired by the Company under the terms of this Agreement will be acquired for the Company's own account, for investment, and not with the present intention of resale or distribution of all or any part of the securities. Company agrees that it will refrain from transferring or otherwise disposing of any of the shares, or any interest therein, in such manner as to violate the Securities Act or any applicable state securities law regulating the disposition thereof. Company is an "accredited investor" within the meaning of Regulation D promulgated under the Securities Act and has adequate means for providing for its current needs and possible personal contingencies and has no need now and anticipates no need in the foreseeable future to sell the shares of CTYM Stock which Company is purchasing hereby. Company understands that the shares of CTYM Stock being sold pursuant to this Agreement are being offered and sold in reliance on specific exemptions from the registration requirements of Federal and state securities laws and that the Buyer is relying upon the truth and accuracy of Company's representations, warranties, agreements, and understandings set forth herein to determine Company's suitability to acquire the shares of CTYM Stock.

3.10 Investment Experience. Company is an investor in securities of companies in the development stage and acknowledges that it is able to fend for itself, can bear the economic risk of its investment and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the shares of CTYM Stock.

3.11 Disclosure Information. Company has received all the information that Company considers necessary or appropriate for deciding whether or not to purchase the shares of CTYM Stock. Company further represents that it has had an opportunity to ask questions and receive answers from the Buyer regarding the terms and conditions of the offering of the shares of CTYM Stock. The foregoing, however, does not limit or

modify the representations and warranties of the Buyer in Article 2 of this Agreement or the right of Company to rely thereon.

3.12 Acknowledgment. Company acknowledges that an investment in the shares of CTYM Stock involves substantial risk.

3.13 Informed Decision. The Company has had an opportunity to consult with its independent legal, tax and financial advisors, and together with such advisors, has evaluated the transactions contemplated in this Agreement and has independently determined to agree to the terms and conditions of this Agreement. No representation is being or has been made by the Company, the Buyer or either of their respective advisors to the Company regarding the tax, financial, legal or other effects to the Company or its stockholders of the transactions contemplated in this Agreement. The Company is familiar with and understands the business and financial condition, operations and prospects of the Buyer and Company and is sufficiently informed and sophisticated enough to make a decision regarding the transactions contemplated by this Agreement.

ARTICLE IV SPECIAL COVENANTS

4.01 Use of Proceeds. The Company shall use the proceeds for general working capital purposes.

4.02 Purchase and Sale of Stock. The Buyer and Company agree and understand that the consummation of this Agreement including the purchase, sale and exchange of the shares of LVCIC Stock and CTYM Stock as contemplated hereby, constitutes the offer and sale of securities under the Securities Act and applicable state statutes. The Buyer and Company agree such transactions shall be consummated in reliance on exemptions from the registration and prospectus delivery requirements of such statutes which depend, among other items, on the circumstances under which such securities are acquired. The Buyer and Company acknowledge that the basis for relying on exemptions from registration or qualifications are factual, depending on the conduct of the various parties, and that no legal opinion or other assurance will be required or given to the effect that the transactions contemplated hereby are in fact exempt from registration or qualification.

4.03 No Integration. The Company shall not make any offers or sales of any security (other than the Securities) under circumstances that would require registration of the Securities being offered or sold hereunder under the 1933 Act or cause the offering of the Securities to be integrated with any other offering of securities by the Company for the purpose of any stockholder approval provision applicable to the Company or its securities.

4.04 Public Statements. Subject to their respective legal obligations (including requirements of stock exchanges and other similar regulatory bodies), the Company and Buyer shall consult with one another, and use reasonable best efforts to agree upon the text of any press release, before issuing any such press release or otherwise making public statements with respect to the transactions and in making any filing with any federal or state governmental or regulatory agency or with any securities exchange with respect thereto.

4.05 No Representation Regarding Tax Treatment. No representation or warranty is being made by any party to any other regarding the treatment of this transaction for federal or state income taxation. Each party has relied exclusively on its own legal, accounting, and other tax adviser regarding the treatment of this transaction for federal and state income taxes and on no representation, warranty, or assurance from any other

party or such other party's legal, accounting, or other adviser.

4.06 Expenses of Sale. The Buyer will pay all expenses incident to the performance of its obligations hereunder, including but not limited to the fees and expenses of its counsel and accountants, and the cost of qualifying the offer and sale of the shares of CTYM Stock in various jurisdictions or obtaining an exemption therefrom. The Company shall be responsible for all of its expenses including the cost associated with transfer of the CTYM Shares and its attorney's fees.

ARTICLE V MISCELLANEOUS

5.01 Attorney's Fees. In the event that any party institutes any action or suit to enforce this Agreement or to secure relief from any default hereunder or breach hereof, the breaching party or parties shall reimburse the nonbreaching party or parties for all costs, including reasonable attorneys' fees, incurred in connection therewith and in enforcing or collecting any judgment rendered therein.

5.02 Entire Agreement. This Agreement represents the entire agreement between the parties relating to the subject matter hereof. All previous agreements between the parties, whether written or oral, have been merged into this Agreement. This Agreement alone fully and completely expresses the agreement of the parties relating to the subject matter hereof. There are no other courses of dealing, understandings, agreements, representations, or warranties, written or oral, except as set forth herein.

5.03 Survival; Termination. The representations, warranties, and covenants of the respective parties shall survive the closing and the consummation of the transactions herein contemplated for a period of six months from the closing, unless otherwise provided herein.

5.04 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall be but a single instrument.

5.05 Amendment or Waiver. Every right and remedy provided herein shall be cumulative with every other right and remedy, whether conferred herein, at law, or in equity, and such remedies may be enforced concurrently, and no waiver by any party of the performance of any obligation by the other shall be construed as a waiver of the same or any other default then, theretofore, or thereafter occurring or existing. At any time prior to the closing, this Agreement may be amended by a writing signed by all parties hereto, with respect to any of the terms contained herein, and any term or condition of this Agreement may be waived or the time for performance thereof may be extended by a writing signed by the party or parties for whose benefit the provision is intended.

5.06 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Buyer and Company and their successors. Nothing expressed in this Agreement is intended to give any person other than the persons mentioned in the preceding sentence any legal or equitable right, remedy or claim under this Agreement.

5.07 Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder hereof.

5.08 Captions. The captions or headings in this Agreement are inserted for convenience and identification only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provisions hereof.

5.09 Applicable Law. The Buyer and Company hereby agree this Agreement shall be governed by and construed and enforced under and in accordance with the laws of the State of Nevada and all subject matter and in persona jurisdiction shall be the state courts of Nevada and as such the Buyer and Company irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the State of Nevada and of the United States of America located in Nevada for any actions, suits or proceedings arising out of or relating to this Agreement and the Buyer and Company agree not to commence any action, suite or proceedings relating thereto except in such courts.

IN WITNESS WHEREOF, the corporate parties hereto have caused this Agreement to be executed by their respective officers, hereunto duly authorized, as of the date first above written.

BUYER:
City Media, Inc.
a Utah corporation

COMPANY:
Las Vegas Cannabis Info Center
a Nevada corporation

By: ERIC MILLER

By: HAL J. LEWIS

Name: Eric Miller, President

Name: Hal J. Lewis

Its: 1/5/15

Its: _____

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "*Agreement*"), dated January 5, 2014, is made between David Tobias (the "*Seller*") and City Media, Inc., a Utah corporation (the "*Buyer*").

RECITALS

WHEREAS, the Buyer desires to acquire certain assets of Seller in consideration of issuing 3,000,000 restricted shares of Buyer's common stock to Seller.

WHEREAS, capitalized terms used, and not otherwise defined, in this Agreement shall have the meanings assigned to such terms in Section 8.1.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 ASSETS

Section 1.1 Sale of Assets

1. Upon the terms and subject to the conditions set forth in this Agreement, at the Closing, the Seller will sell to Buyer the following assets:
 - a. the domain name hempcoin.com;
 - b. 2,399,074,298.50 hempcoins; and
 - c. all intellectual property associated with hempcoin.com, hempcoin purse, and hempcoin as a crypto currency, including any copyrights, trademarks and patents, whether registered or unregistered, statutory or common law (and any rights to claim or register such intellectual property).

The foregoing shall be collectively referred to herein as the "*Assets*".

ARTICLE 2 PURCHASE PRICE

Section 2.1 Purchase Price

In consideration of the receipt of the Assets from Seller, the Buyer will issue to the Seller 3,000,000 fully paid and non-assessable restricted shares of Buyer's common stock ("the Purchase Price").

Section 2.2 Shares of Common Stock Outstanding Post Closing

After the transaction described above has been completed, there will be a total of 14,971,600 shares of Buyer's common stock outstanding (excluding the 25,000 share issuance referenced in Section 14.6 hereof).

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLER

The Seller represents and warrants to the Buyer as follows:

Section 3.1 Governmental Authorization

The execution, delivery and performance by the Seller of this Agreement and the other Transaction Documents and the consummation by the Seller of the transactions contemplated hereby and thereby do not require any consent, approval, compliance, exemption, authorization or permit of or other action by, or filing with, any Governmental Authority, other than such requirements which have already been completed, filings and approvals which are not required prior to the consummation of the transactions contemplated by this Agreement and the other Transaction Documents or where the failure of any such consent, approval, compliance, exemption, authorization or permit to be obtained, action to be taken or filing to be made would not have, individually or in the aggregate, a Material Adverse Effect On Assets.

Section 3.2 Non-Contravention

The execution, delivery and performance by the Seller of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby do not and will not (a) assuming compliance with the matters referred to in Section 4.3, contravene or conflict with or result in a violation or breach of any provision of any Requirement of Law or Order binding upon or applicable to the Seller with regard to the Assets, or (b) require any consent or other action by any Person under, constitute a default under or give rise to a right of termination, cancellation or acceleration of any right or obligation or to the loss of any benefit or material adverse modification of the effect (including an increase in the price paid by, or cost to, the Seller) of, or under any provision of any agreement or other instrument to which any Seller is a party or that is binding upon any Seller or any license, franchise, permit or other similar authorization held by any Seller or (c) violate, conflict with or result in any breach, default or contravention of (with due notice or lapse of time or both), or the creation or imposition of any Liens on the Assets.

Section 3.3 Litigation

No litigation (including derivative actions), arbitration proceeding or governmental investigation or proceeding is pending or, threatened against Seller regarding the Assets.

Section 3.4 Taxes

The Seller has timely filed all Tax Returns and reports required to be filed by it regarding the Assets and has paid all taxes as shown to be owed on such returns and reports.

Section 3.5 Title to Assets

Seller has good and marketable title to the Assets and any other property transferred pursuant to this Agreement, and such Assets and property are free and clear of any liens and encumbrances.

Section 3.6 Compliance with Laws; Government Approvals

(1) Seller is in compliance with any Requirement of Law, Order, permit, license or other governmental authorization or approval applicable to the Assets, except for failures to comply or violations that would not have, individually or in the aggregate, a Material Adverse Effect On Assets.

(2) Seller holds all orders and all consents, permits, licenses, variances, exemptions and approvals from Governmental Authorities that are material to ownership and operation of the Assets. Seller is in compliance with the terms of such consents, permits, licenses, variances, exemptions, orders and approvals, except where the failure to so comply would not have, individually or in the aggregate, a Material Adverse Effect On Assets.

Section 3.7 Environmental Matters

(1) Seller has complied with and is in compliance with all Environmental Laws applicable to the Assets, except for such instances of noncompliance that would not have, individually or in the aggregate, a Material Adverse Effect On Assets;

(2) Seller holds and has held all permits required pursuant to Environmental Laws in connection with the Assets and is and has been in compliance with such permits, except for the failure to hold such permits and such instances of noncompliance that would not have, individually or in the aggregate, a Material Adverse Effect On Assets; and

(3) There is no action, suit, claim, investigation or proceeding (whether judicial, arbitral, administrative or other) pending or, to the Seller's knowledge threatened against Seller pursuant to Environmental Laws that would have, individually or in the aggregate, a Material Adverse Effect On Assets.

Section 3.8 Insurance

Seller is not covered by insurance.

Section 3.9 Accuracy of Statements

The representations and warranties of the Seller contained in this Agreement, taken together and as modified by any Schedules or Exhibits, do not contain any untrue statement of a material fact and do not omit to state a material fact that would make the representations and warranties untrue in a material respect.

Section 3.10 Finders and Investment Bankers

There is no broker, finder or other intermediary who has been retained by or is authorized to act on behalf of the Seller who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement and the other Transaction Documents.

Section 3.11 No Other Representations

Except as specifically set forth in this Article III, the Seller has not made, and the Seller agrees that it has not relied upon, any other representations or warranties, whether expressed or implied.

Section 3.12 Seller Not Subject To Bankruptcy

Seller is not and has not been the subject of any voluntary or involuntary bankruptcy proceedings.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE BUYER

Buyer represents and warrants to the Seller as follows:

Section 4.1 Corporate Existence and Power

Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Utah all other jurisdictions in which it is required to be qualified to engage in business, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business substantially as now conducted, except where the failure to do so would not have, individually or in the aggregate, a Buyer Material Adverse Effect. For purposes of this Agreement, the term "*Buyer Material Adverse Effect*" means any event, change, occurrence, circumstance or development which has had or, to the knowledge of the Buyer, would have a material adverse effect on the condition (financial or otherwise), business, assets or results of operations of the Buyer, or that materially adversely affects the ability of the Buyer to consummate the transactions contemplated by this Agreement and the other Transaction Documents or materially impairs or delays the Buyer's ability to perform its obligations hereunder.

Section 4.2 Corporate Authorization

Buyer has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents and to consummate the transactions contemplated hereunder. The board of directors of the Buyer has approved this Agreement and the other Transaction Documents and the transactions contemplated hereby and thereby, and no further corporate or stockholder action is required on the part of the Buyer in connection with the consummation of the transactions contemplated by this Agreement and the other Transaction Documents. The execution, delivery and performance of this Agreement and the other Transaction Documents to be executed and delivered by the Buyer and the consummation by the Buyer of the transactions contemplated hereunder and hereunder have been duly and validly authorized by all necessary corporate action on the part of the

Buyer. This Agreement has been and the other Transaction Documents have been, or will be, as applicable, duly executed and delivered by the Buyer and, assuming the due authorization, execution and delivery hereof by the Seller, constitute, or will constitute, as applicable, legal, valid and binding agreements of the Buyer.

Section 4.3 Governmental Authorization

The execution, delivery and performance by the Buyer of this Agreement and the other Transaction Documents and the consummation by the Buyer of the transactions contemplated hereby and thereby do not require any consent, approval, compliance, exemption, authorization or permit of or other action by, or filing with, any Governmental Authority, other than such requirements which have already been completed, filings and approvals which are not required prior to the consummation of the transactions contemplated by this Agreement and the other Transaction Documents or where the failure of any such consent, approval, compliance, exemption, authorization or permit to be obtained, action to be taken or filing to be made would not have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 4.4 Non-Contravention

The execution, delivery and performance by the Buyer of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby do not and will not (a) contravene or conflict with or result in any violation or breach of any provision of the certificate of incorporation or bylaws of the Buyer, (b) assuming compliance with the matters referred to in Section 4.3, contravene or conflict with or result in a violation or breach of any provision of any Requirement of Law or Order binding upon or applicable to the Buyer, or (c) require any consent or other action by any Person under, constitute a default under or give rise to a right of termination, cancellation or acceleration of any right or obligation or to the loss of any benefit or material adverse modification of the effect (including an increase in the price paid by, or cost to, the Buyer) of, or under any provision of any agreement or other instrument to which any Buyer is a party or that is binding upon any Buyer or any license, franchise, permit or other similar authorization held by any Buyer or (d) violate, conflict with or result in any breach, default or contravention of (with due notice or lapse of time or both), or the creation or imposition of any Liens on any asset of the Buyer or that would not have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 4.5 Financial Condition

The Buyer has delivered to the Seller true and correct copies of the audited financial statements of Buyer for the fiscal year ended September 30, 2014 and 2013 (the "*Buyer Annual Financials*"). The Buyer Annual Financials have been prepared in accordance with GAAP and present fairly in all material respects the combined or consolidated financial condition (as applicable) of the applicable entities, as the case may be, as of the dates thereof, and the combined or consolidated results of operations (as applicable) of the applicable entities for the period then ended.

Section 4.6 Absence of Certain Changes

Since inception, the Buyer has operated its business, in all material respects, in the ordinary course consistent with past practices, and there has not been a Buyer Material Adverse Effect.

Section 4.7 Litigation

No litigation (including derivative actions), arbitration proceeding or governmental investigation or proceeding is pending or, threatened against the Buyer or any of Buyer's officers or directors which, if adversely determined, would reasonably be expected to have a Buyer Material Adverse Effect.

Section 4.8 Taxes

The Buyer has timely filed all Tax Returns and reports required to be filed by it and has paid all taxes as shown to be owed on such returns and reports.

Section 4.9 Title to Properties; Leases

The Buyer has good and marketable title to, or in the case of leased property and assets, valid leasehold interests in, all of its tangible personal properties and assets used or held for use in the conduct of its business, and such properties and assets are free and clear of any liens.

Section 4.10 Compliance with Laws; Government Approvals

(1) The Buyer is in compliance with any Requirement of Law, Order, permit, license or other governmental authorization or approval applicable to its business or by which any of its properties, assets or operations of its business is bound or affected, except for failures to comply or violations that would not have, individually or in the aggregate, a Buyer Material Adverse Effect. To the Buyer's knowledge, since its inception, the Buyer, in the operation of its business, has not violated any applicable Requirement of Law, Order, permit, license or other governmental authorization or approval, except for violations which, individually or in the aggregate, would not have a Buyer Material Adverse Effect.

(2) The Buyer holds all orders and all consents, permits, licenses, variances, exemptions and approvals from Governmental Authorities that are material to the operation of its business. The Buyer is in compliance with the terms of such consents, permits, licenses, variances, exemptions, orders and approvals, except where the failure to so comply would not have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 4.11 Environmental Matters

(1) The Buyer has complied with and is in compliance with all Environmental Laws applicable to its business, except for such instances of noncompliance that would not have, individually or in the aggregate, a Buyer Material Adverse Effect;

(2) The Buyer holds and has held all permits required pursuant to Environmental Laws in connection with its business and is and has been in compliance with such permits, except for the failure to hold such permits and such instances of noncompliance that would not have, individually or in the aggregate, a Buyer Material Adverse Effect; and

(3) There is no action, suit, claim, investigation or proceeding (whether judicial, arbitral, administrative or other) pending or, to the Buyer's knowledge threatened against Buyer pursuant to Environmental Laws that would have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 4.12 Insurance

The Buyer is not covered by insurance.

Section 4.13 Accuracy of Statements

The representations and warranties of the Buyer contained in this Agreement, taken together and as modified by any Schedules or Exhibits, do not contain any untrue statement of a material fact and do not omit to state a material fact that would make the representations and warranties untrue in a material respect.

Section 4.14 Securities and Exchange Commission Filings

The Buyer has filed all forms, reports, schedules, statements and other documents (including all exhibits, annexes, supplements and amendments to such documents) required to be filed by it under the Securities Exchange Act of 1934, as amended (the "*Exchange Act*") and the Securities Act of 1933, as amended (the "*Securities Act*"), (such documents shall be referred to herein as, the "*SEC Reports*"). The SEC Reports, including any financial statements or schedules included or incorporated therein by reference, at the time they were filed, (i) complied in all material respects with the requirements of the Exchange Act or the Securities Act or both, as the case may be, applicable to those SEC Reports and (ii) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated or necessary in order to make the statements made in those SEC Reports, in the light of the circumstances under which they were made, not misleading. After completion of the acquisition of the Assets, the Company will maintain its reporting status with the SEC and will not under any circumstances file a Form 15 with the SEC deregistering its shares of common under section 12(g), section 13, or section 15(d) of the Securities Exchange Act of 1934, as amended.

Section 4.15 Finders and Investment Bankers

There is no broker, finder or other intermediary who has been retained by or is authorized to act on behalf of the Buyer who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement.

Section 4.16 No Other Representations

Except as specifically set forth in this Article IV, the Buyer has not made, and the Seller agrees that it has not relied upon, any other representations or warranties, whether expressed or implied.

Section 4.17 Buyer Not Subject To Bankruptcy

Buyer is not and has not been the subject of any voluntary or involuntary bankruptcy proceedings.

Section 4.18 Capitalization of Buyer

Buyer has 11,971,600 shares of common stock outstanding and 0 shares of preferred stock issued and outstanding and has no outstanding options, warrants or other securities exercisable or convertible into shares of Buyer's common or preferred stock other than as described in Buyer's financial statements filed with the SEC. However, on or after the date hereof, Buyer intends to issue an additional 25,000 shares of Buyer's common stock as part of a separate acquisition of assets unrelated to this Agreement.

Section 4.19 Blank Check or Shell Company

Buyer is not a "blank check company" as such term is defined by Rule 419 of the Securities Act and has never offered any securities pursuant to Rule 419 of the Securities Act. Further, Buyer is not a "shell company" as that term is defined in Rule 405 of the Securities Act of 1933, as amended.

Section 4.20 Discontinuance of Present Operations

Should it choose to do so, Buyer may discontinue all of its present business operations without any Buyer Material Adverse Effect.

Section 4.21 Minute Book.

Buyer's Minute Book is accurate, complete and up to date.

ARTICLE 5 COVENANTS

Section 5.1 Confidentiality

Seller and Buyer acknowledge that the transactions described herein are of a confidential nature and Seller and Buyer agree not to disclose any of such confidential information, except to (i) their respective legal, financial, and accounting advisors, (ii) their lenders, shareholders, officers, and directors, or (iii) as required by law.

Section 5.2 Further Assurances

(1) From time to time following the Closing, at the request of any of the parties and without further consideration, the Buyer or the Seller, as the case may be, shall cause their applicable Affiliates to, execute and deliver such further documents, perform such further acts, and fully cooperate with each other, as may be reasonably necessary in order to effectively transfer and convey the Assets to the Buyer on the terms herein contained, and to otherwise comply with the terms of this Agreement and the other Transaction Documents.

(2) Each of the parties shall, as promptly as practicable after the Closing Date, make all filings required to be made by it under any Requirement of Law relating to the transactions contemplated by this Agreement and shall cooperate with the other parties with respect to such filings.

Section 5.3 Indemnification

(1) The Seller agrees to indemnify and hold harmless the Buyer (and its directors, officers, managers, members, employees, successors and assigns, referred to collectively herein as the "*Buyer Indemnified Parties*") from and against any Losses arising out of or relating to any breach by the Seller of any representation, warranty, covenant or agreement of the Seller pursuant to this Agreement.

(2) The Buyer agrees to indemnify and hold harmless the Seller (and its directors, officers, managers, members, employees, successors and assigns, referred to collectively herein as the "*Seller Indemnified Parties*", and together with the Buyer Indemnified Parties, the "*Indemnitee*") from and against any Losses arising out of or relating to any breach by the Buyer of any representation, warranty, covenant or agreement of the Buyer pursuant to this Agreement.

Section 5.4 Indemnification Procedures

(1) Promptly after discovery or receipt by any Indemnitee of notice of any demand, claim or circumstance which would or might give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "*Asserted Liability*") that may result in Losses, the Indemnitee shall give written notice thereof (the "*Claims Notice*") to the Person or Persons obligated to provide indemnification pursuant to Section 5.3 (collectively, the "*Indemnifying Party*"). The Claims Notice shall describe the Asserted Liability in reasonable detail and shall indicate the amount (estimated, if necessary, and to the extent feasible) of the Losses that have been or may be suffered by the Indemnitee. The Indemnitee shall thereupon give the Indemnifying Party reasonable access to the books, records and assets of the Indemnitee which evidence or support such Claims Notice and any act, omission or occurrence giving rise to such claim and the right, upon prior notice during normal business hours, to interview any appropriate personnel of the Indemnitee related thereto. Not more than thirty (30) days following receipt of the Claims Notice, the Indemnified Party shall give written notice to the Indemnitee that it either (i) accepts liability for the matter set forth in the Claims Notice, and the amount thereof, or (ii) disputes such liability and/or the amount thereof, and the specific grounds for such dispute. Failure of the Indemnitee to give the notice provided in the preceding sentence within the time period there provided shall have the same effect as notice under clause (i) of the preceding sentence. If the Indemnifying Party gives timely notice to the Indemnitee that it disputes liability for the matter set forth in a Claims Notice, and/or the amount thereof, the parties shall endeavor for a period of twenty (20) days following the Indemnitee's receipt of such notice (the "*Reconciliation Period*") to resolve their differences. Thereafter, any party shall be free to institute litigation to resolve such differences.

(2) The Indemnifying Party may elect to compromise or defend, at its own expense and by its own counsel, any Asserted Liability for which it has accepted, or is deemed to have accepted, liability pursuant to Section 5.4(1). If the Indemnifying Party elects to compromise or defend such Asserted Liability, it shall within thirty (30) days (or sooner, if the nature of the Asserted Liability so requires) notify the Indemnitee in writing of its intent to do so. In such event, the Indemnitee shall cooperate, at the expense of the Indemnifying Party, in the compromise of, or defense against, such Asserted Liability and may also, at its option, choose

to participate in such defense or compromise through counsel of its choosing at its expense. If the Indemnifying Party elects not to compromise or defend the Asserted Liability, fails to notify the Indemnitee of its election as herein provided or contests its obligation to indemnify under this Agreement, the Indemnitee may pay, compromise or defend such Asserted Liability. Notwithstanding the foregoing, neither the Indemnifying Party nor the Indemnitee may settle or compromise any claim over the written objection of the other; provided, however, that (i) consent to settlement or compromise shall not be unreasonably withheld or delayed and (ii) the Indemnifying Party may settle claims for monetary damages, only, without the consent of the Indemnitee.

(3) Notwithstanding any other provision contained herein to the contrary, the failure to notify, or any delay in notifying, the Indemnifying Party of an Asserted Liability will not relieve the Indemnifying Party of any liability that it may have to the Indemnitee, except to the extent the Indemnifying Party's position is prejudiced as a result of any failure or delay of the Indemnitee in providing any Claims Notice to such Indemnifying Party.

Section 5.5 Confidential Information

At all times after the Closing Date, the parties and their directors, officers, employees, accountants, consultants, legal counsel, investment bankers, agents and other representatives shall treat in confidence, and shall not use in any manner, information obtained from another party that is confidential or proprietary ("*Confidential Information*"). Confidential Information shall not be communicated to any third Person (other than the parties' respective counsel, accountants, financial advisors or consultants who shall also agree to maintain the confidentiality of, and to not use, the Confidential Information). The obligation to treat Confidential Information in confidence shall not apply to any Confidential Information which (i) is or becomes available to any party from a source other than another party, (ii) is or becomes available to the public other than as a result of disclosure by such party or (iii) is required to be disclosed under applicable law or judicial process, but only to the extent it must be disclosed.

Section 5.6 Exchange of Information

Each of the parties represents to the other that it is a sophisticated investor as that term is defined in the rules and regulations of the Securities and Exchange Commission; has been furnished with the same information that can be found in a Form S-1 registration statement; understands the information; is familiar with the other party's business or Assets, as the case may be; and, has had an opportunity to ask questions of the other party or its management.

ARTICLE 6 CLOSING

Section 6.1 Closing Date and Place

The closing of the transactions contemplated hereby (the "*Closing*") will take place within five (5) days as determined by the parties (the "*Closing Date*").

ARTICLE 7
CONDITIONS TO SELLER CLOSING

The following events are conditions to Seller consummating the transactions contemplated by this agreement and the Closing thereof:

Section 7.1 Issuance of Shares of Common Stock

Buyer will issue 3,000,000 restricted shares of common stock to Seller.

Section 7.2 Transfer of Assets

Concurrently with the payments set forth in Section 7.1 above, Seller will transfer to Buyer all right, title and interest in and to the Assets.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Definitions

As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

"*Affiliate*" means with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person.

"*Business Day*" means any day other than a Saturday, Sunday or a federal holiday, and shall consist of the time period from 12:01 a.m. through 12:00 midnight Eastern Time.

"*Environmental Laws*" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11001 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. § 136 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Clean Water Act (Federal Water Pollution Control Act), 33 U.S.C. § 1251 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., as any of the above statutes have been or may be amended from time to time, all rules and regulations promulgated pursuant to any of the above statutes, and any other foreign, federal, state or local law, statute, ordinance, rule or regulation governing Environmental Matters, as the same have been or may be amended from time to time, and all applicable judicial and administrative decisions, orders, and decrees relating to Environmental Matters.

"*Environmental Matter*" means any matter arising out of, relating to, or resulting from pollution or protection of the environment.

"GAAP" means the generally accepted accounting principles in the United States as defined by controlling pronouncements of the Financial Accounting Standards Board, as from time to time supplemented and amended.

"Governmental Authority" means any domestic, foreign, international, national, federal, state, provincial or local governmental, regulatory or administrative authority, agency, commission, court, tribunal, arbitral body or self-regulated entity.

"Knowledge" means with respect to any Person, the actual knowledge of the Person and its affiliates following reasonable inquiry in the context of such affiliates' day-to-day responsibilities and not specifically for the purpose hereof.

"Losses" mean any claims, actions, proceedings, losses, liabilities, damages, costs and expenses including, without limitation, reasonable fees and expenses of counsel incurred by the applicable Indemnitee in any claim, action or proceeding.

"Material Adverse Effect On Assets" means any event, change, occurrence, circumstance or development which (i) has had or, to the knowledge of the Seller, would have a material adverse effect on the value or operations of the Assets, or (ii) adversely affects the ability of the Buyer to use and operate the Assets.

"Order" means any order, judgment, injunction, award, decree or writ handed down or imposed by any Governmental Authority.

"Person" means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) to such entity.

"Requirement of Law" means, as to any Person, any law, statute, treaty, rule, regulation, right, privilege, qualification, license, franchise or determination of an arbitrator or a court or other Governmental Authority or stock exchange, in each case applicable or binding upon such Person or any of its property or to which such Person or any of its property is subject or pertaining to any or all of the transactions contemplated or referred to herein.

"Tax Returns" means all returns and reports required to be supplied to a tax authority relating to taxes.

"Transaction Documents" means, collectively, this Agreement, the Bill of Sale and Assignment documents, and any other documents delivered pursuant to this Agreement.

Section 8.2 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial

(1) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES THEREOF. EACH OF THE PARTIES HERETO AGREES THAT ANY LEGAL ACTION BETWEEN THE PARTIES RELATING TO THE PERFORMANCE OF THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT OF THE TERMS HEREOF OR THEREOF, SHALL EXCLUSIVELY BE BROUGHT IN THE STATE OR FEDERAL COURTS OF THE STATE OF NEVADA, HAVING JURISDICTION OF THE SUBJECT MATTER THEREOF, AND EACH PARTY IRREVOCABLY CONSENTS TO PERSONAL JURISDICTION IN ANY SUCH STATE COURT, WAIVES ANY RIGHT TO OBJECT TO SUCH VENUE OR TO ASSERT THE DEFENSE OF FORUM NON-CONVENIENS, AND AGREES THAT SERVICE OF COMPLAINT OR OTHER PROCESS MAY BE MADE BY CERTIFIED OR REGISTERED MAIL ADDRESSED TO SUCH PARTY AT THE ADDRESS SET FORTH IN SECTION 7.11.

(2) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

Section 8.3 Entire Agreement; Construction

(1) This Agreement and the other Transaction Documents (including all agreements and other documents contemplated herein and therein) constitute the entire agreement among the parties relating to the subject matter hereof and supersedes any prior understandings or agreements, written or oral, that relate to the subject hereof (including any term sheets).

(2) This Agreement and the other Transaction Documents may not be assigned without the prior written consent of the other parties hereto; provided, however, that the Buyer may, without the prior written consent of the Seller and provided it remains liable for its obligations hereunder, assign its rights under this Agreement and the other Transaction Documents to any existing or newly-formed Affiliate or Affiliates of the Buyer.

(3) This Agreement and the other Transaction Documents may not be amended except by a writing that specifically references this Agreement and the other Transaction Documents, as applicable, and that is signed by each party to this Agreement and the other Transaction Documents, as applicable, provided that any amendment requiring approval of the stockholders of the Buyer under Requirements of Law may not be made without the requisite approval of those stockholders. The parties agree that each of them participated in the preparation and

negotiation of this Agreement and the other Transaction Documents and the agreements contemplated hereby and thereby and that none of this Agreement and the other Transaction Documents nor any of the agreements contemplated hereby or thereby shall be construed against any party by virtue of the fact that any party prepared or drafted such agreements. Nothing in this Agreement and the other Transaction Documents, expressed or implied, is intended or shall be construed to confer upon, or create in, any Person other than the parties and their respective successors and permitted assigns and Indemnitees any right, remedy, claim or obligation under or by reason of this Agreement and the other Transaction Documents, as the case may be.

Section 8.4 Interpretation

The table of contents and headings in this Agreement are for reference only and shall not affect the meaning or interpretation of this Agreement. Definitions shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. All references in this Agreement to Articles, Sections and Exhibits shall be deemed to be references to Articles and Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The words "include," "includes" and "including" when used in this Agreement shall be deemed to be followed by the phrase "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement, instrument or statute defined or referred to herein or in any agreement or instrument referred to herein shall mean such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein.

Section 8.5 Severability

The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability or the other provisions of this Agreement. If any provision of this Agreement, or the application of that provision to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted for that provision in order to carry out, so far as may be valid and enforceable, the intent and purpose of the invalid or unenforceable provision and (b) the remainder of this Agreement and the application of the provision to other Persons or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of the provision, or the application of that provision, in any other jurisdiction.

Section 8.6 Waiver

At any time, the Buyer, on the one hand, and the Seller, on the other hand, may (a) extend the time for the performance of any of the obligations of the other party or parties, as the case may be, (b) waive any inaccuracies in the representations and warranties of the other party or parties, as the case may be, contained in this Agreement or in any document delivered under this Agreement or (c) subject

to Requirements of Law, waive compliance with any of the covenants or conditions contained in this Agreement. Any agreement on the part of a party to any extension or waiver shall be valid only if set forth in an instrument in writing signed by such party. The failure of any party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights.

Section 8.7 Survival

All representations and warranties contained in this Agreement shall survive the Closing for a period of one (1) year (the "*Expiration Date*"). Any representation, warranty or indemnity which is the subject of a claim or dispute asserted in writing (or the subject of a proceeding) on or prior to the Expiration Date shall survive with respect to such claim or dispute until its final, non-appealable resolution.

Section 8.8 Counterparts; Telecopier

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. Signature pages exchanged by telecopier shall be fully binding.

Section 8.9 Expenses

Each party shall pay all costs and expenses incurred or to be incurred by, or on behalf of, such party and its Affiliates in negotiating and preparing this Agreement and carrying out the transactions contemplated hereby, including, without limitation, the fees and expenses of attorneys, investment bankers, finders, brokers, accountants and other professionals.

Section 8.10 Notices

Notices hereunder will be in writing and in tangible form (rather than by e-mail or similar electronic form) and served by certified United States Mail, express overnight delivery, or telecopier, and shall be deemed effective upon receipt.

Notices to Seller will be addressed to: David Tobias
 P.O. Box 1602
 Mesquite, Nevada 89024

Notices to the Buyer will be addressed to: City Media, Inc.
 7170 E. McDonald Dr., Suite 3
 Scottsdale, Arizona 85253.

with copies to: The Law Office of Conrad C. Lysiak, P.S.,
 601 West First Avenue, Suite 903
 Spokane, Washington 99201.

Section 8.11 Remedies; Specific Performance

Except as otherwise provided in this Agreement, any and all remedies expressly conferred upon a party shall be cumulative with and not exclusive of any other remedy contained in this Agreement, at law or in equity and the exercise by a party of any one remedy shall not preclude the exercise of any other remedy. The parties to this Agreement agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement (without proving actual damages or posting a bond or other security), this being in addition to any other remedy to which they are entitled at law or in equity.

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

SELLER:

DAVID TOBIAS

BUYER:

CITY MEDIA, INC.

BY:

Eric Miller, President