

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") made and entered into on the _____ day of _____, 2005, and effective as of February _____, 2005, between SHERRY RICHARDS, dba A Woman's View (the "Seller") and ARTHUR AGENCY, LLC, a West Virginia limited liability company, (the "Purchaser").

1. SELLER does hereby sell to PURCHASER and PURCHASER does hereby purchase from SELLER all of the tangible and intangible assets used in the operation of that certain publication known as "A Woman's View" which is published at Parkersburg, West Virginia, and distributed in certain markets in West Virginia and Ohio.

2. The assets purchased hereunder shall include:

- (A) All of the equipment listed in Exhibit "A" attached hereto.
- (B) All business records, including but not limited to, financial records and customer lists pertaining to the business known as "A Woman's View".
- (C) All of SELLER'S interest in articles, published and unpublished, previously submitted to "A Woman's View".
- (D) All of SELLER'S rights to use, benefit from or receive income in connection with the trade name "A Woman's View" or the trade dress of the publication "A Woman's View".
- (E) All outstanding accounts receivable related to advertising published, or to be published, in "A Woman's View" excepting accounts related to advertising published prior to February 2005.
- (F) All documents and other intellectual property rights in connection with the event "Femme Fair".

3. SELLER does hereby convey the assets which are the subject of this Agreement to PURCHASER free and clear of all liens, encumbrances and liabilities.

4. SELLER specifically warrants to PURCHASER:

- (A) That the assets which are the subject of this Agreement are free and clear of all liens, encumbrances and liabilities.
- (B) That there are no liabilities existing against the business known as "A Woman's View" for any state or Federal taxes which could be asserted against PURCHASER as legal successor to SELLER.

These warranties shall survive the closing.

5. The Purchase Price for the assets which are the subject of this Agreement is \$40,000.00, payable as follows:

- (A) \$20,000.00 paid on February 2, 2005, the receipt of which is hereby acknowledged by SELLER.
- (B) \$15,000.00 or an amount equal to the balance due on SELLER'S obligation to the Mid Ohio Valley Regional Council, whichever amount shall be lesser, at closing.
- (C) The balance (the "Deferred Payment") no later than December 31, 2005. There shall be no interest on the Deferred Payment and PURCHASER may accelerate payment thereof in any number of installments and in any amount without penalty.

6. The obligation of PURCHASER hereunder shall be conditional and contingent upon PURCHASER obtaining a Loan Commitment (the "Loan Commitment") from the Mid Ohio Valley Regional Council in an amount, at an interest rate and under other terms and conditions satisfactory to PURCHASER. In the event PURCHASER is unable to obtain the Loan Commitment, SELLER shall return the \$20,000.00 previously paid by PURCHASER less any expenses paid by SELLER for the month of February 2005, the transaction which is the subject of this Agreement shall be terminated and, thereafter, neither party shall have any obligation to the other under this Agreement.

7. SELLER agrees, without further compensation, that she will, during the month of February 2005, continue with all of her normal and regular activities in connection with the operation of "A Woman's View" and will provide assistance to PURCHASER to accomplish an orderly transition of ownership of the subject assets.

8. SELLER shall pay all of the expenses incurred in the operation of the business "A Woman's View" during the month of February 2005 and prior thereto, excepting the cost of printing the current edition of "A Woman's View" (approximately \$1,950.00).

9. PURCHASER does hereby indemnify and hold SELLER harmless from any and all claims, demands, costs, including attorneys fees and litigation expenses, liability and causes of action arising out of, or in connection with, any claim which may be asserted by any third party arising out of or in connection with the operation of "A Woman's View" after the effective date of this Agreement.

10. SELLER does hereby indemnify and hold PURCHASER harmless from any and all claims, demands, costs, including attorneys fees and litigation expenses, liability and causes of action arising out of, or in connection with, any claim which may be asserted by any third party arising out of or in connection with the operation of "A Woman's View" prior to the effective date of this Agreement.

11. In the event any taxing authority asserts liability against PURCHASER as SELLER'S successor for any tax liability arising from SELLER'S operation of the assets, which are the subject of this Agreement, PURCHASER may pay the amounts assessed and set off an equivalent amount from the Deferred Payment due to SELLER. Should the outstanding balance of the Deferred Payment be insufficient to pay the amount asserted by any taxing authority, SELLER shall, immediately upon demand by PURCHASER, pay an amount equal to such insufficiency together with an amount equal to the amount PURCHASER has expended for professional fees respecting such tax liabilities.

12. PURCHASER represents and warrants to SELLER and SELLER represents and warrants to PURCHASER that no agreement, arrangement or understanding has been made by or on behalf of PURCHASER or SELLER with any third party for brokerage or finder's fees relating to this Agreement or the transaction which is the subject of this Agreement. PURCHASER and SELLER, respectively, do hereby indemnify and hold harmless the other from any and all claims, demands, costs, including attorneys fees and litigation expenses, liability and causes of action arising out of, or in connection with, any claim which may be asserted by any third party claiming a brokerage or finder's fee relating to the subject transaction.

13. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of West Virginia.

14. This Agreement supercedes all prior Agreements and constitutes the entire Agreement between the parties with respect to the subject matter hereof.

15. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective executors, legal representatives, heirs, successors, distributees and assigns.

16. Time is of the essence of this Agreement.

SHERRY RICHARDS
dba A WOMAN'S VIEW

Sherry M Richards SELLER

ARTHUR AGENCY, LLC

By Gene Arthur PURCHASER
Its _____