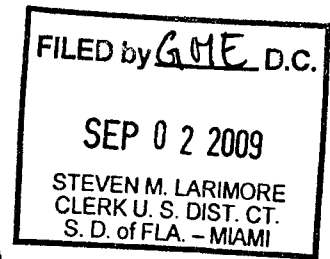


UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO.

09-22616



JERRY POWERS, an individual,

Plaintiff,

v.

NICHE MEDIA HOLDINGS, LLC,
A Nevada limited liability company,

Defendant.

CIV - SEITZ

MAGISTRATE JUDGE
O'SULLIVAN

VERIFIED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Jerry Powers sues Niche Media Holdings, LLC and alleges as follows:

PRELIMINARY STATEMENT

1. This action arises from Niche Media Holdings, LLC's ("Niche Media") false statements and threatened legal action, claiming that Jerry Powers' role in the planned September 8, 2009 publication of a not-for-profit, inner city teen magazine, violates restrictive covenants precluding Mr. Powers from competing with Niche Media in the for-profit, regional, luxury magazine publishing business prior to November 1, 2009. The restrictive covenants are contained in an Asset Purchase Agreement and Employment Agreement executed in conjunction with Niche Media's acquisition of substantially all the assets of Ocean Drive Media Group, Inc., including its flagship magazine "*Ocean Drive*," on November 1, 2007.

2. The false statements and threatened legal action against Mr. Powers, an award winning journalist and publisher for the past 42 years, have jeopardized the planned September 8, 2009 publication of *IE2: Inspire, Enrich & Empower* ("IE2"), a not-for-profit magazine

representing the culmination of a Summer-long student teaching exercise organized and coordinated by Mr. Powers under the auspices of the Overtown Youth Center, and sponsored by Mr. Powers and the Alonzo Mourning Charities, to foster a sense of accomplishment and achievement among 19 inner city youth.

3. Although Mr. Powers' role in mentoring and assisting these 19 students in publishing the *IE2* magazine clearly falls outside the scope of the restrictive covenants in these written agreements, Niche Media president Jason Binn and others have interfered with the planned September 8, 2009 publication of this non-for-profit magazine, by contacting individuals associated with the undertaking and stating that Mr. Powers' activities constitute a violation of his non-competition and non-solicitation obligations, and implying or expressly stating that Niche Media intends to sue Mr. Powers to enjoin his involvement with the publication of this magazine. As a result of Niche Media's actions, the culmination of this eight week student-mentoring project has temporarily been placed on hold.

4. Through this action, Mr. Powers seeks declaratory and injunctive relief confirming that by publishing *IE2*, he is not violating the restrictive covenants in the Asset Purchase Agreement and the Employment Agreement, paving the way for the immediate publication of *IE2*. Mr. Powers also seeks declaratory and injunctive relief declaring that the non-competition and non-solicitation restrictions at issue expire on November 1, 2009, entitling him to work in the for-profit, luxury magazine business on that date.

PARTIES

5. Jerry Powers is an individual residing in Miami-Dade County, Florida. For the past 42 years, Mr. Powers has been involved in the media world as a journalist and publisher. Mr. Powers has received numerous awards for his journalistic accomplishments, including being

nominated for the Robert F. Kennedy Peace Prize in Journalism and receiving an Emmy for a locally produced television show.

6. Defendant Niche Media Holdings, LLC is a Nevada limited liability company with its principal place of business located in Henderson, Nevada. Niche Media is engaged in the business of publishing luxury lifestyle magazines, including *Ocean Drive*.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §1332(a) because this action is between citizens of different states and the amount in controversy exceeds the sum or value of \$75,000.

8. Venue is proper pursuant to 28 U.S.C. § 1391(a), because this is a civil action founded upon diversity of citizenship and a substantial part of the events or omissions giving rise to the claim have occurred in this district. Venue is also proper because the Employment Agreement mandates that all litigation arising out of or relating to Mr. Powers' employment shall be brought in federal or state courts situated in Miami-Dade County, Florida.

FACTUAL ALLEGATIONS

9. In 1992, Mr. Powers founded *Ocean Drive*, a Miami luxury lifestyle magazine. *Ocean Drive* and a number of affiliated publications were originally owned and operated by SOBE News, Inc., a Florida corporation, which later changed its name to Ocean Drive Media Group, Inc. ("ODMG"). At all relevant times, Mr. Powers was one of ODMG's shareholders.

The Operative Agreements

10. On November 1, 2007, ODMG sold substantially all its assets to Niche Media pursuant to an Asset Purchase Agreement (the "APA"). A copy of the APA is attached as Exhibit 1.

11. In relevant part, Section 8.10 of the APA, entitled “*Noncompete; Non-Solicitation.*” states:

(a) Noncompete. Seller and each Principal agrees that, during the two-year period ***following the Closing Date*** (the “Noncompete Period”), he or she shall not, directly or indirectly, either for himself, herself or for any other Person (other than Buyer) participate ***in the Business*** anywhere in the United States of America other than on behalf of Buyer. . . . (emphasis added).

(b) Nonsolicitation. During the Noncompete Period, each Principal shall not, directly or indirectly . . . (ii) induce or attempt to induce any customer or supplier of Buyer or Seller to cease doing business with Buyer or Seller. . .

12. The Closing Date of the APA was November 1, 2007. Therefore, pursuant to Section 8.10(a) of the APA, Mr. Powers is prohibited from competing with Niche Media in the Business until November 1, 2009.

13. Article XI of the APA expressly defines the “*Business*” as “the luxury magazine publication business.”

14. The language of Section 8.10(b) restricts Mr. Powers from soliciting Niche Media employees to leave Niche Media, and mandates that Mr. Powers not “induce or attempt to induce any customer or supplier of Buyer or Seller to cease doing business with Buyer or Seller.”

15. In conjunction with the APA, Mr. Powers also entered into an Employment Agreement with Niche Media dated November 1, 2007, a copy of which is attached as Exhibit 2.

16. Section 9(a) of the Employment Agreement, titled “*Restrictive Covenant,*” states in relevant part that Mr. Powers shall not:

either directly or indirectly, for himself or any third party canvass, contact, solicit or accept business from any customer of the Company with whom the Executive has had business contact on behalf of the Company, ***except*** if such canvassing, contacting, solicitation or acceptance of business ***relates to business ventures or opportunities which do not constitute a Competing Business***

and does not directly or indirectly relate to the loss of any business or business opportunities for the Company. (emphasis added).

17. Section 12.4 of the Employment Agreement defines “*Competing Business*” as “any business which is the same or essentially the same as the Company’s Business currently is, was or projected to become at any time during Executive’s employment . . .”

18. The Employment Agreement defines the “*Company’s Business*” as the “business of publishing regional luxury magazines for circulation in various markets including but not limited to South Florida . . .”

19. While Section 12.6 of the Employment Agreement defines the “*Restriction Period*” during the Initial Term to be twenty-four (24) months commencing upon the termination of Mr. Powers’ employment, the very same section also states:

To the extent there are any inconsistencies *during the first two (2) years of this Agreement* with the corresponding Asset Purchase Agreement, *the Restrictive Covenants related to Non Competition and Non Solicitation under the Asset Purchase Agreement shall be controlling.* (emphasis added).

20. Mr. Powers’ employment with Niche Media was terminated on February 17, 2009, during the first two (2) years of the Employment Agreement, pursuant a Severance Agreement and Release of Claims, which does not change, modify or alter paragraphs 9 or 12 of the Employment Agreement. The Severance Agreement and Release of Claims is not attached to this Complaint based on a confidentiality provision, but will be filed under seal.

21. Mr. Powers has honored and abided by the non-competition and non-solicitation provisions in the APA and the Employment Agreement at all times since the termination of his employment on February 17, 2009.

22. The restrictive covenants related to non-competition and non-solicitation under the APA are controlling, since the expiration date of the non-compete and non-solicitation provision under Section 12.6 of the Employment Agreement (two years from February 17, 2009, the date of Mr. Powers' employment termination) is inconsistent with the expiration date of the non-compete and non-solicitation provision under Section 8.10(a) of the APA (two years from November 1, 2007, the Closing Date).

Mr. Powers' Involvement With the IE2 Project

23. Alonzo Mourning, through his Alonzo Mourning Charities ("Mourning Charities"), has taken a leading role in improving the plight of children and teens in the Overtown section of Miami, where only one in twelve children graduate from high school. The Overtown Youth Center, opened in 2003 and generously supported by the Mourning Charities, is a prevention program dedicated to providing Overtown's children with educational, cultural and recreational services in a safe environment.

24. Mr. Mourning and Mr. Powers have been personal friends for several years. As a result of their friendship, Mr. Powers became involved in the fundraising activities of the Mourning Charities, and has raised over \$1 million.

25. In the Spring of 2009, Mr. Mourning suggested that Mr. Powers mentor a group of teens at the Overtown Youth Center. Based on his longtime involvement in the publishing business, Mr. Powers agreed to mentor a select group of 19 teens, ranging from 12 to 18 years old, with a demonstrated interest in the arts and/or journalism, in producing a magazine for the Overtown Youth Center. The project's goals were to teach the children how to tackle a project from start to finish, understand and experience the wide range of efforts needed for a viable

enterprise, learn entrepreneurial skills, and raise awareness of the Overtown Youth Center through national and local press coverage.

26. Mr. Powers and his own staff organized and coordinated the entire Summer project in consultation with the staff of the Overtown Youth Center. Mr. Powers' undertook the project on a purely voluntary basis and committed his own time, and that of his staff, to making this project a successful and positive experience for these young people.

27. Under Mr. Powers' and his staff's tutelage, the teens worked for eight weeks beginning in June 2009 to develop and create a magazine from scratch, that would be published in time for the beginning of the new school year in early September 2009. The teens named the planned publication *IE2*, short for *Inspire, Enrich and Empower*. The project included teaching the teens all facets of the magazine publishing business, including writing, editing, photography and advertising.

28. With guidance from Mr. Powers and his staff, the 19 teens learned to write and edit copy, style fashion pages, design graphics and style/shoot photos and solicit advertising. With the assistance of Mr. Powers' staff, the teens sold approximately 25 advertisements for placement in *IE2*. The advertisers, some of whom were or are customers of Niche Media with whom Mr. Powers and his staff have longstanding personal and/or professional relationships, were advised that this publication was a not-for-profit, student mentoring project, and that all funds would be used to defray the cost of printing the magazine, and any remaining funds would be donated to the Overtown Youth Center. Nearly all of the ads ranged in cost from \$200 to \$500, and the total amount of ads sold was approximately \$10,000.

29. Since *IE2* was conceived as a “back to school” Fall 2009 issue, it features school related topics, current electronics and media trends, and Fall fashions. A copy of the print-ready version of *IE2* is attached as Exhibit 3.

30. As of August 30, 2009, production of *IE2* was complete and is ready for printing, with a planned delivery date of September 8, 2009.

31. The *IE2* project generated substantial positive publicity in the local and national media. A sampling of this publicity is attached as Composite Exhibit 4.

Niche Media's Intermeddling

32. Soon after the positive publicity about the *IE2* project appeared, Niche Media president Jason Binn and others began contacting individuals involved in the project. During these communications, Niche Media's Binn and others stated that Mr. Powers' involvement in this project constitutes a violation of his non-competition and non-solicitation provisions, and stated or implied that Niche Media is planning to sue Mr. Powers.

33. Specifically, in the days prior to August 25, 2009, Niche Media president Jason Binn, general counsel Key Reid, and their Miami counsel made telephone calls to Albert Dotson, Jr., Chairman of the Board of the Overtown Youth Center, during which they stated that Mr. Powers' involvement and participation in this project constitutes a violation of his non-competition and non-solicitation provisions, and that Niche Media is planning to institute legal action against him.

34. The printing and distribution of the *IE2* magazine has temporarily been placed on hold as a result of Niche Media's statements regarding Mr. Powers' alleged violation of the non-competition and non-solicitation provisions, and the implied or express threat of litigation arising from his involvement with this project.

35. Niche Media's statements, and the implied or express threat of legal action, are preventing Mr. Powers from completing the *IE2* magazine project with the students, injuring his reputation in the community, and chilling his rights and those of the teens working on the project. Niche Media's actions also represent an effort to undermine Mr. Powers' successful return to the luxury magazine publishing business.

36. All conditions precedent to the relief sought herein have been performed, occurred, or been waived.

COUNT I
DECLARATORY JUDGMENT RE POWERS' INVOLVEMENT IN THE *IE2* PROJECT

37. Mr. Powers' repeats paragraphs 9 through 36 above.

38. A concrete, actual controversy exists between Mr. Powers and Niche Media regarding Mr. Powers' involvement and participation in the *IE2* project.

39. Mr. Powers contends that his involvement and participation is not prohibited under the non-competition and non-solicitation provisions in the APA or the Employment Agreement. The production and publication of *IE2* does not constitute a "Business" under the APA, or a "Competing Business" under the Employment Agreement. Moreover, the solicitation of advertisements from customers of Niche Media at nominal cost for placement in the not-for-profit teen publication *IE2* does not violate Section 8.10(b) of the APA or Section 9(a) of the Employment Agreement.

40. Based on its actions and statements to others, Niche Media claims that Mr. Powers' involvement and participation is prohibited under the non-competition and non-solicitation provisions of the APA and Employment Agreement.

41. Mr. Powers is entitled to judgment declaring that his involvement and participation in this project is not prohibited under the non-competition and non-solicitation

provisions of the APA and Employment Agreement, thereby allowing the immediate printing and distribution of *IE2* to move forward without further delay and without fear of legal recrimination against himself, and other supporters and sponsors.

COUNT II
PRELIMINARY INJUNCTION AUTHORIZING PUBLICATION OF *IE2*

42. Mr. Powers' repeats paragraphs 9 through 36 above.

43. Mr. Powers' is substantially likely to succeed on the merits of his claim that the restrictive covenants in the APA and Employment Agreement do not prohibit his involvement and participation in the *IE2* project.

44. Niche Media's communications and statements that Mr. Powers' involvement and participation in this project constitutes a violation of the non-competition and non-solicitation provisions in the APA and the Employment Agreement, and stating or implying that Niche Media is planning to institute legal action against him, have caused the planned printing and distribution of the *IE2* magazine to be placed on hold.

45. Mr. Powers is suffering, and will continue to suffer, irreparable harm as a result of Niche Media's actions.

46. No adequate remedy at law exists because only the printing and distribution of *IE2* will complete Mr. Powers' undertaking, and the ability to ascertain money damages is difficult, if not impossible.

47. No third parties will suffer any injury as a result of the grant of preliminary injunctive relief declaring that Mr. Powers' involvement and participation in the production and printing of *IE2* does not constitute a violation of the relevant provisions of the APA or the Employment Agreement.

48. Any arguable injury that Niche Media might incur as a result of the grant of the preliminary injunctive relief is substantially outweighed by the irreparable injury that Mr. Powers is suffering as a result of Niche Media's actions.

49. The public interest weighs in favor of granting the requested preliminary injunctive because the publication of *IE2* is a not-for-profit endeavor intended to support disadvantaged youth in Florida.

COUNT III
DECLARATORY JUDGMENT RE EXPIRATION
OF NON-COMPETITION AND NON-SOLICITATION PROVISIONS

50. Mr. Powers' repeats paragraphs 9 through 36 above.

51. A concrete, actual controversy exists between Mr. Powers and Niche Media regarding the expiration date of the non-competition and non-solicitation provisions under the APA and the Employment Agreement.

52. Mr. Powers contends the non-competition and non-solicitation restrictions placed upon him expire on November 1, 2009, two years from the Closing Date, based on the operative language in the APA and the Employment Agreement.

53. Based on the foregoing, Mr. Powers is planning to re-enter the luxury magazine publishing business on November 1, 2009.

54. Based on its actions and statements, Niche Media claims that Mr. Powers is bound by the non-competition and non-solicitation restrictions through February 17, 2011, two years from the date of termination of his employment.

55. Mr. Powers is entitled to judgment declaring that the subject non-competition and non-solicitation restrictions expire on November 1, 2009, two years from the Closing Date, based on the operative language in the APA and the Employment Agreement.

COUNT IV
INJUNCTIVE RELIEF RE EXPIRATION
OF NON-COMPETITION AND NON-SOLICITATION PROVISIONS

56. Mr. Powers' repeats paragraphs 9 through 36 above.

57. Mr. Powers' is substantially likely to succeed on the merits of his claim that the subject non-competition and non-solicitation restrictions expire on November 1, 2009, two years from the Closing Date, based on the operative language in the APA and the Employment Agreement.

58. Mr. Powers will suffer irreparable harm in the absence of a preliminary injunction determining that the subject non-competition and non-solicitation restrictions expire on November 1, 2009, and enabling Mr. Powers to return to the media business immediately thereafter.

59. No adequate remedy at law exists because the ability to ascertain money damages due to Niche Media's claims regarding the expiration of the non-competition and non-solicitation restrictions placed upon Mr. Powers, are difficult, if not impossible, to ascertain.

60. No third parties will suffer any injury as a result of the grant of injunctive relief in favor of Mr. Powers.

61. Any arguable injury that Niche Media might incur as a result of the grant of injunctive relief is substantially outweighed by the irreparable injury Mr. Powers will suffer as a result of Niche Media's actions.

62. The public interest weighs in favor of granting the requested injunctive relief to Mr. Powers based on Florida's public policy that restrictive covenants in employment agreements remain reasonable.

RELIEF REQUESTED

WHEREFORE, Jerry Powers requests that this Court:

- a) Order a speedy hearing of this action for declaratory judgment and advance it on the Court's calendar, as expressly authorized pursuant to Federal Rule of Civil Procedure 57;
- b) Enter a declaratory judgment, pursuant to 28 U.S.C. § 2201 and Federal Rule of Civil Procedure 57, declaring that Jerry Powers has not violated the non-competition and non-solicitation provisions in the APA or the Employment Agreement in connection with his participation and involvement in the production, publication and distribution of *IE2*;
- c) Enter a declaratory judgment, pursuant to 28 U.S.C. § 2201 and Federal Rule of Civil Procedure 57, declaring that the non-competition and non-solicitation provisions in the APA and the Employment Agreement do not apply to the production, publication and distribution of *IE2* by Jerry Powers and the teen students;
- d) Enjoin Niche Media from threatening or interfering with Jerry Powers, and those acting in concert with him involved in the production, publication and distribution of *IE2*;
- e) Enter a declaratory judgment, pursuant to 28 U.S.C. § 2201 and Federal Rule of Civil Procedure 57, declaring that the non-competition and non-solicitation restrictions placed upon Jerry Powers will expire on November 1, 2009, two years from the Closing Date, based on the operative language in the APA and the Employment Agreement;
- f) Award Jerry Powers his attorneys' fees, expenses and costs pursuant to the APA, the Employment Agreement, and the Severance Agreement and Release of Claims; and

g) Award such other relief as this Court deems just and proper.

Dated: September 2, 2009.

BRUCE S. ROGOW
ROBERT C. GILBERT
ALTERS BOLDT BROWN
RASH & CULMO, P.A.
4141 NE 2nd Avenue, Suite 201
Miami, Florida 33137
Tel: (305) 571-8550
Fax: (305) 571-8558

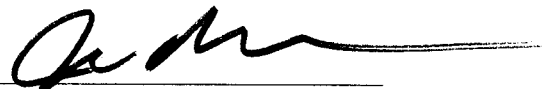
BY: 

Bruce S. Rogow
Florida Bar No. 067999
brogow@rogowlaw.com
Robert C. Gilbert
Florida Bar No. 561861
bobby@abbrclaw.com

Attorneys for Jerry Powers

VERIFICATION

I verify, under penalty of perjury, that the facts alleged in the foregoing Verified Complaint for Declaratory and Injunctive Relief are true and correct based on my personal knowledge, information and belief.



Jerry Powers

Dated: September 2, 2009

Execution Copy

ASSET PURCHASE AGREEMENT

BY AND AMONG

NICHE MEDIA HOLDINGS, LLC,

a Nevada limited liability company,

**THE PERSONS LISTED UNDER THE HEADING "SELLER"
ON THE SIGNATURE PAGES HERETO,**

JERRY POWERS,

and

SANDI POWERS

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is made and entered into as of October 19, 2007 (the "Effective Date"), by and among NICHE MEDIA HOLDINGS, LLC, a Nevada limited liability company ("Buyer"), the parties listed under the heading "Seller" on the signature pages hereto (collectively, "Seller"), JERRY POWERS ("Powers") and SANDI POWERS ("Sandi Powers"; collectively, with Powers, "Principals"), on the following terms and conditions:

RECITALS

1. Seller operates, directly or indirectly, a luxury magazine publication business (the "Business"). Any and all references to Seller herein are meant to be references to each individual Seller and all of the Sellers as a group.

2. Seller desires to sell and transfer substantially all of its assets, including certain related liabilities to Buyer, and Buyer desires to purchase and acquire such assets and desires to assume such liabilities of Seller.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I THE PURCHASE

1.1 Purchase and Sale of Assets. On and subject to the terms and conditions set forth in this Agreement, at the Closing, but effective as of the Effective Time, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase and acquire from Seller, free and clear of any and all Liens (other than the Microsoft Lien), all of Seller's right, title and interest in and to all of Seller's property and assets, personal or mixed, tangible and intangible, of every kind and description, wherever located, including, but not limited to, the following (but excluding the Excluded Assets):

(a) All tangible personal property, including all machinery, equipment, tools, furniture, office equipment, computer hardware, supplies, materials, vehicles and other items of tangible personal property of every kind owned or leased by Seller, together with any transferable express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereto and all maintenance records in the possession of Seller and other documents relating thereto (including such tangible personal property listed on Schedule 1.1(a));

(b) All inventory;

(c) All accounts receivable, including (i) all trade accounts receivable and other rights to payment from customers of Seller and the full benefit of all security for such accounts or rights to payment, (ii) all other accounts or notes receivable of Seller,

and the full benefit of all security for such accounts or notes, and (iii) any claim, remedy or other right related to any of the foregoing;

(d) All Contracts assumed pursuant to Section 1.7(a);

(e) All governmental authorizations and all pending applications therefor or renewals thereof, in each case, to the extent transferable to Buyer;

(f) Copies of all data and records related to the current operations of Seller, including, to the extent they exist, client and customer lists (for the past five years), referral sources, research and development reports, production reports, service and warranty records, equipment logs, operating guides and manuals, financial and accounting records, creative materials, advertising materials, promotional materials, studies, reports, correspondence and other similar documents and records and all current personnel records;

(g) All of the intangible rights and property of Seller, including (i) all Intellectual Property Assets, (ii) all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications, if any; (iii) all patents, patent applications, inventions and discoveries that may be patentable; (iv) all registered and unregistered copyrights in both published works and unpublished works; (v) all rights in mask works; (vi) all know-how, trade secrets, confidential or proprietary information, customer lists, software (to the extent assignable), technical information, data, process technology, drawings and blueprints; (vii) all telephone numbers, e-mail addresses, and rights in internet web sites and internet domain names, and (viii) going concern value and all goodwill;

(h) All of the equity interests Seller holds in VMP (collectively, the "VMP Equity"), OD-LB Enterprises, LLC, a Florida limited liability company, and in Ocean Drive En Espanol Associates, LLC, a Florida limited liability company;

(i) All insurance benefits, including rights and proceeds, arising from or relating to the Assets or the Assumed Liabilities prior to the Effective Time;

(j) All claims of Seller against third parties relating to the Assets or the Assumed Liabilities, whether choate or inchoate, known or unknown, contingent or noncontingent; and

(k) All rights of Seller relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof that are not listed on Schedule 1.2(c) or excluded pursuant to Section 1.2(g).

All of the property and assets to be transferred to Buyer hereunder are herein referred to collectively as the "Assets."

Notwithstanding the foregoing, the transfer of the Assets pursuant to this Agreement shall not include the assumption of any liability related to the Assets unless Buyer expressly assumes that liability pursuant to Section 1.7(a).

1.2 Excluded Assets. Notwithstanding anything in this Agreement to the contrary, the Assets shall not include, and, at the Closing, the Seller shall not sell, assign, transfer or deliver to the Buyer:

- (a) all minute books, stock records and corporate seals of Seller, but shall include all minute books, stock records and corporate seals of VMP;
- (b) the shares of capital stock in Seller or of Seller held in treasury;
- (c) those rights relating to deposits and prepaid expenses and claims for refunds and rights to offset in respect thereof listed on Schedule 1.2;
- (d) all insurance policies and rights thereunder (except to the extent specified in Sections 1.1(i) and 1.1(k));
- (e) all of the Contracts except those set forth on Schedule 1.7(a);
- (f) all personnel records and other records that Seller is required by law to retain in its possession;
- (g) all claims for refund of Taxes and other governmental charges of whatever nature;
- (h) all rights in connection with and assets of the Seller's Plans;
- (i) all rights of Seller under this Agreement, the Bill of Sale, the Assignment and Assumption Agreement; and
- (j) any other assets listed in Schedule 1.2.

All of the property and assets that will not be transferred to Buyer hereunder are herein referred to collectively as the "Excluded Assets."

1.3 Purchase Price. The consideration for the Assets (the "Purchase Price") will be (a) \$30,000,000, and (b) the assumption of the Assumed Liabilities, and shall be subject to further adjustment pursuant to Section 1.5 below. The Purchase Price shall be paid as follows:

- (a) \$29,000,000 to be paid at the Closing by wire transfer of immediately available funds to an account designated by Seller (the "Cash Portion"); and
- (b) subject to the terms of the Escrow Agreement by and among Buyer, Ocean Drive and Wells Fargo Bank, N.A. (the "Escrow Agreement"), \$1,000,000 to be paid two years after the Closing Date by wire transfer of immediately available funds to an account designated by Seller (the "Escrow Amount").

1.4 Allocation of Purchase Price. The Purchase Price shall be allocated among each Seller by Ocean Drive and as set forth on Schedule 1.4. After the Closing, the parties shall make consistent use of the allocation and fair market value specified on Schedule

1.4 for all Tax (defined below) purposes and in all filings, declarations and reports with the Internal Revenue Service ("IRS") in respect thereof, including the reports required to be filed under Section 1060 of the Code. The parties agree to deliver at the Closing an Internal Revenue Service Form 8549 ("Form 8549"), agreed upon by both parties and reflecting the allocation of the Purchase Price set forth on Schedule 1.4. In any Proceeding related to the determination of any Tax, neither Buyer nor Seller nor Principals shall contend or represent that such allocation is not a correct allocation. Notwithstanding anything set forth herein to the contrary, it is agreed by the parties that the allocation of the Purchase Price paid for both Vegas Partners, LLC and OBLB Enterprises, LLC shall be \$1,674,880.00, and \$46,659.00, respectively, which was arrived at by arm's length negotiation and in the judgment of the parties properly reflect the fair market value of each of these assets transferred under this Agreement and shall be incorporated by reference into Schedule 1.4 or any other schedule, agreement or document allocating the Purchase Price.

1.5 Purchase Price Adjustments. The Purchase Price shall be adjusted as follows:

- (a) Within sixty (60) days after the Closing Date, Seller shall deliver to Buyer a certificate (the "Working Capital Certificate"), signed by a duly authorized officer of Ocean Drive, (i) setting forth an audited balance sheet of Seller as of October 31, 2007 (the "Final Balance Sheet"), and stating that the Final Balance Sheet has been prepared in accordance with GAAP and in a manner consistent with the Balance Sheet required to be provided by Seller pursuant to Section 2.4 of this Agreement, and (ii) the calculation by Seller of the Working Capital as of the Closing Date, (the "Final Working Capital"). Seller and Principals shall provide Buyer access to all working papers and other information supporting such calculations.
- (b) If the Final Working Capital, as set forth on the Working Capital Certificate, is greater than \$0, the Purchase Price shall be increased by an amount equal to such excess (the "Working Capital Increase Amount").
- (c) If the Final Working Capital, as set forth on the Working Capital Certificate, is less than \$0, the Purchase Price shall be reduced by an amount equal to such shortfall (the "Working Capital Shortfall Amount").
- (d) Within ten (10) days after receipt of the Working Capital Certificate, assuming there is no Working Capital Objection (as hereinafter defined), and there is a Working Capital Increase Amount, Buyer shall pay the Working Capital Increase Amount to Seller.
- (e) Within ten (10) days after receipt of the Working Capital Certificate, assuming there is no Working Capital Objection, and there is a Working Capital Shortfall Amount, Seller shall pay the Working Capital Shortfall Amount to Buyer.
- (f) If Buyer has any objection to the calculation of the Final Working Capital, as set forth on the Working Capital Certificate, Buyer shall, on or before ten (10) days after receipt of the Working Capital Certificate, so inform Seller by delivering to Seller a

certificate (the "Working Capital Objection") quantifying its objection to the calculation of the Final Working Capital set forth on the Working Capital Certificate and providing a narrative description of its objections.

(g) If Buyer timely delivers the Working Capital Objection to Seller, as contemplated by Section 1.5(f), Buyer and Seller shall, using their good faith efforts, promptly commence to resolve their disagreements with respect to the calculation of Final Working Capital. If Buyer does not deliver a Working Capital Objection to Seller within ten (10) days after receipt of the Working Capital Certificate, the Final Working Capital set forth on the Working Capital Certificate shall be final, conclusive and binding on the parties. If Buyer and Seller are unable to resolve all of their disagreements with respect to the proposed adjustments set forth in the Working Capital Objection within ten (10) days following the delivery of the Working Capital Objection, then Buyer and Seller shall refer the dispute with respect to the Working Capital Objection to a nationally recognized mutually acceptable third party accounting firm (the "Independent Accountant") and shall promptly make available to the Independent Accountant all working papers and other information supporting the calculations of the Final Working Capital. Buyer and Seller shall instruct the Independent Accountant to deliver its written determination (the "Independent Accountant Determination") to Buyer and Seller no later than the tenth (10th) day after the dispute is referred to the Independent Accountant (the "Determination Date"). The Independent Accountant Determination shall be final, binding and conclusive on the parties, and Seller or Buyer, as the case may be, shall pay the Working Capital Increase Amount or the Working Capital Shortfall Amount, as applicable, set forth in the Independent Accountant Determination within ten (10) days following the Determination Date. The fees and disbursements of the Independent Accountant shall be borne equally by Buyer and Seller.

1.6 The Closing. The purchase and sale provided for in this Agreement (the "Closing") will take place either by mail or in person at Buyer's office, 2290 Corporate Circle, Henderson, Nevada 89074 on November 1, 2007 unless Buyer and Seller otherwise agree. The "Closing Date" shall be the date on which the Closing actually takes place. The "Effective Time" shall be 12:01 a.m. on the Closing Date.

1.7 Assumption of Liabilities.

(a) Assumed Liabilities. Except with respect to those obligations, liabilities and Contracts expressly set forth on Schedule 1.7(a) (the "Assumed Liabilities"); Buyer is not assuming any liabilities, obligations or commitments of Seller, direct or indirect, known or unknown, contingent or otherwise, of whatsoever kind or nature. On the Closing Date, but effective as of the Effective Time, Buyer shall assume and agree to discharge only the Assumed Liabilities, which Buyer shall discharge as they become due and owing. The parties agree to pro rate expenses associated with an Assumed Liability through the Effective Time.

(b) Retained Liabilities. The Retained Liabilities shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by Seller. "Retained Liabilities" shall mean any and all liabilities, obligations or commitments of

Seller, direct or indirect, known or unknown, contingent or otherwise, of whatsoever kind or nature (other than the Assumed Liabilities), including, without limitation:

- (i) any liability to Seller's customers arising out of or relating to the conduct of the Business prior to the Effective Time;
- (ii) any liability under any Contract not expressly assumed by Buyer under Section 1.7(a), including any liability arising out of or relating to Seller's credit facilities or any security interest related thereto;
- (iii) any liability arising out of or relating to products or services of Seller to the extent provided or sold on or prior to the Effective Time other than to the extent expressly assumed under Section 1.7(a);
- (iv) any liability under any Contract assumed by Buyer pursuant to Section 1.7(a) that arises after the Effective Time, but that arises out of or relates to any breach by Seller that occurred on or prior to the Effective Time;
- (v) any liability for Taxes incurred by Seller or Principals, including (A) any Taxes arising as a result of Seller's operation of the Business or ownership of the Assets prior to the Effective Time, (B) any Taxes that will arise as a result of the sale of the Assets pursuant to this Agreement, and (C) any deferred Taxes of any nature;
- (vi) any environmental, health or safety liabilities arising out of or relating to the operation of the Business or the ownership of the Assets by Seller prior to the Effective Time or Seller's leasing, ownership or operation of any real property;
- (vii) any liability under a Seller's Plans or relating to payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit-sharing plans, health care plans or benefits or any other employee plans or benefits of any kind for Seller's employees (whether or not incurred by virtue of the consummation of the transactions contemplated hereunder and under the Acquisition Documents);
- (viii) any liability of Seller under any employment, severance, retention or termination agreement with any employee of Seller;
- (ix) any liability of Seller arising out of or relating to any employee grievance arising before the Effective Time, whether or not the affected employees are hired by Buyer;

- (x) any liability of Seller to Principals or an affiliate of Seller or Principals;
- (xi) any liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of Seller;
- (xii) any liability of Seller to make distributions to any of its shareholders or members, as the case may be;
- (xiii) any liability arising out of any Proceeding pending as of the Effective Time;
- (xiv) any liability arising out of any Proceeding commenced after the Effective Time and arising out of or relating to any occurrence or event happening on or prior to the Effective Time;
- (xv) any liability arising out of or resulting from Seller's compliance or noncompliance with any Laws or governmental, judicial or administrative order;
- (xvi) any liability of Seller under this Agreement or any other document executed in connection with the transactions contemplated by this Agreement and by the Acquisition Documents;
- (xvii) any liability of Seller based upon Seller's acts or omissions occurring after the Effective Time; and
- (xviii) all obligations to Regional Media Advisors arising before or after the Effective Time related to the transactions described herein.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF SELLER AND PRINCIPALS

As of the date that Buyer delivers written notice to Seller that it has accepted the Seller Disclosure Letter and as of the Closing Date, Seller and each Principal, jointly and severally, represent and warrant to Buyer as follows:

2.1 Organization and Good Standing.

(a) Seller is a corporation or limited liability company, as applicable, duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or formation, with all requisite power and authority to conduct the Business as it is now being conducted, to own or use the properties and assets that it purports to own or use, and to perform all its obligations under the Contracts to which it is a party. Seller is duly qualified to do business as a foreign corporation or limited liability company, as applicable, and is in good standing under the laws of each state or other jurisdiction in which either the ownership or use of the properties owned or used by it, or

the nature of the activities conducted by it, requires such qualification, except where failure to be so qualified would not be reasonably expected to have a material adverse effect on the Business or the Assets.

(b) Complete and accurate copies of the organizational and constituent documents of Seller as currently in effect have been provided to Buyer.

2.2 Enforceability, Authority and Capitalization.

(a) Seller has all requisite right, power and authority to execute and deliver this Agreement and the Acquisition Documents to which Seller is a party and to perform its obligations under this Agreement and such Acquisition Documents, and such action has been duly authorized by all necessary action of Seller. Seller shall, prior to Closing, provide Buyer with a true and correct copy of the resolutions adopted and other actions taken necessary to authorize Seller's execution, delivery and performance of this Agreement and the Acquisition Documents, and such resolutions shall not be amended, supplemented, rescinded or modified since their adoption and shall remain in full force and effect as of the Closing Date. Each Principal has all necessary legal capacity to enter into this Agreement and the Acquisition Documents to which it is a party and to perform its obligations hereunder and thereunder and agrees, as a shareholder of Seller, to vote in favor of and authorize Seller's execution, delivery and performance of this Agreement and the Acquisition Documents to which Seller is a party.

(b) This Agreement has been duly executed and delivered by Seller and each Principal and constitutes the legal, valid and binding obligation of Seller and each Principal, enforceable against each of them in accordance with its terms. Upon the execution and delivery by Seller and each Principal of the Acquisition Documents to which it is a party, each of the Acquisition Documents will constitute the legal, valid and binding obligation of each of Seller and Principals, enforceable against each of them in accordance with its terms.

(c) All of the issued and outstanding securities of Seller are listed on Schedule 2.2(c), and such securities are held beneficially and of record by the Persons listed on Schedule 2.2(c) (collectively, the "Stock"). All the outstanding Stock has been validly issued and is fully paid and non-assessable. There are no outstanding options, warrants, rights or other agreements or commitments of any kind, contingent or otherwise, obligating Seller to issue or sell any securities or obligations convertible into, or exchangeable for, any securities of Seller.

(d) "Acquisition Documents" means the Bill of Sale, the Assignment and Assumption Agreement, the Escrow Agreement, the Powers Employment Agreement, the Suarez Employment Agreement, the Albin Employment Agreement and any other documents executed in connection with this Agreement.

2.3 Effect of Agreement. The execution and delivery of this Agreement and the Acquisition Documents and the consummation of the transactions described in and

contemplated by this Agreement and the Acquisition Documents, do not and will not, directly or indirectly, with or without the giving of notice or lapse of time, or both:

- (a) violate any provision of Seller's organizational and constituent documents, or any resolution of the shareholders or members of Seller, as applicable, and board of directors, board of managers or managers of Seller, as applicable;
- (b) to Seller's Knowledge, give any governmental agency or Person the right to challenge any of the actions of Seller or Principals contemplated by this Agreement or the Acquisition Documents or to exercise any remedy or obtain any relief under any applicable Laws or any judicial or administrative order to which Seller or Principals, the Business, or any of the Assets, may be subject;
- (c) to Seller's Knowledge, contravene, conflict with or result in a violation or breach of any of the terms or requirements of, or give any governmental agency the right to revoke, withdraw, suspend, cancel, terminate or modify, any governmental authorization that is held by Seller or that otherwise relates to the Assets or to the Business;
- (d) to Seller's Knowledge, cause Buyer to become subject to, or to become liable for the payment of, any Taxes;
- (e) accelerate any payment of indebtedness, or constitute an event entitling the holder of indebtedness of Seller or Principals, or binding upon the Assets or the Business to accelerate or to increase the rate of interest presently in effect with respect to such indebtedness;
- (f) breach any provision of, or give any Person the right to declare a default or exercise any remedy under, or to accelerate the maturity or performance of, or payment under or to cancel any Contract listed on Schedule 2.14; or
- (g) result in the creation of any Liens upon or with respect to the Assets or the Business.

2.4 Financial Statements. Attached as Schedule 2.4 are: (a) an audited balance sheet of Seller as of December 31, 2004, 2005 and 2006 (including the notes thereto, the "Balance Sheet"), and the related audited statements of income, changes in shareholders' equity and cash flows for the fiscal year then ended, including in each case the notes thereto, and (b) an unaudited balance sheet of Seller as of June 30, 2007, (the "Interim Balance Sheet") and the related unaudited statements of income. Such financial statements fairly present in all material respects the financial condition and the results of operations, changes in shareholders' equity and cash flows of Seller as of the respective dates of and for the periods referred to in such financial statements, all in accordance with GAAP, except the Interim Balance Sheet shall be subject to normal year-end adjustments and shall not present changes in shareholders' equity or cash flows of Seller for the six month period then ended.

2.5 No Brokers. Neither Seller nor Principals have entered into any contract, arrangement or understanding with any Person, other than Regional Media Advisors, that may

result in the obligation of Seller or Principals or Buyer to pay any finder's fees, brokerage or agent's commissions or other like payments to any finder, broker or sales agent in connection with the negotiations leading to this Agreement or the Acquisition Documents or the consummation of the transactions contemplated hereby or thereby.

2.6 Title to Assets.

(a) Except as set forth on Schedule 2.6(a), Seller has good and marketable title to all of the Assets, free and clear of all mortgages, pledges, liens (including, without limitation, Tax liens), charges, security interests, claims, conditions, restrictions, encumbrances, obligations and defects in title, of any type, kind or nature whatsoever ("Liens").

(b) The Assets (i) constitute all of the assets, tangible and intangible, of any nature whatsoever used by Seller or Principals in the operation of the Business in the manner presently operated, and (ii) except for the Excluded Assets, include all of the operating assets of Seller and all assets used in the Business.

(c) Seller does not own any interest in any tracts, parcels and/or subdivided lots.

(d) Schedule 2.6(d) contains a correct legal description, street address and tax parcel identification number of all tracts, parcels and subdivided lots in which Seller has a leasehold interest and an accurate description (by location and name of lessor) of all Real Property Leases.

(e) Schedule 1.1(a) contains a list of all tangible personal property owned or leased by Seller which had an original value in excess of \$25,000 and whether such property is owned or leased by Seller.

2.7 Absence of Undisclosed Liabilities. Seller has no liability, debt, obligation, duty or liability of any type, contingent or otherwise, liquidated or unliquidated, known or unknown, of any nature or in any amount except for those reflected or reserved against in the Balance Sheet or the Interim Balance Sheet and current liabilities incurred in the ordinary course of business consistent with past practice of such Person since the date of the Interim Balance Sheet.

2.8 Litigation. Except as set forth on Schedule 2.8, there is no suit, claim, action, arbitration, audit, hearing, investigation, or proceeding (whether civil, criminal, administrative, judicial or investigative, whether formal or informal, whether public or private, whether before a governmental body or arbitrator) (a "Proceeding") pending or, to Seller's Knowledge, threatened, against the Assets, or against any Seller or any Principal (or in which such Seller or Principal is a plaintiff or otherwise a party thereto) relating to the Business or the Assets, or that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, this Agreement or the Acquisition Documents or any of the transactions contemplated hereby or thereby.

2.9 Permits, Licenses, Etc. All permits, licenses, orders or approvals of governmental or administrative authorities ("Permits") required to permit Seller and each Principal to carry on the Business as currently conducted have been obtained and are in good standing and in full force and effect except where failure to have such a Permit would not be reasonably expected to result in a material adverse effect on the Business or the Assets.

2.10 Customers. The books and records included in the Assets contain a substantially and materially correct and complete list of each of the customers of the Business who have purchased advertising pages from Seller within the past five (5) years. Seller has taken all reasonable steps to maintain the confidentiality of said customer lists.

2.11 Condition of Assets. Each Asset which is tangible personal property is in good repair and good operating condition, ordinary wear and tear excepted, is suitable for immediate use for its intended purpose in the ordinary course of business and, to Seller's Knowledge, is free from latent and patent defects. No such item of tangible personal property is in material need of repair or replacement other than as part of routine maintenance in the ordinary course of business.

2.12 Absence of Changes. Since the date of the Interim Balance Sheet, there has not been any material adverse change in the Business, operations, Assets, prospects or results of operations or condition (financial or other) of Seller, and to Seller's Knowledge no event has occurred or circumstance exists that may result in such a material adverse change.

2.13 Compliance with Laws. Seller is, and at all times since its formation has been, in compliance with all laws, statutes, ordinances, decrees, requirements, orders, proclamations, conventions, rules and regulations (collectively, the "Laws"), except where the failure to be in compliance with which would not be reasonably expected to have a material adverse effect on the Assets or the Business, including, without limitation, environmental laws and any order, notice or other communication from any governmental authority of any alleged, actual or potential violation of such Laws and/or failure to comply with any judgment, order, writ, injunction or decree of any court.

2.14 Contracts and Commitments.

(a) Schedule 2.14 contains an accurate and complete list of each Contract, other than insubstantial contracts for supplies or services (including purchase orders) (i) involving a commitment of less than \$50,000 individually or group of similar such Contracts worth \$100,000 or less in the aggregate or (ii) that are terminable within 30 days without a penalty greater than \$10,000. For the purposes of illustration, and without limiting the foregoing, Schedule 2.14 shall include the following:

- (i) all employment or consulting contracts and commitments;
- (ii) all non-competition agreements binding upon Seller, Principals or any employee of Seller;
- (iii) all equipment leases, real property leases and license agreements;

- (iv) all loan agreements, mortgages, indentures, notes, bonds, guarantees and other instruments reflecting obligations for borrowed money or for other indebtedness;
- (v) any agreement restricting or in any way limiting the ability of Seller to conduct the Business or own the Assets;
- (vi) any contract or arrangement with any employee relating, directly or indirectly, to the Business or the Assets; and
- (vii) all contracts and arrangements between Seller and (A) Principals, (B) any family member of Principals, or (C) any Person that controls, is controlled by, or is under common control with, Seller or any family member of any such Person.

(b) "Contract" shall mean any contract, agreement, instrument, arrangement and commitment, whether or not written, that is related to the Business, operations of or binding upon Seller, the Assets or any property of Principals relating to the Business.

(c) Other than as disclosed on Schedule 2.14, Seller is not a party to a material unwritten contract, arrangement or agreement relating to the Business or binding upon the Assets.

(d) No Contract listed on Schedule 2.14 has been modified or amended except in writing or as otherwise described or included on Schedule 2.14. No material provision of a Contract listed on Schedule 2.14 has been waived by Seller or Principals except in writing or as otherwise set forth on Schedule 2.14.

(e) Each Contract listed on Schedule 2.14 is in full force and effect and is valid and enforceable by Seller or Principals, as the case may be, in accordance with its terms. None of Seller or a Principal is in material default under or in material breach or violation of, and neither Seller nor either Principal has received written notice of any asserted claim of default by any other party under, or a breach or violation of, any of the Contracts listed on Schedule 2.14.

2.15 Notices, Consents and Waivers. Other than as disclosed on Schedule 2.15, none of Seller or any Principal is required to give any notice or obtain the consent or approval of any Person (a) in connection with the execution and delivery of this Agreement or the Acquisition Documents or the consummation of the transactions contemplated by this Agreement or the Acquisition Documents, or (b) in order to permit the continuation of the Contracts included as part of the Assets upon the same terms and conditions as are contained in the Contracts upon consummation of the transactions contemplated by this Agreement and the Acquisition Documents.

2.16 Governmental Approvals. Other than as disclosed on Schedule 2.16, no consent, approval, order or authorization of, or registration, declaration or filing with, any governmental authority or any other Person is required in connection with the execution and

delivery of this Agreement and the Acquisition Documents by Seller or Principals or the consummation by Seller or Principals of the transactions contemplated hereby or thereby.

2.17. Employee Benefits.

(a) Schedule 2.17(a) lists each Seller's Plan. Each Seller's Plan (and each related trust, insurance contract or fund) complies in form and in operation in all material respects with the applicable requirements of ERISA, the Code and other applicable Laws, and each Seller's Plan has been operated and administered in material accordance with its terms and with applicable Laws.

(b) The requirements of Part 6 of Subtitle I of ERISA and Code § 4980B and the regulations promulgated thereunder ("COBRA"), including, but not limited to, COBRA's notice and disclosure obligations to eligible employees, have been met in all material respects with respect to each Seller's Plan which is an "employee welfare benefit plan" (within the meaning set forth in ERISA § 3(1)) to the extent COBRA is applicable to such Seller's Plan. To Seller's Knowledge, the requirements of ERISA §§ 701 and 702 ("HIPAA"), including, but not limited to, HIPAA's notice and disclosure obligations to eligible employees, have been met with respect to each Seller's Plan which is subject to HIPAA.

(c) Neither Seller nor any of its ERISA Affiliates is, or ever has been, a participating employer in, or obligated to contribute to, or has incurred any liability to, a multiemployer plan (within the meaning set forth in ERISA §§ 3(37) and 4001(a)(3)) or an "employee pension benefit plan" (within the meaning set forth in ERISA § 3(2)) that is subject to the requirements of Section 412 of the Code or Title IV of ERISA.

(d) Neither Seller nor any of its ERISA Affiliates maintains, contributes to, or has, or ever has, incurred any liability under, any Employee Benefit Plan providing medical, health and/or life insurance or other welfare-type benefits for retired or terminated employees, currently or in the future, following their termination of service, their spouses, or their dependents (other than in accordance with COBRA).

2.18. Employees.

(a) Schedule 2.18(a) contains a complete and accurate list of the following information for each employee, director, manager or independent contractor of Seller: employer; name; job title; current compensation paid or payable and any change in compensation in the past nine months. Seller has not violated the Worker Adjustment and Retraining Notification Act (the "WARN Act") or any similar state or local legal requirement. Seller has no more than 99 employees.

(b) To Seller's Knowledge, no officer, director, agent, employee, consultant, or contractor of Seller is bound by any Contract that purports to limit the ability of such officer, director, agent, employee, consultant, or contractor (i) to engage in or continue or perform any conduct, activity, duties or practice relating to the Business, or (ii) to assign to Seller or to any other Person any rights to any invention, improvement, or discovery. No former or current employee of Seller is a party to, or is otherwise bound by, any

Contract with Seller that in any way adversely affected, affects, or will affect the ability of Seller or Buyer to conduct the Business as heretofore carried on by Seller.

2.19 Intellectual Property Assets.

(a) Schedule 2.19(a) contains a complete and accurate list and summary description, including any royalties paid or received by Seller, and Seller has delivered to Buyer accurate and complete copies, of all Contracts relating to the Intellectual Property Assets, except for standard "shrink wrapped, off-the-shelf" or "click-wrap" software. There are no outstanding and, to Seller's Knowledge, no threatened disputes or disagreements with respect to any such Contract.

(b) Except as set forth on Schedule 2.19(b), the Intellectual Property Assets are all those used in the operation of the Business as it is currently conducted. Except as set forth on Schedule 2.19(b), Seller is the owner or licensee of all right, title and interest in and to each of the Intellectual Property Assets, free and clear of all Liens (other than the Microsoft Lien), and has the right to use without payment to a third party all of the Intellectual Property Assets, other than in respect of licenses listed on Schedule 2.19(b). Except as set forth on Schedule 2.19(b), all former and current employees of Seller have executed written Contracts with Seller that assign to Seller all rights to any copyrights, inventions, improvements, discoveries or information relating to the Business.

(c) Schedule 2.19(c) contains a complete and accurate list and summary description of all Marks. Except as set forth on Schedule 2.19(c), all Marks have been registered with the United States Patent and Trademark Office. Except as set forth on Schedule 2.19(c), no Mark has been or is now involved in any opposition, invalidation or cancellation Proceeding and, to Seller's Knowledge, no such action is threatened with respect to any of the Marks. Except as set forth on Schedule 2.19(c), to Seller's Knowledge, there is no potentially interfering trademark or trademark application of any other Person. Except as set forth on Schedule 2.19(c), to Seller's Knowledge, no Mark has been infringed or, to Seller's Knowledge, has been challenged or threatened in any way. Except as set forth on Schedule 2.19(c), to Seller's Knowledge, none of the Marks used by Seller infringes or has been alleged to infringe any trade name, trademark or service mark of any other Person. Except as set forth on Schedule 2.19(c), all products and materials containing a Mark bear the proper federal registration notice where permitted by law. Net Name shall mean any domain name owned or licensed by Seller.

(d) Except as set forth on Schedule 2.19(d), Seller has taken all reasonable precautions to protect the secrecy, confidentiality and value of all Trade Secrets (including the enforcement by Seller of a policy requiring each employee or contractor to execute proprietary information and confidentiality agreements substantially in Seller's standard form, and all current and former employees and contractors of Seller have executed such an agreement).

(e) Schedule 2.19(e) contains a complete and accurate list and summary description of all Net Names. All Net Names have been registered in the name of Seller and are in compliance with all formal legal requirements. To Seller's Knowledge, no Net

Name has been or is now involved in any dispute, opposition, invalidation or cancellation Proceeding and, to Seller's Knowledge, no such action is threatened with respect to any Net Name. No Net Name has been infringed or, to Seller's Knowledge, has been challenged, interfered with or threatened in any way. To Seller's Knowledge, no Net Name infringes, interferes with or is alleged to interfere with or infringe the trademark, copyright or domain name of any other Person.

(f) Seller owns no Patents.

2.20 Tax Matters.

(a) For purposes of this Agreement, (i) "Tax" and "Taxes" means any federal, state, local, or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Section 59A of the Code), customs, duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not, and (ii) "Tax Return" means any return, report, information return or other document (including any related or supporting information) filed or required to be filed with any taxing authority in connection with its determination, assessment, collection, administration or imposition of any Tax.

(b) Seller has duly filed or caused to be filed all Tax Returns that are or were required to be filed by it, all such Tax Returns were true, correct and complete in all material respects and Seller has duly and timely paid all Taxes due from it to federal, foreign, state or local taxing authorities. There are no Tax liens upon any of the Assets other than liens for Taxes not yet due and payable and liens that Seller is contesting in good faith (as set forth on Schedule 2.20), and there are no pending written claims for or, to Seller's Knowledge, threatened audits or examinations relating to Taxes or assessments against Seller. Seller has not requested nor been granted any extension of the limitation period applicable to any claim for Taxes or assessments with respect to Taxes. Seller is not currently the beneficiary of any extension of time within which to file any Tax Return.

(c) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, director, stockholder or third party.

(d) Schedule 2.20 lists each jurisdiction in which Seller filed Tax Returns for each period or portion thereof for the last seven fiscal years of Seller ending on or before the Closing Date. No such Tax Return has been audited, and no such Tax Return is currently the subject of audit. There is no written claim outstanding against Seller, and no claim in writing has ever been made against Seller, by any taxing authority in a jurisdiction where Seller does not file Tax Returns that it or they may be subject to taxation by that jurisdiction.

(e) Except as set forth in Schedule 2.20(e), each of Ocean Drive Media Group, Inc. ("Ocean Drive"), IO May, Corp. and Atlanta Peach Corp. has been a validly elected S corporation within the meaning of the Code Sections 1361 and 1362 at all times during its existence, provided, however, that Ocean Drive elected S corporation status as of July 1, 1993.

2.21 Environmental Matters.

(a) None of Seller or any Principal has authorized or conducted, and none has any Knowledge of, the generation, transportation, storage, presence, use, treatment, disposal, release or handling of (in an amount or of a type that has been or must be reported to any governmental agency, violates any Environmental Law, or has required or could require remediation expenditures) any Hazardous Materials, on, in, or under the Premises, except for customary cleaning products used and/or stored at the Premises.

(b) Seller is, to Seller's Knowledge, in material compliance with all Environmental Laws.

(c) Seller and Principals have, and are in material compliance with, all licenses, permits, registrations, and government authorizations which to their Knowledge are necessary to operate the Premises under all applicable Environmental Laws.

(d) None of Seller or any Principal has received any written notice from any governmental entity or any other person and there is no pending or, to Seller's Knowledge, threatened claim, litigation or any administrative agency proceeding that: alleges a violation of any Environmental Law by Seller; alleges Seller is a liable party or a potentially responsible party under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, *et seq.*, or any state superfund law; has resulted in or could result in the attachment of an environmental lien on the Premises; or alleges the occurrence of contamination of the Premises, damage to natural resources, property damage or personal injury based on its activities at the Premises involving Hazardous Materials, whether arising under the Environmental Laws, common law principles or other legal standards; and, to Seller's Knowledge, the Premises do not contain lead paint or any asbestos containing material, notwithstanding which lack of Knowledge, Seller shall bear full responsibility for remediation thereof.

(e) From and after the date of this Agreement, Seller will not maintain, allow, place, deposit, leave, release or store in, on or about the Premises, any Hazardous Material, in violation of any Environmental Law or which, to Seller's Knowledge, could give rise to any condition which is in violation of any Environmental Law or health and safety Laws.

(f) "Hazardous Material" or "Hazardous Materials" means and includes petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls, lead and/or any hazardous, toxic or dangerous waste, substance or material now or hereafter defined as such, or as a

hazardous substance, or any similar term, by or in the Environmental Laws or health and safety Laws.

(g) "Environmental Law" or "Environmental Laws" shall include any federal, state or local statute, Laws, ordinance, code, rule, regulation, order or decree, regulating, relating to or imposing liability or standards of conduct concerning any Hazardous Materials as may now or at any time hereafter be in effect, including, without limitation, the following as the same may be amended or replaced from time to time, and all regulations promulgated thereunder or in connection therewith: the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Hazardous Waste Management System and the Occupational Safety and Health Act of 1970; and any Laws, ordinances or regulations the primary purpose of which is to protect the quality of the environment in, on, above or under the Premises.

(h) "Premises" is defined as the spaces occupied pursuant to the leases set forth on Schedule 2.6(d).

2.22 Banks. Schedule 2.22 lists all the names and locations of all banks, trust companies, savings and loan associations, and other financial institutions at which Seller maintains accounts or lock boxes and the corresponding account numbers, if any, relating to Seller and the names of all persons authorized to draw on such accounts or who have access to such boxes.

2.23 Disclosure. No representation or warranty made by Seller or Principals in this Agreement or in the Disclosure Letter knowingly contains any untrue statement of a material fact, or omits or will omit to state any material fact required to make the statements herein or therein contained not misleading.

2.24 Definition of Knowledge. For purposes of this Agreement, Seller will be deemed to have "Knowledge" of a particular fact or matter if any Principal is actually or constructively aware of that fact or matter. A Principal is constructively aware of a fact or matter to the extent he or she has sent or received a communication (including carbon copies) with respect to such fact or matter.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller and Principals as follows:

3.1 Organization and Good Standing. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada, with all limited liability company power and authority to own its properties, carry on its business as presently conducted and to perform its obligations hereunder, including the ability to satisfy the Assumed Liabilities.

3.2 Enforceability and Authority.

(a) Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Acquisition Documents to which it is a party and to perform its obligations under this Agreement and such Acquisition Documents, and such action has been duly authorized by all necessary action by Buyer.

(b) This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms. Upon the execution and delivery by Buyer of the Acquisition Documents to which it is a party, each of the Acquisition Documents will constitute the legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms.

3.3 No Conflict. Neither the execution and delivery of this Agreement and the Acquisitions Documents by Buyer nor the consummation or performance of any of the transactions described in and contemplated by this Agreement and the Acquisition Documents will give any Person the right to prevent, delay or otherwise interfere with the execution, delivery or performance of this Agreement, the Acquisition Documents or any of the transactions contemplated hereby or thereby pursuant to (a) any provision of Buyer's Articles of Organization or Operating Agreement; (b) any resolution adopted by the Manager(s) or Members of Buyer; (c) any judgment, order, writ or decree of any court or administrative body applicable to Buyer; or (d) any material contract to which Buyer is a party or by which Buyer may be bound and will not violate any Laws, statutes, rules, guidelines or regulations to which Buyer is subject.

3.4 No Action. There is no Proceeding that has been commenced against Buyer and that challenges, or may have the effect of preventing, delaying, making illegal or otherwise interfering with, this Agreement or the Acquisition Documents or any of the transactions contemplated hereby or thereby. To Buyer's Knowledge, no such Proceeding has been threatened.

3.5 No Brokers. Buyer has not entered into any contract, arrangement or understanding with any Person that may result in the obligation of Seller, Principals or Buyer to pay any finder's fees, brokerage or agent's commissions or other like payments in connection with the negotiations leading to this Agreement or the Acquisition Documents or the consummation of the transactions contemplated hereby or thereby.

3.6 Definition of Knowledge. For purposes of this Agreement, Buyer will be deemed to have "Knowledge" of a particular fact or matter if Michael Carr is actually or constructively aware of that fact or matter. Michael Carr is constructively aware of a fact or matter to the extent he has sent or received a communication (including carbon copies) with respect to such fact or matter.

ARTICLE IV PRE-CLOSING COVENANTS

4.1 Access to Information. Seller will permit Buyer to make a full and complete investigation of the Business and the Assets, at such times and following such notice as is reasonably acceptable to Seller, and to receive from Seller all information relating to the

Business and the Assets, or reasonably related to the conduct of the Business. Without limitation on this right, Seller will give to Buyer at an off-site location to be designated by Seller full access, during normal business hours, to all of the books, records, files, documents, properties and Contracts of Seller relating to the Business and the Assets, or related to the conduct of the Business, and allow Buyer to make copies thereof at Buyer's expense.

4.2 Third Party Consents and Lien Releases. Seller shall use its reasonable commercial efforts to obtain (a) all waivers, permits, consents and approvals required to consummate the transactions contemplated by this Agreement and the Acquisition Documents, and (b) releases for any and all Liens (other than the Microsoft Lien) upon the Assets.

4.3 Certain Notifications. Seller shall promptly notify Buyer in writing of the occurrence of any event which Seller knows will result or has the reasonable prospect of resulting in the failure of either Seller or Principals to satisfy any of the conditions specified in ARTICLE V. Buyer shall promptly notify Seller in writing of the occurrence of any event which Buyer knows will result, or has the reasonable prospect of resulting, in the failure of Buyer to satisfy any of the conditions specified in ARTICLE VI.

4.4 Conduct of the Business Prior to Closing. From the date of this Agreement to the Effective Time, Seller and Principals will conduct the Business in the ordinary and usual course, consistent with past practice, and will use their commercially reasonable efforts to maintain the Assets, to preserve intact all rights, privileges, franchises and other authority of the Business, to retain employees, and to maintain favorable relationships with licensors, licensees, suppliers, contractors, distributors, customers, vendors and others having relationships with the Business. Without limiting the generality of the foregoing, prior to the Closing, and except as approved in writing by Buyer in advance, Seller:

(a) will not change its organizational documents and constituent documents or capitalization or merge or consolidate with or into or otherwise acquire any interest in any entity;

(b) will not declare, set aside, make or pay any cash dividend or other distribution in respect of its shares of its capital stock or any redemption, retirement or purchase with respect to its capital stock or issue any additional shares or rights or options or agreements to acquire shares of its capital stock, other than payments to Principals in the ordinary course and a one time distribution to shareholders in an amount equal to the VMP Payment, plus an additional distribution to shareholders in a maximum amount of \$1,500,000;

(c) will not authorize, guarantee or incur any indebtedness or loan funds to any Person other than in the ordinary course consistent with past practice;

(d) will not make any capital expenditures or capital additions or betterments, or commitments therefor, aggregating in excess of \$15,000 other than in the ordinary course consistent with past practice;

(e) will not institute, settle or agree to settle any litigation, action or proceeding before any court or governmental body;

(f) will not sell, lease, mortgage, pledge or subject to any other encumbrance or otherwise dispose of any of property or assets, tangible or intangible, other than in the ordinary course of business consistent with past practice;

(g) will not authorize any compensation increases of any kind whatsoever for any employee, adopt or amend any severance plan or other Employee Benefit Plan or enter into any employment agreement with any employee;

(h) will not make any new elections with respect to Taxes, or any changes in current elections with respect to Taxes;

(i) will maintain insurance coverage consistent with past practice to cover the reasonably anticipated risks of the Business and the Assets;

(j) will not violate, cancel, amend or otherwise change in any material way the terms of any Contract included as an Asset;

(k) will not enter into or otherwise agree to a contract or commitment, that cannot be cancelled with 30 days' notice by Seller without payment or penalty greater than \$10,000, but excluding purchase and sales orders made in the ordinary course of business consistent with past practice; and

(l) will comply in all respects with all Laws and regulations applicable to the Business, except where the failure to be in compliance with which would be reasonably expected to have a material adverse effect on the Business.

4.5 Filings. Each of Buyer, Seller and Principals will promptly file or submit and diligently prosecute any and all applications or notices with public authorities, federal, state or local, domestic or foreign, and all other requests for approvals of any private persons, the filing or granting of which are necessary or appropriate, or are deemed necessary or appropriate by any party, for the consummation of the transactions contemplated hereby and by the Acquisition Documents.

4.6 No Negotiation. Until such time as this Agreement shall be terminated pursuant to ARTICLE IX, neither Seller nor any Principal shall directly or indirectly solicit, initiate, encourage, entertain, or consider the merits of any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to or consider the merits of any inquiries or proposals from any Person (other than Buyer) relating to any business combination transaction involving Seller, including the sale of the Assets outside of the ordinary course of business or the sale by Principals of Seller's stock, the merger or consolidation of Seller or the sale of the Business or any of the Assets (other than the sale of Assets made in the ordinary course of business consistent with past practice). Seller and Principals shall notify Buyer of any such inquiry or proposal within twenty-four (24) hours of receipt or awareness of the same by Seller or Principals.

4.7 Repairs. Between the date hereof and continuing until the Closing, Seller will make all normal and customary repairs, replacements and improvements to its facilities and equipment consistent with past practice.

4.8 Payment of Liabilities. Seller shall pay or otherwise satisfy in the ordinary course of business consistent with past practice all of its liabilities and obligations due to be paid on or before the Closing Date.

4.9 Pre-Closing Actions. Between the date hereof and continuing until the Closing, the parties shall not take any action that would cause the conditions upon the obligations of the parties to effect the transactions contemplated hereby or by the Acquisition Documents not to be fulfilled including, without limitation, taking, causing to be taken or permitting or suffering to be taken or to exist any action, condition or thing that would cause the representations and warranties made by them herein not to be true, correct, complete and accurate in all material respects as of the Effective Time.

4.10 Employees. Immediately prior to the Effective Time, Seller shall terminate all employment agreements it has with any of its employees and its employment of all of its employees. In the event Buyer desires to offer certain employees of Seller at "will" or other employment, Seller and Principals agree to use their best efforts to assist Buyer with such offer.

4.11 Shareholder Approval. Powers agrees he will be solely responsible for obtaining the consent of the shareholders of Seller that are required to approve the consummation of the transactions contemplated by this Agreement and the Acquisition Documents and that he will obtain such consent timely.

4.12 Deliverables. In addition to any other documents to be delivered under other provisions of this Agreement, at the Closing, Seller and Principals, as the case may be, shall deliver to Buyer, the documents, certificates and agreements set forth in Section 5.6. In addition to any other documents to be delivered and amounts to be funded under other provisions of this Agreement, at the Closing Buyer shall deliver to Seller the documents, certificates and agreements set forth in Section 6.3.

4.13 Dissolution. Seller will dissolve OD-MMG Enterprises, LLC, prior to Closing.

ARTICLE V CONDITIONS TO OBLIGATIONS OF BUYER

Unless waived, in whole or in part, in writing by Buyer, the obligations of Buyer to effect the transactions contemplated by this Agreement or the Acquisition Documents shall be subject to the satisfaction at or prior to the Closing of each of the following conditions ("Buyer's Closing Conditions"):

5.1 Representations and Warranties of Seller and Principals to be True.

(a) All of Seller's and Principals' representations and warranties in this Agreement (considered collectively) and each of these representations and warranties (considered individually), shall have been accurate in all material respects as of the date of this Agreement, and shall be accurate in all material respects as of the time of the Closing as if then made.

(b) The representations and warranties in Sections 2.2(a), 2.2(b) and 2.4, and each of the representations and warranties in this Agreement that contains an express materiality qualification, shall have been accurate in all respects as of the date of this Agreement, and shall be accurate in all respects as of the time of the Closing as if then made.

5.2 Seller's and Principals' Performance. All of the covenants and obligations that Seller and Principals are required to perform or to comply with pursuant to this Agreement at or prior to the Closing (considered collectively), and each of these covenants and obligations (considered individually), shall have been duly performed and complied with in all respects.

5.3 No Proceedings. No Proceeding pertaining to the transactions contemplated by this Agreement or any Acquisition Document or to the consummation of the transactions contemplated by this Agreement or any Acquisition Document shall have been instituted or threatened on or prior to the Closing Date.

5.4 No Material Adverse Condition. Since the date of the Interim Financial Statements, there has not been any material adverse change in the Business, the Assets, operations, prospects, results of operations or condition (financial or other) of Seller.

5.5 Consents and Lien Releases. Seller shall furnish Buyer with evidence satisfactory to it that Seller has obtained all the written consents, approvals and waivers necessary to deliver the Assets to Buyer pursuant to the terms hereof and the consummation of the transactions hereunder and under the Acquisition Documents, including, without limitation, the consents, approvals and waivers listed on Schedule 2.15. The Assets shall be delivered to Buyer free and clear of any and all Liens (other than the Microsoft Lien), including, without limitation, Liens listed in the Disclosure Letter.

5.6 Closing Deliveries. Seller or Principals, as applicable, shall have delivered, or cause to be delivered to Buyer, the documents and instruments described below.

(a) A bill of sale for all of the Assets that are tangible personal property substantially in the form attached hereto as Exhibit A (the "Bill of Sale") executed by Seller;

(b) An assignment of all of the Assets that are intangible personal property, which assignment shall also contain Buyer's undertaking and assumption of the Assumed Liabilities substantially in the form attached hereto as Exhibit B (the "Assignment and Assumption Agreement") executed by Seller;

(c) Such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may reasonably be requested by Buyer, each in form and substance satisfactory to Buyer and Seller and their legal counsel and executed by Seller;

(d) Organizational documents and constituent documents of Seller certified as of the Closing Date;

(e) A Certificate of the Secretary of State of the State of formation of Seller, certifying that Seller is duly formed under the laws of such state and in good standing with the Secretary of State as of a date not more than 15 days prior to the Closing Date;

(f) Certified copies of the resolutions adopted by the directors or managers of Seller, as applicable, if any, and shareholders and members of Seller, as applicable, or by appropriate committees thereof, authorizing this Agreement and the other Acquisition Documents and the transactions contemplated hereby and thereby;

(g) A certificate executed by Seller and Principals as to the accuracy of their representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 5.1 and as to their compliance with and performance of their covenants and obligations to be performed or complied with at or before the Closing in accordance with Section 5.2;

(h) An amendment to the Articles of Incorporation of Ocean Drive, duly authorized and executed and in form and substance suitable for immediate filing by Buyer with the Secretary of State of the State of Florida, changing Seller's name to one which does not include the names "Ocean Drive Media Group", any variation thereof, or any other word which could be reasonably confused therewith;

(i) A Form 8549, agreed to by Seller;

(j) An Employment Agreement by and between Buyer and Powers, substantially in the form attached hereto as Exhibit C (the "Powers Employment Agreement");

(k) An Employment Agreement by and between Buyer and Carlos Suarez, to be reasonably agreed upon between the parties thereto (the "Suarez Employment Agreement");

(l) An Employment Agreement by and between Buyer and Glenn Albin, to be reasonably agreed upon between the parties thereto (the "Albin Employment Agreement"); and

(m) The Promissory Note from Principals to GC Investments, LLC ("Lender") evidencing the Loan;

(n) The Escrow Agreement; and

(o) Such other documents, instruments, or certificates as shall be reasonably requested by Buyer or its counsel.

5.7 Certificates of Seller and Principals. Seller shall have furnished such certificates of its officers as may reasonably be required by Buyer to evidence compliance with the conditions set forth in this ARTICLE V. Principals shall have furnished such certificates as may reasonably be required by Buyer to evidence compliance with the conditions set forth in this ARTICLE V.

5.8 Disclosure Letter. Seller delivers to Buyer the Disclosure Schedule and Buyer delivers its written acceptance of the Seller Disclosure Letter to Seller.

ARTICLE VI CONDITIONS TO OBLIGATIONS OF SELLER AND PRINCIPALS

Unless waived, in whole or in part, in writing by Seller and Principals, the obligations of Seller and Principals to effect the consummation of the transactions contemplated by this Agreement and the Acquisition Documents shall be subject to the fulfillment prior to or at the Closing of each of the following conditions ("Seller's Closing Conditions"):

6.1 Representations and Warranties of Buyer to be True. The representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects on the Closing Date with the same effect as though made at such time. Buyer shall have performed all obligations and complied with all covenants required by this Agreement and the other agreements referred to herein to be performed or complied with by it prior to the Closing.

6.2 No Proceedings. No Proceeding pertaining to the transactions contemplated by this Agreement or any Acquisition Document or to the consummation of the transactions contemplated by this Agreement or the Acquisition Documents shall have been instituted or threatened on or prior to the Closing Date.

6.3 Closing Deliveries. Buyer shall have delivered, or caused to be delivered to Seller or Principals, as applicable, the funds, documents or instruments described below at Closing.

- (a) The Cash Portion of the Purchase Price;
- (b) The Assignment and Assumption Agreement, executed by Buyer;
- (c) The Powers Employment Agreement;
- (d) The Suarez Employment Agreement;
- (e) The Albin Employment Agreement;

(f) Certified copies of the resolutions adopted by Buyer authorizing this Agreement and the other Acquisition Documents and the transactions contemplated hereby and thereby, executed by the Managing Member of Buyer;

(g) a certificate executed by Buyer as to the accuracy of its representations and warranties as of the date of this Agreement and as of the Closing in accordance with Section 6.1;

(h) A Form 8549, agreed to by Buyer;

(i) The Escrow Agreement; and

(j) Deposit the Escrow Amount pursuant to the terms of the Escrow Agreement.

6.4 Loan. Powers shall have received a loan in the amount of \$3,000,000 from GC Investments, LLC (the "Loan").

6.5 VMP Payment. VMP shall have paid to Ocean Drive a dividend equal to 40% of VMP's net profits from the period starting on January 1, 2007 through the Closing Date (the "Dividend Period"), less any dividend amounts already paid to Ocean Drive by VMP during the Dividend Period; the approximate amount of which shall be \$1,200,000 ("VMP Payment").

6.6 Certificates of Buyer. Buyer shall have furnished such certificates of its officers as may reasonably be required by Seller or Principals to evidence compliance with the conditions set forth in this ARTICLE VI.

6.7 Acceptance of Disclosure Schedule. Buyer shall have delivered its written acceptance of the Disclosure Letter to Seller.

ARTICLE VII INDEMNIFICATION

7.1 Survival. Notwithstanding (a) the making of this Agreement, (b) any examination made by or on behalf of the parties hereto, and (c) the Closing hereunder, (i) the representations and warranties of the parties contained herein or in any certificate or other Acquisition Documents delivered pursuant hereto or in connection herewith shall survive the Closing for a period of sixteen and one-half months from the Closing Date (February 15, 2009); provided, however, that Sections 2.1, 2.2, 2.4, 2.6, 2.7, 2.8, 2.17, 2.18, and 2.21 shall survive for a period of two years from the Closing Date; provided further that the representations and warranties made in Section 2.20 shall survive until the expiration of the applicable statute of limitations, and (ii) the covenants and agreements required to be performed after the Closing pursuant to any provision of this Agreement, including this ARTICLE VII, shall survive until fully performed or fulfilled or waived by the appropriate party.

7.2 Indemnification.

(a) Subject to the provisions of Section 7.1 and Section 7.5, Seller and Principals, jointly and severally, hereby indemnify and hold Buyer and Buyer's Managers, officers, controlling persons, members, employees, attorneys, agents, successors and assigns, in each case past, present, or as they may exist at any time after the date of this Agreement harmless from and against any and all claims, suits, actions, proceedings (formal or informal), actions, investigations, judgments, deficiencies, actual damages (not including lost profit, speculative or punitive damages), settlements, liabilities, losses, costs, expenses and reasonable legal and other expenses (including reasonable legal fees and expenses of attorneys chosen by any party entitled to indemnification) penalties and interest (any and all of the foregoing hereinafter are referred to as "Losses"), as and when incurred arising out of or based upon (i) the failure of any representation or warranty of Seller or Principals contained in this Agreement, to be true and correct; (ii) any breach of any covenant or agreement of Seller or Principals under the terms of this Agreement or the Acquisition Documents; (iii) the ownership, operation or use of the Assets or conduct of the Business prior to the Effective Time, other than the Assumed Liabilities; (iv) any and all liabilities of Seller or Principals of any nature, whether accrued, absolute, contingent or otherwise, except for those which Buyer expressly assumes pursuant to this Agreement; (v) the Retained Liabilities and Excluded Assets; (vi) any claim by any Seller or any shareholder of any Seller arising out of Ocean Drive's allocation of the Purchase Price pursuant to Section 1.4 or the allocation by any Seller to its shareholders of the Purchase Price received by it, or (vii) any brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding made, or alleged to have been made, by any Person with Seller or Principals (or any Person acting on their behalf) in connection with any of the transactions contemplated by this Agreement and the Acquisition Documents.

(b) Buyer shall indemnify and hold Principals, Seller and Seller's officers, directors, controlling persons, employees, attorneys, agents, stockholders, successors and assigns, in each case past, present or as they may exist at any time after the date of this Agreement harmless from and against all Losses, as and when incurred arising out of or based upon (i) the failure of any representation or warranty of Buyer contained in this Agreement to be true and correct as of the Closing; (ii) any breach of any covenant or agreement of Buyer under the terms of this Agreement or the Acquisition Documents; (iii) the ownership, operation or use of the Assets by Buyer or conduct of the Business by Buyer or an affiliate of Buyer after the Effective Time; (iv) the Assumed Liabilities; or (v) any brokerage or finder's fees or commissions or similar payments based upon any agreement or understanding made, or alleged to have been made, by any Person with Buyer (or any Person acting on its behalf) in connection with any of the transactions contemplated by this Agreement and by the Acquisition Documents.

7.3 Indemnification Procedures. Whenever any claim arises which is, or may be, subject to indemnification pursuant to the provisions of this ARTICLE VII, (an "Indemnification Claim"), the party seeking indemnification (the "Indemnified Party") shall promptly notify the party from which indemnification is sought (the "Indemnifying Party") in writing of the nature of the Indemnification Claim (the "Notice of Claim"), provided that the notice of Claim must be received by the Indemnifying Party prior to the expiration of the applicable survival period specified in Section 7.1 in the event the Indemnification Claim is

based on a breach of a representation or warranty. The Notice of Claim shall specify the material facts known to the Indemnified Party concerning the Indemnification Claim and, to the extent possible, the amount of the liability arising from the Indemnification Claim. The failure of an Indemnified Party to so notify the Indemnifying Party of an Indemnification Claim shall not relieve the Indemnifying Party of any obligation to indemnify except to the extent the Indemnifying Party is prejudiced by such failure or in the event the Notice of Claim is not received by the Indemnifying Party within the time period described above. Within thirty (30) days after receipt of a Notice of Claim, the Indemnifying Party shall notify the Indemnified Party in writing whether it accepts or assumes the obligation to indemnify in whole or in part, and stating the reasons for a rejection, limitation on assumption and/or any reservation of rights. If the Indemnifying Party denies its obligation to indemnify or otherwise refuses to assume the defense of the Indemnified Party, the Indemnified Party may proceed to take such actions, including retaining legal counsel, to defend or otherwise represent it in connection with the Indemnification Claim. The Indemnified Party shall be entitled, at its expense, to participate in any proceeding, the defense of which has been assumed by the Indemnifying Party. If the Indemnifying Party acknowledges the Indemnified Party's right to indemnification hereunder with respect to such claim, the Indemnifying Party shall assume the defense of such claim with counsel reasonably satisfactory to the Indemnified Party and the Indemnified Party shall cooperate to the extent reasonably requested by the Indemnifying Party in the defense or prosecution thereof, provided that the Indemnified Party is reimbursed by the Indemnifying Party for its reasonable out-of-pocket costs in connection therewith. If the Indemnifying Party shall acknowledge the Indemnified Party's right to indemnification and elects to assume the defense of such claim, the Indemnified Party shall have the right to employ its own counsel in any such case, but the fees and expenses of such counsel shall be at the expense of the Indemnified Party, unless there is, under applicable standards of conduct, a conflict on any significant issue between the Indemnifying Party and the Indemnified Party that makes it improper for one counsel (as determined by such counsel in writing) to represent both parties, in which case the reasonable fees and expenses of such counsel shall be at the expense of the Indemnifying Party. If the Indemnifying Party has assumed the defense of any claim against the Indemnified Party, the Indemnifying Party shall have the right to settle any claim for which indemnification has been sought and is available hereunder; provided that, to the extent that such settlement requires the Indemnified Party to take, or prohibits the Indemnified Party from taking, any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. If the Indemnifying Party does not assume the defense of a third-party claim and disputes the Indemnified Party's right to indemnification, the Indemnifying Party shall have the right to participate in the defense of such claim through counsel of its choice, at the Indemnifying Party's expense, and the Indemnified Party shall have control over the litigation and authority to resolve such claim, subject to the terms of this Section 7.3.

7.4 Reduction for Insurance. The amount that an Indemnifying Party is required to pay to, for, or on behalf of an Indemnified Party pursuant to this ARTICLE VII shall be reduced (including, without limitation, retroactively) by any insurance proceeds actually received by or on behalf of the Indemnified Party in reduction of the related indemnifiable loss (the "Indemnifiable Loss"). Amounts required to be paid, as so reduced, are hereafter sometimes called an "Indemnity Payment." If an Indemnified Party shall have received, or if an Indemnifying Party shall have paid on its behalf, an Indemnity Payment in respect of an

Indemnifiable Loss and shall subsequently actually receive insurance proceeds in respect of such Indemnifiable Loss, then such Indemnified Party shall promptly pay to the Indemnifying Party the amount of such insurance proceeds, or, if less, the amount of the Indemnity Payment. The parties hereto agree that the foregoing shall not affect the subrogation rights of any insurance companies making payments hereunder. A party shall determine whether to file or not file an insurance claim based on a reasonable good faith analysis of all relevant facts and circumstances.

7.5 Limitations of Indemnity. Notwithstanding anything to the contrary contained herein, no Party shall make a payment under ARTICLE VII, as applicable, unless and until the aggregate amount to be paid by such Party in the absence of this clause exceeds \$250,000 (the "Basket"), in which event all such amounts in excess of \$150,000 shall be paid; provided, however that the Basket shall not apply to liabilities related to (i) any obligations set forth in Section 7.2(a)(vi), (ii) items no. 1 and 2 set forth on Schedule 2.8, or (iii) Taxes. In addition, in no event shall the aggregate liability of Seller and the Principals, on the one hand, or Buyer, on the other hand, under ARTICLE VII exceed \$5,000,000 (the "Cap"); provided, however, that the Cap shall not apply to liability related to (i) fraud, (ii) a breach of the representations and warranties made by Seller under Section 2.20, (iii) any obligations set forth in Section 7.2(a)(vi), or (vi) items no. 1 and 2 set forth on Schedule 2.8. For the purpose of clarification only and not in modification of anything otherwise set forth in this Article VII, the parties understand and agree that with respect to item 2 set forth on Schedule 2.8, the Seller hereby does not agree to indemnify Buyer for Losses arising out of or based upon the ownership, operation or use of the Assets by Buyer or conduct of the Business by Buyer or an affiliate of Buyer after the Effective Time.

ARTICLE VIII ADDITIONAL COVENANTS

8.1 Payment of Taxes, Filing of Returns. With respect to the ownership of the Assets or conduct of the Business until the Effective Time, each of Seller and Principals shall from and after the Closing Date (i) duly and timely file or caused to be filed on a timely basis all Tax Returns that are required to be filed by them and such Tax Returns shall be true, correct and complete in all material respects, and (ii) pay or cause to be paid all Taxes (whether or not shown on any Tax Return) due from them to federal, foreign, state or local taxing authorities.

8.2 Payment of all Taxes Resulting from Sale of Assets. Seller and Principals shall pay in a timely manner and shall file all Tax Returns with respect to all Taxes resulting from or payable in connection with the sale of the Assets pursuant to this Agreement, regardless of the Person on whom such Taxes are imposed.

8.3 Payment of Liabilities. Seller and Principals shall pay, or make adequate provision for the payment, in full all of the Retained Liabilities under this Agreement. If Seller fails to pay any of the Retained Liabilities, Buyer may elect to pay such Retained Liabilities, if Buyer determines, in its reasonable discretion, that such failure to pay will result in an impairment of Buyer's use or enjoyment of the Assets or conduct of the Business on an uninterrupted basis by virtue of a Lien; provided, however, that Buyer shall have provided Seller with not less than fifteen (15) days' prior written notice ("Unpaid Liability Notice") of its intent to pay such Retained Liability, and Seller shall have failed to pay such Retained Liability. Buyer

shall not pay any Retained Liability if Seller notifies Buyer in writing within ten (10) days after receiving the Unpaid Liability Notice, that Seller intends to defend or contest such Retained Liability, unless and until Seller fails to discharge said Retained Liability not less than ten (10) days prior to such Retained Liability being reduced to a final judgment or otherwise becoming a lien on any of the Assets or any assets of Buyer or the Business. If Buyer pays any Retained Liability, Buyer shall have the right to offset the amount of such Retained Liability against the Escrow Amount if, and only if, (i) Seller has not contested the payment of such Retained Liability or (ii) Seller has contested the payment, but such Retained Liability was not paid by Seller within ten (10) days prior to such Retained Liability being reduced to a final judgment or otherwise becoming a lien on any of the Assets or any assets of Buyer or the Business. Buyer shall pay when due all of the Assumed Liabilities.

8.4 Employee Benefits. Seller shall remain liable for, and retains all responsibility for, all of the Seller's Plans and all claims and obligations arising at any time in connection with, or relating to, (a) employment, denial of employment or termination of employment with Seller, (b) an Employee Benefit Plan that Seller or one of its ERISA Affiliates sponsors, maintains, or to which it makes contributions, including, but not limited to, the Seller's Plans, or (c) violations by Seller of COBRA.

8.5 Health Plan Coverage.

(a) For purposes of this Section 8.5, the term "COBRA Coverage" means the health insurance coverage required to be offered pursuant to COBRA.

(b) Notwithstanding anything in this Agreement to the contrary, Seller shall cause the group health plan which it sponsors for its employees and their eligible dependents to make COBRA Coverage available to all of Seller's qualified beneficiaries, as such term is defined by COBRA (26 U.S.C. § 4980B(g)(1); 29 U.S.C. § 1167(3)) (the "Qualified Beneficiaries") in accordance with the provisions of COBRA. Seller shall retain the responsibility for compliance with all requirements under COBRA with respect to (i) Company employees, and (ii) eligible dependents of such Company employees, who on the Closing Date are Qualified Beneficiaries as a result of the transactions contemplated by this Agreement or by the Acquisition Documents. Seller shall further retain the responsibility for compliance with all requirements under COBRA with respect to employees, former employees and all such Qualified Beneficiaries who experienced "qualifying events" as defined by COBRA (26 U.S.C. § 4980B(f)(3); 26 U.S.C. § 1163) prior to the Closing Date. For those employees of Seller that Buyer offers employment pursuant to Section 4.10, Buyer shall waive any waiting period for medical coverage.

(c) Seller may discontinue its group health plan and, therefore, discontinue the COBRA Coverage of the Qualified Beneficiaries who are eligible for such coverage, only upon ninety (90) days' prior written notice to Buyer in advance of such group health plan discontinuance. In the event that Buyer is caused to assume any or all of Seller's responsibility for COBRA Coverage, including any and all liability for such coverage whatsoever, within ten (10) days after the presentation by Buyer to Seller of documentation of such liability, Seller agrees to pay and be liable to Buyer and its ERISA Affiliates and shall assume, indemnify, defend and hold harmless Buyer and its ERISA

Affiliates from and against and in respect of any and all losses, damages, liabilities, taxes or sanctions that arise under COBRA, interest, and penalties, costs and expenses (including, without limitation, increased premium or other costs to Buyer in the maintenance of its health care plan as a result of it having to provide COBRA Coverage to Seller's Qualified Beneficiaries; disbursements, reasonable legal fees incurred in connection therewith and in seeking indemnification therefor, and any amounts or expenses required to be paid or incurred in connection with any action, proceeding, suit, claim, appeal, demand assessment or judgment) imposed upon, incurred by or assessed against Buyer and its ERISA Affiliates and any of Buyer's employees arising by reason of or relating to any failure of Seller to comply with the continuation health care coverage requirements of COBRA or to maintain its COBRA Coverage obligations and responsibilities as set forth hereinabove. Notwithstanding anything in this Agreement to the contrary, the provisions of this Section 8.5 shall survive the Closing.

8.6 Post-Closing Access to Information. If, after the Closing, in order to properly operate or windup the Business or the Assets, or prepare documents, Tax Returns or reports required to be filed with any governmental entity or prepare financial statements, it is necessary that a party obtain additional information within the possession of another party relating to the Business or the Assets, the party in possession of such information shall promptly furnish or cause its representatives to furnish such information to the other party, at the requesting party's sole cost and expense.

8.7 Public Announcements. Buyer and Seller shall advise and confer with each other prior to the issuance of any reports, statements or releases concerning this Agreement, the terms hereof and the transactions contemplated herein or in the Acquisition Documents and Seller will not make any public disclosure of the terms of this Agreement or the Acquisition Documents, or the transactions contemplated hereby or by the Acquisition Documents without Buyer's written consent. Any such announcement by Buyer will be subject to Seller's approval which cannot be unreasonably withheld, conditioned or delayed. Nothing contained in this Section 8.7 shall prevent either party at any time from furnishing any information to any governmental entity or pursuant to the requirements of any applicable Laws; provided, however, that the disclosing party shall not make any such disclosure without first notifying the other party and allowing the other party a reasonable opportunity to seek injunctive relief from (or protective order with respect to) the obligation to make such disclosure.

8.8 Use of Name. On and after the Closing Date, Seller will sign such consents and take such other action as Buyer shall reasonably request in order to permit Buyer to use the names included as Intellectual Property Assets. After the Closing, neither Seller nor Principals will use such names or any names similar thereto or variants thereof. On the Closing Date, Ocean Drive shall cause its Articles of Incorporation to be amended to change its name to a name that is not similar to or a variant of Ocean Drive's current name.

8.9 Further Assurances. After the Closing, Seller and Principals will promptly refer all inquiries with respect to ownership of the Assets or the Business to Buyer. In addition, Seller and Principals will execute and deliver such documents as Buyer may reasonably request from time to time to evidence transfer of the Assets to Buyer. Buyer will execute and deliver

such documents as Seller may reasonably request from time to time to evidence the assumption by Buyer of the Assumed Liabilities.

8.10 Noncompete; Non-Solicitation.

(a) Noncompete. Seller and each Principal agrees that, during the two-year period following the Closing Date (the "Noncompete Period"), he or she shall not, directly or indirectly, either for himself, herself or for any other Person (other than Buyer) participate in the Business anywhere within the United States of America other than on behalf of Buyer. For purposes of this Agreement, the term 'participate' includes any direct or indirect interest in any enterprise, whether as an officer, director, employee, partner, member, sole proprietor, agent, representative, independent contractor, consultant, franchisor, franchisee, creditor, lender, owner or otherwise, provided that the term 'participate' shall not include ownership of membership interests in Buyer and of less than 2% of the stock of a publicly-held corporation whose stock is traded on a national securities exchange or in the over-the-counter market.

(b) Non-Solicitation. During the Noncompete Period, each Principal shall not, directly or indirectly, (i) induce or attempt to induce any employee of Buyer to leave the employ of Buyer or in any way interfere with the relationship between Buyer and any employee thereof, (ii) induce or attempt to induce any customer or supplier of Buyer or Seller to cease doing business with Buyer or Seller, or (iii) knowingly induce or attempt to induce any employee of Seller to leave the employ of Seller or in any way interfere with the relationship between Seller and any employee thereof. Each Principal agrees that this covenant is reasonable with respect to its duration, geographical area and scope.

(c) Specific Performance. Each Principal agrees that Buyer would suffer irreparable harm from a breach by such Principal of any of the covenants or agreements contained in this Section 8.10. In the event of an alleged or threatened breach by a Principal of any of the provisions of this Section 8.10, Buyer or its successors or assigns may, in addition to all other rights and remedies existing in its favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief, without the posting of a bond or any other security, in order to enforce or prevent any violations of the provisions hereof. To the extent of any breach of this Section 8.10 by a Principal, the Noncompete Period shall automatically be extended by the length of such breach with respect to such Principal.

(d) Scope, etc. If, at the time of enforcement of any of the provisions of this Section 8.10, a court holds that the restrictions stated therein are unreasonable under the circumstances then existing, the parties agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area. Each Principal acknowledges that, without provisions contained in this Section 8.10, Buyer would have not entered into this Agreement.

8.11 Confidentiality.

(a) "Confidential Information" includes any and all of the following information of Seller, Buyer or Principals that has been or may hereafter be disclosed in any form, whether in writing, orally, electronically or otherwise, or otherwise made available by observation, inspection or otherwise by either party (Buyer on the one hand or Seller and Principals, collectively, on the other hand) or its representatives (collectively, a "Disclosing Party") to the other party or its representatives (collectively, a "Receiving Party"): all trade secrets, data, know-how, processes, ideas, research and development, product, customer and client lists and files, price lists, computer software and databases, systems, contracts, business plans, strategic plans, market studies, marketing and advertising plans, sales histories and projections, capital spending budgets and plans, financial statements, financial projections and budgets, tax returns and accountants' materials, and personnel training techniques and materials.

(b) Each Receiving Party acknowledges the confidential and proprietary nature of the Confidential Information of the Disclosing Party and agrees that such Confidential Information (i) shall be kept confidential by the Receiving Party; (ii) shall not be used for any reason or purpose other than to evaluate and consummate the transactions contemplated by this Agreement and the Acquisition Documents; and (iii) without limiting the foregoing, shall not be disclosed by the Receiving Party to any Person, except in each case as otherwise expressly permitted by the terms of this Agreement or with the prior written consent of an authorized representative of Seller with respect to Confidential Information of Seller or Principals (each, a "Seller Contact") or an authorized representative of Buyer with respect to Confidential Information of Buyer (each, a "Buyer Contact"). Each of Buyer, Seller and Principals shall (iv) enforce the terms of this Section 8.11 as to its respective representatives; (v) take such action to the extent necessary to cause its representatives to comply with the terms and conditions hereof; and (vi) be responsible and liable for any breach of the provisions hereof by it or its representatives.

(c) From and after the Closing, the provisions of this Section 8.11 shall not apply to or restrict in any manner Buyer's use of any Confidential Information of Seller or Principals relating to any of the Assets or the Assumed Liabilities, nor shall it restrict Powers from using such information in connection with his employment by Buyer pursuant to the terms of the Powers Employment Agreement.

(d) The provisions of this Section 8.11 shall not apply to that part of the Confidential Information of a Disclosing Party that a Receiving Party demonstrates (i) was, is or which becomes generally available to the public other than as a result of a breach of this Section 8.11 by the Receiving Party or its representatives; (ii) was developed by the Receiving Party independently of and without reference to any Confidential Information of the Disclosing Party; or (iii) was, or becomes available to the Receiving Party on a nonconfidential basis from a Third Party not bound by a confidentiality agreement or any legal, fiduciary or other obligation restricting disclosure.

(e) If a Receiving Party becomes compelled in any Proceeding or is requested by a governmental body having regulatory jurisdiction over the transactions contemplated by this Agreement or by the Acquisition Documents and by the Acquisition Documents:

to make any disclosure that is prohibited or otherwise constrained by this Section 8.11(e), that Receiving Party shall provide the Disclosing Party with prompt notice of such compulsion or request so that it may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions hereof. In the absence of a protective order or other remedy, the Receiving Party may disclose that portion (and only that portion) of the Confidential Information of the Disclosing Party that, based upon advice of the Receiving Party's counsel, the Receiving Party is legally compelled to disclose or that has been requested by such governmental body; provided, however, that the Receiving Party shall use commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded by any Person to whom any Confidential Information is so disclosed. The foregoing provisions do not apply to any Proceedings between the parties to this Agreement.

(f) If this Agreement is terminated, each Receiving Party shall (i) destroy all Confidential Information of the Disclosing Party prepared or generated by the Receiving Party without retaining a copy of any such material; (ii) promptly deliver to the Disclosing Party all other Confidential Information of the Disclosing Party, together with all copies thereof, in the possession, custody or control of the Receiving Party or, alternatively, with the written consent of a Seller Contact or a Buyer Contact (whichever represents the Disclosing Party) destroy all such Confidential Information; and (iii) if requested, certify all such destruction in writing to the Disclosing Party; provided, however, that the Receiving Party may retain a list that contains general descriptions of the information it has returned or destroyed to facilitate the resolution of any controversies after the Disclosing Party's Confidential Information is returned or so destroyed.

ARTICLE IX TERMINATION

Closing: 9.1 Termination. This Agreement may be terminated at any time before the

- (a) by mutual written consent of Buyer and Seller;
- (b) by either party if the Closing has not occurred on or before November 1, 2007, provided that this provision shall not be available to a party, if it fails or refuses to consummate the transactions contemplated herein or in the Acquisition Documents to take any other action referred to herein as necessary to consummate the transactions contemplated hereby or by the Acquisition Documents in breach of such party's obligations contained herein; and
- (c) by either Buyer or Seller if there has been a material breach or misrepresentation on the part of the other party of any representation, warranty or covenant set forth in this Agreement that is not cured within ten (10) business days after such other party has been notified in writing of the intent to terminate this Agreement pursuant to this Section 9.1(c).

9.2 Effect of Termination.

(a) In the event of termination of this Agreement as expressly permitted under Section 9.1 hereof, this Agreement shall forthwith become void (except for this Section 9.2, Sections 8.7, 8.11, 10.14 and ARTICLE VII) and subject to the terms and conditions of Section 9.2(b) there shall be no liability on the part of any of Seller or Buyer (including without limitation, their respective officers, directors, members or managers), or Principals.

(b) If this Agreement is terminated pursuant to Section 9.1(c) as a result of the material breach or misrepresentation by a party of the representations, warranties and covenants of such party contained in this Agreement, such party shall be fully liable for any and all Losses sustained or incurred as a result of such breach or misrepresentation. In the event of termination hereunder before the Closing, each party shall return promptly to the other party all documents, work papers, and other materials of the other party furnished or made available to such party or its representatives or agents and all copies thereof.

ARTICLE X MISCELLANEOUS

10.1 Designation of Seller's Representative; Actions by Seller.

(a) Seller hereby designates and appoints Powers, or his successor or replacement, as its representative, agent, proxy and attorney-in-fact (the "Seller's Representative") for the purpose of discharging the duties of the Seller's Representative under this Agreement, and the Seller's Representative shall have the full power and authority to bind Seller through his actions and inactions pursuant to the terms of this Agreement. In the event of the resignation, removal, death, disability or incapacity of the Seller's Representative, a successor representative shall thereafter be promptly appointed by action of Seller. The successor Seller's Representative shall execute an instrument accepting such appointment, and such appointment shall become effective as to any such successor when a copy of such instrument shall have been delivered to Buyer. Without limiting the generality of the foregoing, the Seller's Representative shall have full and complete authority to handle all matters on behalf of Seller relating to this Agreement subsequent to the Closing and the other agreements contemplated hereby, including, without limitation: (i) the general oversight and management of all matters relating to any adjustments to the Purchase Price and all matters dealing with or pertaining to the Escrow Amount pursuant to the terms of this Agreement and the Escrow Agreement, (ii) the management and control of any and all indemnification claims hereunder (including disputes and notices relating thereto and resolution thereof and the initiation of legal actions on behalf of Seller in connection therewith), (iii) giving and receiving notices, consenting to waivers under this Agreement subsequent to the Closing and approving any amendments to this Agreement subsequent to the Closing, and (iv) hiring and retaining legal counsel, accountants and other persons as the Seller's Representative may deem necessary or appropriate in its sole discretion in connection with any such matters.

(b) Buyer shall be able to rely conclusively on the actions, instructions and decisions of the Seller's Representative on behalf of Seller as to (i) the resolution of any disputes between Buyer, on one side, and Seller, on the other side, under this Agreement; (ii) the defense or settlement of any claims for indemnification by Buyer, including all matters relating to the Escrow Amount and the Escrow Agreement; and (iii) any other actions required to be taken subsequent to the Closing by the Seller's Representative hereunder or under the other agreements contemplated hereby.

(c) Seller hereby waives any and all claims against Buyer based upon the actual or alleged lack of authorization by such Seller of the Seller's Representative with respect to any action taken by Buyer in reliance on the authority of the Seller's Representative pursuant to this Section 10.1.

(d) Seller agrees to indemnify the Seller's Representative with respect to any losses incurred by the Seller's Representative with respect to his actions taken in good faith on behalf of Seller pursuant to this Agreement or under the other agreements contemplated hereby, and to hold the Seller's Representative harmless from and against any loss, liability, claim or expense incurred on the part of the Seller's Representative and arising out of or in connection with the acceptance or administration of the Seller's Representative's duties hereunder or under the other agreements contemplated hereby, including the reasonable fees and expenses of any legal counsel retained by the Seller's Representative.

10.2 Successors and Assigns. No party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other parties, except that after Closing Buyer may assign any of its rights and delegate any of its obligations under this Agreement to any subsidiary or affiliate of Buyer. Subject to the preceding sentence, this Agreement will apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the parties.

10.3 Notices. All notices, demands and other communications (collectively, "Notices") given or made pursuant to this Agreement shall be in writing and shall be deemed to have been duly given if sent by registered or certified mail, return receipt requested, postage and fees prepaid, by overnight service with a nationally recognized "next day" delivery company such as Federal Express or United Parcel Service, by facsimile transmission, or otherwise actually delivered to the following addresses:

(a) if to Buyer:

c/o Greenspun Media Group, LLC
2290 Corporate Circle
Suite 250
Henderson, Nevada 89074
Attn: Michael Carr, President
Fax: (702) 990-2589

with a copy to:

The Greenspun Corporation
901 N. Green Valley Parkway
Suite 210
Henderson, Nevada 89074
Attn: Key Reid, Senior Vice President
Fax: (702) 259-4146

Brownstein Hyatt Farber Schreck, P.C.
410 17th Street, Suite 2200
Denver, Colorado 80202
Attn: Bruce A. James, Esq.
Fax: (303) 223-1111

(b) if to Seller, Principals or the Seller's Representative:

c/o Ocean Drive Media Group, Inc.
404 Washington Avenue
Suite 650
Miami Beach, Florida
Attn: Jerry Powers
Fax: (305) 673-3590

with copy to:

Bilzin Sumberg Baena Price & Axelrod LLP
200 South Biscayne Boulevard
Suite 2500
Miami, Florida 33131-5340
Attn: Marshall Pasternack
Fax: (305) 351-2247

Any Notice shall be deemed duly given when received by the addressee thereof, provided that any Notice sent by registered or certified mail shall be deemed to have been duly given five (5) business days from the date of deposit in the United States mails, unless sooner received. Any of the parties to this Agreement may from time to time change its address for receiving notices by giving written notice thereof in the manner set forth above.

10.4 Amendment; Waiver. No provision of this Agreement may be waived unless in writing signed by all of the parties to this Agreement, and the waiver of any one provision of this Agreement shall not be deemed to be a waiver of any other provision. This Agreement may be amended only by a written agreement executed by all of the parties to this Agreement.

10.5 Governing Law. This Agreement shall be governed by and construed, both as to validity and performance, and enforced in accordance with the laws of the State of Nevada without giving effect to the conflicts of law principles thereof.

10.6 Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

10.7 Venue. Each of the parties irrevocably consents to the exclusive jurisdiction of any state or federal court in or for the State of Nevada, Clark County and City of Las Vegas, in connection with any matter based upon or arising out of this Agreement or the matters contemplated hereby or by the Acquisition Documents other than the Powers Employment Agreement, agrees that process may be served upon them in any manner authorized by the laws of the State of Nevada for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction and such process.

10.8 Attorneys' Fees. In any dispute hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, court costs and other reasonable litigation costs.

10.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Agreement may be executed by facsimile signature.

10.10 Remedies Cumulative. Each of the various rights, powers and remedies shall be deemed to be cumulative with, and in addition to, all the rights, powers and remedies that either party may have hereunder or under applicable Laws relating hereto or to the subject matter hereof, and the exercise or partial exercise of any such right, power or remedy shall constitute neither an exclusive election thereof nor a waiver of any other such right, power or remedy.

10.11 Specific Performance. Each party hereby agrees and acknowledges that actual performance of each of the obligations in this Agreement is material and essential to each of the party's consent to enter this Agreement. Each party further agrees and acknowledges that the remedies available at law would be inadequate to remedy a failure of any party to perform an obligation stated in this Agreement. In the event any party fails to perform its obligation under this Agreement, any party benefiting from the required performance may seek specific performance from the non-performing party in a court of equity. Nothing in the provisions of this Section 10.11 shall be deemed to be the exclusive remedy of a party to this Agreement. Each party shall have all remedies available at law or in equity for breach of this Agreement.

10.12 Headings. The section and subsection headings contained in this Agreement are included for convenience only and form no part of the agreement between the parties.

10.13 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable Laws, but if any provision of this Agreement shall be or become prohibited or invalid under applicable Laws,

such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

10.14 Expenses. Each party shall pay its own costs, expenses, including, without limitation, the fees and expenses of its legal counsel and financial advisors.

10.15 Interpretation. In this Agreement, unless a clear contrary intention appears: (a) the singular number includes the plural number and vice versa; (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are not prohibited by this Agreement, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually; (c) reference to any gender includes each other gender; (d) reference to any agreement, document or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof; (e) reference to any legal requirement means such legal requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any legal requirement means that provision of such legal requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement or reenactment of such section or other provision; (f) "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof; (g) "including" (and with correlative meaning "include") means including, without limiting the generality of any description preceding such term; (h) "or" is used in the inclusive sense of "and/or"; (i) with respect to the determination of any period of time, "from" means "from and including" and "to" means "to but excluding"; and (j) references to documents, instruments or agreements shall be deemed to refer as well to all addenda, exhibits, schedules or amendments thereto.

10.16 Accounting Terms and Determinations. Unless otherwise specified herein, all accounting terms used herein shall be interpreted, and all accounting determinations hereunder shall be made, in accordance with GAAP.

10.17 Legal Representation of the Parties. This Agreement was negotiated by the parties with the benefit of legal representation, and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party shall not apply to any construction or interpretation hereof.

10.18 Entire Agreement. This Agreement together with the Acquisition Documents, the Disclosure Letter, and all agreements, certificates, schedules and exhibits attached thereto or otherwise to be entered into or delivered in connection with the transactions contemplated hereby constitutes and embodies the entire understanding and agreement of the parties hereto relating to the subject matter hereof and there are no other agreements or understandings, written or oral, in effect between the parties relating to such subject matter except as expressly referred to herein.

**ARTICLE XI
DEFINITIONS**

"Agreement" has the meaning set forth in the Preamble.

"Acquisition Documents" has the meaning set forth in Section 2.2(d).

"Albin Employment Agreement" has the meaning set forth in Section 5.6(l).

"Assets" has the meaning set forth in Section 1.1.

"Assignment and Assumption Agreement" has the meaning set forth in Section 5.6(b).

"Assumed Liabilities" has the meaning set forth in Section 1.7(a).

"Balance Sheet" has the meaning set forth in Section 2.4.

"Basket" has the meaning set forth in Section 7.5.

"Bill of Sale" has the meaning set forth in Section 5.6(a).

"Business" has the meaning set forth in the first Recital.

"Buyer" has the meaning set forth in the Preamble.

"Buyer Contact" has the meaning set forth in Section 8.11(b).

"Buyer's Closing Conditions" has the meaning set forth in ARTICLE V.

"Cash Portion" has the meaning set forth in Section 1.3(a).

"Cap" has the meaning set forth in Section 7.5.

"Closing" has the meaning set forth in Section 1.6.

"Closing Date" has the meaning set forth in Section 1.6.

"COBRA" has the meaning set forth in Section 2.17(b).

"COBRA Coverage" has the meaning set forth in Section 8.5(a).

"Code" means the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

"Confidential Information" has the meaning set forth in Section 8.11(a).

"Contract" has the meaning set forth in Section 2.14(b).

"Determination Date" has the meaning set forth in Section 1.5(g).

"Disclosing Party" has the meaning set forth in Section 8.11(a).

"Disclosure Letter" shall mean the disclosure letter delivered by Seller and Principals to Buyer concurrently with the execution and delivery of this Agreement.

"Dividend Period" has the meaning set forth in Section 6.5.

"Effective Time" has the meaning set forth in Section 1.6.

"Employee Benefit Plan" means any (a) nonqualified deferred compensation, equity or equity-based compensation or retirement plan or arrangement, (b) qualified defined contribution retirement plan or arrangement which is an "employee pension benefit plan" (within the meaning set forth in ERISA §3(2)), (c) qualified defined benefit retirement plan or arrangement which is an "employee pension benefit plan" (including any "multiemployer plan" meaning set forth in ERISA §§ 3(37) and 4001(a)(3)), (d) "employee welfare benefit plan" (within the meaning set forth in ERISA §3(1)) and material fringe benefit plan or arrangement and (e) other employment, retirement, bonus, incentive, severance, retention, vacation, employee benefit or compensatory plan, arrangement, agreement, policy, practice or program, in each case, whether written or unwritten, funded or unfunded, formal or informal, and whether or not subject to ERISA.

"Environmental Law" or "Environmental Laws" have the meaning set forth in Section 2.21(g).

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and any regulations promulgated thereunder.

"ERISA Affiliate" means each persons which, pursuant to ERISA § 4001(b), is required to be treated as a single employer with Seller or the Company pursuant to Code § 414(b), (c), (m) or (o).

"Escrow Agreement" has the meaning set forth in Section 1.3(b).

"Escrow Amount" has the meaning set forth in Section 1.3(b).

"Excluded Assets" has the meaning set forth in Section 1.2.

"Final Balance Sheet" has the meaning set forth in Section 1.5(a).

"Final Working Capital" has the meaning set forth in Section 1.5(a).

"Form 8549" has the meaning set forth in Section 1.4.

"GAAP" means generally accepted accounting principles in effect in the United States, consistently applied.

"Hazardous Material" or "Hazardous Materials" have the meaning set forth in Section 2.21(f).

"HIPAA" has the meaning set forth in Section 2.17(b).

"Indemnifiable Loss" has the meaning set forth in Section 7.4.

"Indemnification Claim" has the meaning set forth in Section 7.3.

"Indemnified Party" has the meaning set forth in Section 7.3.

"Indemnifying Party" has the meaning set forth in Section 7.3.

"Independent Accountant" has the meaning set forth in Section 1.5(g).

"Independent Accountant Determination" has the meaning set forth in Section 1.5(g).

"Intellectual Property Assets" means all intellectual property owned or licensed (as licensor or licensee) by Seller in which Seller has a proprietary interest, including (but specifically excluding materials, such as photographs, text and submitted articles which are in Seller's possession but for which Seller does not own or license):

(a) Seller's name, all assumed fictional business names, trade names, registered and unregistered trademarks, service marks and applications (collectively, "Marks");

(b) all patents, patent applications and inventions and discoveries that may be patentable (collectively, "Patents");

(c) all registered and unregistered copyrights in both published works and unpublished works;

(d) all rights in mask works;

(e) all know-how, trade secrets, confidential or proprietary information, customer lists, software, technical information, data, process technology, plans, drawings and blue prints (collectively, "Trade Secrets"); and

(f) Net Names.

"Interim Balance Sheet" has the meaning set forth in Section 2.4.

"IRS" has the meaning set forth in Section 1.4.

"Knowledge" has the meaning set forth in Section 2.24 with respect of Seller and Section 3.6 with respect to Buyer.

"Laws" has the meaning set forth in Section 2.13.

"Lease" means any Real Property Lease or any lease or rental agreement, license, right to use or installment and conditional sale agreement to which Seller is a party and any other Seller Contract pertaining to the leasing or use of any tangible personal property.

"Lender" has the meaning set forth in Section 5.6(m).

"Liens" has the meaning set forth in Section 2.6(a).

"Loan" has the meaning set forth in Section 6.4.

"Losses" has the meaning set forth in Section 7.2(a).

"Microsoft Lien" shall mean the Lien upon certain computer Assets imposed by De Lage Landen Financial Services, Inc. and disclosed on Schedule 2.6(a) of the Disclosure Letter.

"Noncompete Period" has the meaning set forth in Section 8.10(a).

"Notice of Claim" has the meaning set forth in Section 7.3.

"Notices" has the meaning set forth in Section 10.3.

"Ocean Drive" has the meaning set forth in Section 2.20(e)

"Permits" has the meaning set forth in Section 2.9.

"Person" shall mean an individual, partnership, corporation, business trust, limited liability company, limited liability partnership, joint stock company, trust, unincorporated association, joint venture or other entity or governmental body.

"Powers" has the meaning set forth in the Preamble.

"Powers Employment Agreement" has the meaning set forth in Section 5.6(j).

"Premises" has the meaning set forth in Section 2.21(h).

"Principal" and "Principals" have the meaning set forth in the Preamble.

"Proceeding" has the meaning set forth in Section 2.8.

"Purchase Price" has the meaning set forth in Section 1.3.

"Qualified Beneficiaries" has the meaning set forth in Section 8.5(b).

"Real Property Lease" means any long-term lease of land in which most of the rights and benefits comprising ownership of the land and the improvements thereon or to be constructed thereon, if any, is transferred to the tenant for the term thereof and any lease or rental agreement pertaining to the occupancy of any improved space on any land.

"Receiving Party" has the meaning set forth in Section 8.11(a).

"Retained Liabilities" has the meaning set forth in Section 1.7(b).

"Sandi Powers" has the meaning set forth in the Preamble.

"Seller" has the meaning set forth in the Preamble.

"Seller Contact" has the meaning set forth in Section 8.11(b).

"Seller's Closing Conditions" has the meaning set forth in ARTICLE VI.

"Seller's Plan" means each Employee Benefit Plan that Seller, or ERISA Affiliate thereof, sponsors, maintains, ever has maintained or been obligated to maintain, or to which any of them contributes, ever has contributed or ever has been obligated to contribute, at any time during the 7-calendar year period immediately preceding the date of this Agreement, or with respect to which Seller, the Company or ERISA Affiliates thereof has or could have any direct or indirect, fixed or contingent liability.

"Seller's Representative" has the meaning set forth in Section 10.1.

"Stock" has the meaning set forth in Section 2.2(c).

"Suarez Employment Agreement" has the meaning set forth in Section 5.6(k).

"Tax" and "Taxes" have the meaning set forth in Section 2.20(a).

"Tax Return" has the meaning set forth in Section 2.20(a).

"Unpaid Liability Notice" has the meaning set forth in Section 8.3.

"VMP" means Vegas Magazine Partners, LLC, a Nevada limited liability company.

"VMP Equity" has the meaning set forth in Section 1.1(h).

"WARN Act" has the meaning set forth in Section 2.18(a).

"Working Capital" means the difference between the value of current assets and current liabilities of Seller, in each case determined in accordance with GAAP.

"Working Capital Certificate" has the meaning set forth in Section 1.5(a).

"Working Capital Increase Amount" has the meaning set forth in Section 1.5(b).

"Working Capital Objection" has the meaning set forth in Section 1.5(f).

"Working Capital Shortfall Amount" has the meaning set forth in Section 1.5(c).

[Signature Page to Follow]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

BUYER:

NICHE MEDIA HOLDINGS, LLC,
a Nevada limited liability company

By: Greenspun Media Group, LLC,
a Nevada limited liability company

By: _____
Name: _____
Title: _____

SELLER:

OCEAN DRIVE MEDIA GROUP, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

IO MAY CORP.,
a Florida corporation

By: _____
Name: _____
Title: _____

ATLANTA PEACH CORP.,
a Florida corporation

By: _____
Name: _____
Title: _____

MICHIGAN AVENUE PUBLISHERS, LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made as of this 1st day of November, 2007 (the "Commencement Date"), by and between Niche Media Holdings, LLC, a Nevada limited liability company (hereinafter called the "Company"), and Jerry Powers, an individual resident in the State of Florida (hereinafter called the "Executive").

WHEREAS, the Company has been formed for the purpose of engaging in the business of publishing regional luxury magazines for circulation in various markets including but not limited to South Florida, Atlanta, Georgia, Chicago, Illinois and Las Vegas, Nevada (the "Company's Business");

WHEREAS, prior to the execution of this Agreement, Executive served as President of Ocean Drive Media Group, Inc., a Florida corporation formerly known as SoBe News, Inc. ("ODMG") which published several regional luxury magazines, including Ocean Drive Magazine, Ocean Drive En Espanol, Inside Out and Atlanta Peach;

WHEREAS, the Company and Executive desire to enter into this Agreement to secure the exclusive services of Executive and to set forth the terms and conditions of Executive's employment with the Company.

NOW THEREFORE, in consideration of mutual promises and covenants set forth herein, Company and Executive agree as follows:

1. EMPLOYMENT AND DUTIES

1.1 **Employment; Title.** The Company hereby employs Executive as President of the Publishing Division of the Company. Executive shall perform those responsibilities assigned by the Managing Member of the Company or the Managing Member's designee and shall render services as are necessary and desirable to protect and to advance the best interests of the Company. Executive shall report to the Managing Member or his designee.

1.2 Duties.

(a) Executive shall be responsible for overseeing all editorial activities of all publications published immediately prior to the Commencement Date by ODMG. Executive's duties shall also include management of the Company's custom publishing initiatives including but not limited to Bal Harbour Magazine and Art Basel Magazine, Trump Magazine and local sales for Ocean Drive Magazine and any other initiatives as may be reasonably determined by the Managing Member or his designee. Notwithstanding anything in this Agreement to the contrary, the Managing Member or his designee may in his sole discretion, but after consultation with Executive, reasonably amend, modify, change or add to the duties and responsibilities of the Executive. The duties and responsibilities of Executive must be consistent with those of a senior executive of the Company. Executive shall perform and discharge Executive's duties and

obligations well and faithfully and to the utmost of Executive's ability, and shall use his best efforts to promote the causes, reputation and good will of the Company. Executive shall perform Executive's duties in the place or at the location where directed by the Company, but in no event will the Company require Executive to relocate from Miami, Florida.

(b) Company agrees that so long as Company controls such publications, Company will maintain Executive's name on the masthead of the following publications: Ocean Drive Magazine with the designation "Co-Founder;" Ocean Drive En Espanol Magazine with the designation "Founder;" Inside Out Magazine with the designation "Founder;" and Atlanta Peach Magazine with the designation "Founder." The size and placement of such designation to be at the reasonable discretion of the Company.

1.3 Performance of Duties. Executive agrees to devote full business time, attention, skill and effort exclusively to the performance of the duties and responsibilities hereunder during the term of employment and any extension or renewal thereof. Executive shall not, during the term of employment hereunder, without the prior written consent of the Company, serve as a principal, partner, employee, officer, consultant, advisor or director of any other business concern conducting business for profit. Notwithstanding anything to the contrary herein, nothing herein contained shall be deemed to prevent or limit the right of Executive to invest funds in the capital stock or other securities of another entity provided that such entity is not a "Competing Business," nor shall anything herein contained be deemed to prevent Executive from investing or limiting Executive's right to invest funds in real estate or make other passive investments so long as such investments are not in or with a "Competing Business." Notwithstanding the forgoing, Executive may invest in a "Competing Business" so long as such Competing Business is publicly traded and Executive's investment is passive and does not exceed more than 1% of the publicly traded securities of the Competing Business.

1.4 Compliance with Laws and Company Policies. Executive shall comply with all laws, rules and regulations relating to the business of the Company. Executive shall also comply with all established Company rules, regulations and policies as may be established from time to time including the Company's policies and handbooks applicable to its senior executives, in general, as they may be amended. In the event of a conflict between a Company policy and this Agreement, this Agreement shall take precedence.

2. TERM OF EMPLOYMENT

The "Initial Term" of employment of Executive shall commence on November 1, 2007 and shall end on the date that is five years from the Commencement Date unless sooner terminated pursuant to Section 6. If Executive remains employed at the end of the Initial Term, Executive's employment with the Company will become "at will." In such event, Sections 8, 9, 10 and 11 of this Agreement shall remain in full force and effect.

3. COMPENSATION

The Company shall pay Executive, as compensation for all of services to be rendered a salary of \$725,000 per employment year (the "Base Salary") payable in substantially equal payments on the fifteenth (15th) and thirtieth (30th) of each month, less such deductions or amounts as are required to be deducted or withheld by applicable laws or regulations. On January 1, 2009, Executive's Base Salary will be automatically increased by four percent (4%). Thereafter, each successive January 1, Executive's Base Salary will be increased by four percent (4%) over the prior year's Base Salary.

4. **CONSIDERATION**

Executive hereby acknowledges and confesses receipt and sufficiency of good and valuable consideration consisting of the agreement of the Company to employ Executive under the terms and conditions set forth herein.

5. **BONUS, BENEFITS AND REIMBURSEMENT FOR EXPENSES**

5.1 **Bonus.** After the Commencement Date, the Company shall enter into good faith negotiations with Executive to develop a bonus plan in addition to the Base Salary in such amounts and based on such criteria as it may deem appropriate in its sole discretion. Such bonus shall be based on profit performance in the areas of responsibility of Executive. Such annual bonus will not exceed \$300,000. To be eligible for such bonus, Executive must be employed on a full time basis for the entire employment year for which the bonus is to be awarded.

5.2 **INTENTIONALLY OMITTED.**

5.3 **Benefits.** The Company may from time to time establish plans, program or policies to provide benefits to its employees. Executive may participate in the established plans and programs of the Company to the extent Executive is eligible for participation therein based on the eligibility criteria applicable, all as determined by the Company in its sole discretion. Executive shall be entitled to the same benefits offered to senior-level executives of the Company. Executive shall further be entitled to reimbursement of reasonable business expenses subject to Executive's compliance with the Company's policies with respect to the reimbursement of business expenses of its senior executives.

5.4 **Paid Time Off.** Executive shall be entitled to four weeks of annual paid time off pursuant to the terms of the policies and practices of the Company.

5.5 **Membership Interest and Special Bonus.** For a period of twelve (12) months from the Commencement Date and in compliance with Section 409A of the Internal Revenue Code if applicable, Executive shall have the right to purchase up to 3% of the total Membership Interests in the Company. The purchase price for Executive's Membership Interest shall be the fair market value of that Membership Interest as of the Commencement Date. In addition, the Company shall provide Executive the opportunity for a special bonus. Within 30 days of the Commencement Date, the Company will advise Executive of the valuation, formula, and

mechanics of the valuation of the fair market value of the Membership Interests and details of the special bonus.

6. TERMINATION OF EMPLOYMENT

6.1 Death. If the Executive dies during the term of this Agreement, Executive's employment under this Agreement shall automatically terminate on the date of death.

6.2 Disability. If, during the term of this Agreement, Executive is unable to perform, due to physical or mental impairment, the essential functions of his position, with or without reasonable accommodation for a period of ninety (90) consecutive days or for a period of one hundred eighty (180) days in any calendar year, whether or not consecutive, the Company may terminate this Agreement. In making any determination of disability pursuant to this Section, the Company shall be rely on the definition and interpretations of "disability" under the Americans with Disabilities Act. The determination of whether Executive is "disabled" for purposes of this section shall be based upon the results of a medical evaluation to be performed by two board certified physicians in South Florida (of an appropriate specialty) selected by the Company and each physician's written opinion as to whether Executive is disabled. In the event the opinions of the two selected board certified physicians do not agree as to whether Executive is disabled, a third evaluation by a board certified physician in South Florida selected by the Company shall be conducted. Company agrees to pay for such evaluations and Executive agrees to make himself available for and cooperate with such evaluations. The determination of the third physician, if needed, shall be binding. Executive shall continue to be paid his Base Salary through the date of termination of his employment under this Section 6.2. Notwithstanding the foregoing, in the event Executive desires to obtain disability insurance, the Company shall reasonably cooperate with Executive and potential insurers so as to facilitate Executive's obtaining such insurance and no benefits payable to Executive under any such policy shall not reduce or affect, in any way, the Company's obligations to Executive hereunder.

6.3 Termination for Cause. The Company may terminate Executive's employment hereunder for Cause at any time by written notice given to Executive. The later of the date on which the Company sends written notice of termination under this Section or the expiration of any applicable cure period without a cure having been accomplished, shall be the termination date. Except as set forth in Section 6.5 or as otherwise required by law, all of Executive's rights to compensation and privileges extended by this Agreement and those extended in accordance with Company policy hereunder shall be terminated, in the event of termination for Cause, as of the termination date.

6.4 INTENTIONALLY OMITTED

6.5 Compensation on Termination. In the event that Executive's employment is terminated under Sections 6.1, 6.2, or 6.3 of this Agreement or on expiration of the Term of Employment, no further compensation shall be due hereunder except as may be specifically set forth in the handbook of the Company and Executive or Executive's estate shall be entitled to receive the portion of the Base Salary accrued to the termination date and not theretofore paid and bonuses, if any, earned and not yet paid as of the termination date.

6.6 Termination by the Company Without Cause. Notwithstanding any other provision of this Agreement, the Company may terminate the Executive's employment without Cause, other than due to death or Disability, at any time during the Term of Employment by giving written notice to the Executive. In the event that the Company terminates the Executive's employment without Cause, Executive shall be entitled, in lieu of any other compensation and benefits whatsoever, to:

- (a) an amount equal to the Executive's Base Salary for the balance of the Initial Term of this Agreement which shall be paid out in equal bi-weekly installments only so long as Executive is not in violation of any of the provisions of Sections 8 or 9 of this Agreement; and
- (b) such other remuneration as specifically set forth in the handbook of the Company.

6.7 Termination Upon Change in Control. Notwithstanding anything to the contrary contained herein, the Company shall have the right to terminate the Executive's employment in the event of a Change in Control. In such event, the Company may elect to either:

- (a) pay Executive the amounts described in Section 6.6 above in which event the provisions of Section 9 and 10 will remain in full force and effect in accordance with their terms, or
- (b) not make any additional payments to Executive other than those described in Section 6.5 above in which event the provisions of Sections 9 and 10 will remain in full force and effect provided however that the Restriction Period, in such event, shall be reduced to six (6) months.

6.8 General Release. No payments or benefits payable to the Executive upon the termination of his employment pursuant to Section 6.6 or 6.7 shall be made unless and until Executive executes a general release in a form reasonably provided by the Company and such general release becomes effective pursuant to its terms (provided that such general release shall exclude the obligations of the Company described herein). The Executive and the Company agree that (i) such release will be executed by both parties within thirty (30) days after the date of termination of the Executive's employment by the Company (the "Termination Date") and (ii) the payments and benefits payable to the Executive pursuant to Sections 6.6 or 6.7 (as appropriate) shall commence no later than forty-five (45) days after the Termination Date.

6.9 Delivery of Material. Unless authorized in writing to the contrary, Executive shall promptly deliver to the Company on the termination of employment, or at any other time the Company may so request, all memoranda, notes, records, reports, manuals, computer disks, videotapes, drawings, blueprints and other documents relating to the Company or its customers, which Executive may then possess or have under Executive's control. All files, records, documents, drawings, specifications, equipment, and similar items relating to the Business, whether prepared by Executive or others, and any and all copies, abstracts, and summaries thereof are and shall remain exclusively the property of the Company.

7. REPRESENTATION AND WARRANTY BY EMPLOYEE

Executive hereby represents and warrants to the Company, the same being part of the essence of this Agreement that, as of the Commencement Date, Executive is not a party to any agreement, contract or understanding, and that no facts or circumstances exist, which would in any way conflict with the terms of this Agreement or would restrict or prohibit Executive in any material way from undertaking or performing any obligations under this Agreement. The foregoing representation and warranty shall remain in effect throughout the Term or any renewal thereof.

8. CONFIDENTIAL INFORMATION AND PROPRIETARY INTERESTS

8.1 Acknowledgment of Confidentiality. Executive understands and acknowledges that during the course of employment, Executive will have access to Confidential Information vital to the business of the Company and its Affiliates. Executive further acknowledges that all files, records, documents, drawings, specifications, equipment, and similar items, whether prepared by Executive or others, and any and all copies, abstracts, and summaries thereof are and shall remain exclusively the property of the Company or its Affiliates.

8.2 Non-Disclosure Agreement. Executive shall not, either during employment or for a period of five (5) years thereafter:

(a) use or disclose any Confidential Information outside the Company including publishing any works, speeches or articles with respect thereto;

(b) misuse, misappropriate, or disclose any such Confidential Information directly or indirectly, to any other person or use such Confidential Information in any way, whether during employment or at any other time thereafter, except as is required in the course of Executive's duties hereunder.

(c) except as required in the proper performance of his services hereunder, remove or aid in the removal of any Confidential Information or any property or material relating thereto from the premises of the Company or its Affiliates.

8.3 Required Disclosure. In the event Executive is required by law or a court order to disclose any such Confidential Information, Executive shall promptly notify the Company of such requirement and provide Company with a copy of any court order or of any law which requires such disclosure and, if the Company so elects, to the extent that it is legally able, permit the Company an adequate opportunity, at its own expense, to contest such law or court order.

8.4 Notwithstanding the confidentiality obligation set forth above, Executive may use any residual information, except as prohibited by Section 9. Residual information for this purpose means the ideas, know-how, and techniques retained in the unaided memory of Executive acquired in the course of performing his services under this Agreement.

9. RESTRICTIVE COVENANT

In consideration for the Agreement to employ or to continue to employ the Executive and for other valuable consideration provided hereunder, Executive agrees and covenants that during employment and for the duration of the Restriction Period, the Executive shall not except with the written consent of the Company:

(a) either directly or indirectly, for himself or any third party canvass, contact, solicit or accept business from any customer of the Company with whom the Executive has had business contact on behalf of the Company, except if such canvassing, contacting, solicitation or acceptance of business relates to business ventures or opportunities which do not constitute a Competing Business and does not directly or indirectly relate to the loss of any business or business opportunities for the Company;

(b) accept with a Competing Business a position including but not limited to a position as an employee, consultant or independent contractor.

(c) accept any position or affiliation, either directly or indirectly, alone or as a member of a partnership, or as an officer, director, shareholder or otherwise, with a Competing Business in which Executive would, in the regular and ordinary course of business, of necessity be called upon, required, or expected to reveal, base judgments on, or otherwise use Confidential Information that Executive may have received, obtained, or acquired during, or as a consequence of, his employment with the Company;

(d) solicit, attempt to solicit, encourage, divert, or attempt to cause any employee or persons who were known by Executive to have been prospective employees of the Company to terminate and/or leave the employment of the Company for Executive's own behalf or on behalf of any person, firm, partnership, association, corporation, business organization, entity, or enterprise. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the Executive from employing an individual: (i) with the consent of the Company, or (ii) who responded to general solicitations in publications or on websites, or through the use of search firms, so long as such general solicitations or search firm activities are not targeted specifically at an employee of the Company or any of its Affiliates.

10. INVENTION DISCLOSURE

Executive agrees to and hereby grants and assigns to the Company, or the Company's nominee the entire right, title, and interest in all Ideas, Inventions and Improvements, whether patentable or not, which Executive, solely or jointly, may conceive, make, reduce or practice or first disclose during the period of Executive's employment with the Company, and which: (i) relate directly to the Company's Business; (ii) relate to matters to which the Executive has been assigned to work by the Company; (iii) are suggested by or result from any task or work of Executive for the Company or for customers/suppliers/licensors/licensees of the Company or Affiliates or for others to whom the Company or Affiliates owe a fiduciary duty, contractual duty or other duty or obligation of confidentiality; or (iv) are conceived of or made on the Company's time or with use of

the facilities, materials tools, Confidential Information or information of the Company's and Affiliates' customers, suppliers, licensors, licensees or others to whom the Company or Affiliates owe a fiduciary duty, contractual duty or other duty or obligation of confidentiality regarding such information.

11. INJUNCTIVE RELIEF

Both parties recognize that the services to be rendered under this Agreement by the Executive are special, unique, and of extraordinary character, and that in the event of the breach by the Executive of the terms and conditions of the covenants contained in Sections 8, 9 and 10, the Company shall be entitled, if it so elects to institute and prosecute proceedings in any court of competent jurisdiction to enforce through injunctive relief such covenants in addition to any remedy available at law. The Executive acknowledges and agrees that there is no adequate remedy at law for his violation of such covenants and that in light of the scope of the Executive's responsibilities with the Company, the restrictions as to time, geographic scope and scope of activities restrained in Sections 8, 9 and 10 are both reasonable and necessary to protect the goodwill and other legitimate business interests of the Company. Indeed, the Executive acknowledges that the term of Executive's employment hereunder, the amount of salary, benefits and other consideration provided by the Company hereunder are in significant part provided by the Company to secure the Executive's agreement to such covenants. The Executive agrees to waive and hereby waives any requirement for the Company to secure any bond in connection with the obtaining of such injunction or other equitable relief.

12. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the meanings specified below:

12.1 "Affiliate" or "Affiliates" means any corporation, general or limited partnership, joint venture or other person or legal entity that (i) is owned by, (ii) owns, or (iii) is under common control of the Company. For the purposes of this definition, ownership, directly or indirectly, of 50% of the capital stock having the right to vote for directors of a corporation, or 50% of the equity interest of a general or limited partnership or joint venture, shall constitute ownership thereof.

12.2 "Cause" shall mean:

(a) an action or omission of the Executive which constitutes (i) a material breach of any of the terms of this Agreement, (ii) a failure to follow any significant instruction from the Managing Member or his designee, (iii) a failure to follow any material rule or policy of the Company communicated to Executive which failure has had a material adverse effect on the Company, or (iv) the failure of Executive to diligently or effectively perform his duties under this Agreement, in each case which is not cured within fifteen (15) days of receipt by Executive of written notice of such failure, which notice specifies the failure to perform, provided that the fifteen

(15) day cure period may be extended for an additional period of up to thirty (30) days during which Executive is diligently and in good faith pursuing said cure;

(b) been formally charged with, and such charges are not dismissed within 90 days, or convicted of a crime involving fraud, theft, embezzlement, assault, battery, rape, or other violent act or another crime involving dishonesty, violence or moral turpitude;

(c) knowingly violated or participated in a violation of a Company workplace harassment rule as determined by the Managing Member after a good faith investigation of the claim of such violation, which investigation shall include consultation with Executive to discuss such violation;

(d) knowingly violated or participated in a violation of a Company safety rule or health or safety regulation of a federal, state or local government which is not cured within thirty (30) days of receipt by Executive of written notice of such violation;

(e) committed any act that constitutes a breach of a fiduciary duty or a breach of a duty of loyalty; or

(f) any gaming license held by any entity affiliated with Company is threatened in writing by a third party to be, or is, denied, curtailed, suspended or revoked as a result of Executive's employment by Company or as a result of Executive's actions.

"Cause" shall exist without Company providing reasonable written notice of not less than fifteen (15) business days as set forth in subsection (a)(i)(ii)(iii) or (iv) of this section if Executive has been given reasonable written notice under that same subsection on at least two (2) prior occasions.

12.3 "Change in Control" shall mean the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) the sale, exchange, lease or other disposition, in one or a series of related transactions, of all or substantially all, of the assets of the Company; or

(ii) the sale, exchange or other disposition of 51% or more of the Membership Interests of the Company (or other form of equity ownership if the Company is organized in the form of a corporation or partnership at the time of the transaction); or

(iii) either a merger or consolidation of the Company into or with another Entity if the holders of the Membership Interests of the Company immediately prior to such transaction do not Own, directly or indirectly, a majority of the outstanding equity interests of the surviving company or its parent immediately after the transaction in substantially the same proportions relative to each other as immediately prior to such transaction, or if following such merger or consolidation of the Company into or with another Entity the Company is not the surviving Entity.

Entity. Entity means a corporation, partnership, limited liability company or other entity.

Managing Member. Managing Member means the "managing member" of the Company within the meaning of NRS 86.071.

Member. Member has the meaning set forth in NRS 86.081.

Membership Interest. Membership Interest means a member's rights in the Company, collectively, including the Member's economic interest, any right to vote or participate in management, and any right to information concerning the business and affairs of the Company provided by Chapter 86 of the Nevada Revised Statutes.

Own, Owned, Owner, Ownership. A person or Entity shall be deemed to "Own," to have "Owned," to be the "Owner" of, or to have acquired "Ownership" of securities or membership interests if such person or Entity, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares voting power, which includes the power to vote or to direct the voting, with respect to such securities or membership interests. An individual shall be considered as owning the stock or membership interests owned, directly or indirectly, by or for his brothers and sisters, spouse, ancestors and lineal descendants. With respect to stock or membership interests owned, directly or indirectly, by or for a corporation, partnership, estate or trust, such stock or membership interests shall be considered as being owned proportionately by or for its shareholders, partners or beneficiaries.

12.4 **"Competing Business"** shall mean a person or entity that is engaged within the Restricted Area in any business which is the same or essentially the same as the Company's Business currently is, was or projected to become at any time during Executive's employment with the Company (as evidenced in written materials produced or provided to Executive prior to the commencement of the Restriction Period) including but not limited to publishing or distributing a regional, city, or controlled circulation publication.

12.5 **"Confidential Information"** shall mean any and all information of the Company or its Affiliates, whether in writing or not, disclosed to Executive including but not limited to, all data, compilations, programs, devices, strategies, or methods concerning or related to:

(a) the Company's finances, financial condition, results of operations, employee relations, amounts of compensation paid to officers and employees and any other data or information relating to internal affairs and policies of Company;

(b) the Company's marketing and business plans, future plans, concepts, competitive strategies, pricing, margins, designs, models, or apparatus;

(c) customer and suppliers lists and the identities and the business preferences of Company's customers and suppliers or any employee or agent thereof with whom Company communicates;

(d) the terms and conditions of sales and offers of sales of Company's products and services;

(e) the terms, conditions, and current status of Company's agreements and relationships with any customer or supplier;

(f) the Company's trade secrets as defined by state and federal law, and/or as defined by the jurisdictions, whether foreign or domestic, in which Employer operates;

(g) Company's technology and the operating techniques, price and margin data, designs, drawings, artwork, blueprints, specifications, tools, and strategic plans possessed, developed, accumulated or acquired by the Company;

(h) any other information and knowledge with respect to all devices and products developed or in any stage of development by the Company;

(i) any communication between the Company and its officers, directors, employees, and attorneys and any person retained by their attorney for the purpose of assisting such attorney in the representation of the Company;

(j) any other matter or thing, whether or not recorded on any medium by the Company, from which the Company derives actual value by virtue of it not being generally known to other persons or entities who might obtain any value from its disclosure or use or which gives the Company an opportunity to obtain an advantage over its competitors who do not know of or use the same.

Confidential Information does not include information (a) that is freely available to the public through no fault of or action by Executive; (b) that is independently acquired or developed by Executive without the aid, application or use of the Confidential Information; (c) that is disclosed with the written approval of the Company; or (d) that is required to be disclosed by law or court order; provided that the Company is notified thereof promptly in writing in order to allow it an opportunity to take reasonable steps in response thereto. Executive shall have the burden of proving the applicability of the above exception.

12.6 **"Restriction Period"** during the Initial Term shall mean a period of twenty-four (24) months commencing upon the termination of the Executive's employment hereunder by either party for any reason. Following the Initial Term and without regard to any extension, "Restriction Period" shall mean a period of twelve (12) months commencing upon the termination of the Executive's employment by either party for any reason. To the extent there are any inconsistencies during the first two (2) years of this Agreement with the corresponding provisions of the Asset Purchase Agreement, the Restrictive Covenants related to Non Competition and Non Solicitation under the Asset Purchase Agreement shall be controlling.

12.7 **"Restricted Area"** means the area within a 200 mile radius of any market in which the Company is publishing or distributing, or plans to begin publishing or distributing a regional, city, or controlled circulation publication at the time Executive's employment terminates.

13. GOVERNING LAW AND CHOICE OF FORUM

This Agreement shall be governed by and construed, and the rights and obligations of the parties hereto enforced, in accordance with the laws of the State of Florida. The parties agree that any action to enforce any portion of this agreement or to litigate any issue or occurrence arising out of Executive's employment, shall be instituted only in the federal or state courts located in the County of Miami-Dade, State of Florida.

14. WAIVER OF JURY TRIAL

The Executive and Company hereby agree to voluntarily waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement, the employment relationship between them or any dealings between them relating to the subject matter of this Agreement or such relationship. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court or that relate to the subject matter of this Agreement, including, without limitation, contract claims, tort claims, breach of duty claims, wrongful termination claims, claims for discharge in violation of public policy, claims of discrimination and all other common law and statutory claims, to the maximum extent permitted by law. The Executive and Company each acknowledge that this waiver is a material inducement to enter into this Agreement, that each has already relied on the waiver in entering into this Agreement, and that each will continue to rely on the waiver in their related future dealings. This waiver is irrevocable, meaning that it may not be modified either orally or in writing. This waiver shall apply to any subsequent modifications to or extensions of this Agreement. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court. Executive and Company further agree that all attorneys fees expended by either party in any litigation concerning this Agreement or Executive's employment hereunder will be paid by the losing party in that litigation.

15. ASSIGNMENT AND SUCCESSORS

Neither this Agreement nor any of Executive's rights or duties hereunder may be assigned or delegated by Executive. This Agreement is not assignable by the Company without the consent of Executive, except to any successor in interest which takes over all or substantially all of the business of the Company, as it is conducted at the time of such assignment. Any corporation into or with which the Company is merged or consolidated or which takes over all or substantially all of the business of the Company shall be deemed to be a successor of the Company for purposes hereof. This Agreement shall be binding upon and, except as aforesaid, shall inure to the benefit of the parties and their respective successors and permitted assigns.

16. ENTIRE AGREEMENT, WAIVER AND OTHER

16.1 **Integration.** This Agreement contains the entire agreement of the parties hereto on its subject matter and supersedes all previous agreements between the parties hereto, written or oral, express or implied, covering the subject matter hereof. No representations, inducements, promises or agreements, oral or otherwise, not embodied herein, shall be of any force or effect.

16.2 **No Waiver.** No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by or on behalf of the party granting such waiver or modification. No waiver by any party of any breach or default hereunder shall be deemed a waiver of any repetition of such breach or default or shall be deemed a waiver of any other breach or default, nor shall it in any way affect any of the other terms or conditions of this Agreement or the enforceability thereof. No failure of the Company to exercise any power given it hereunder or to insist upon strict compliance by Executive with any obligation hereunder, and no custom or practice at variance with the terms hereof, shall constitute a waiver of the right of the Company to demand strict compliance with the terms hereof.

17. NOTICES

All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given if made in writing and delivered personally or mailed by postage prepaid certified or registered mail, return receipt requested, accompanied by a second copy sent by ordinary mail, which notices shall be addressed as follows:

If to the Company:

Michael Carr
2290 Corporation Circle, Suite 250
Henderson, Nevada 89074

Key Reid
901 North Green Valley Pkwy, #210
Henderson, Nevada 89074

If to Executive:

404 Washington Avenue
Miami Beach, Florida 33139

Marshall Pasternack
Bilzin Sumberg LLP
200 South Biscaye Blvd, #2500
Miami, Florida 33131-5340

18. SURVIVAL

The provisions of Section 1.2(b), 8, 9 and 12 shall survive termination of this Agreement and remain enforceable according to their terms.

19. SEVERABILITY

The invalidity or unenforceability of any provision of this Agreement or subpart thereof shall in no way affect the validity or enforceability of any other provisions or subparts hereof.

20. GOOD FAITH

The Company and the Executive shall endeavor in good faith to reach agreement on all material matters relating to the operation of the Company and the performance of their respective duties under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above, to be effective as of the Commencement Date.

DATED: November 1, 2007

NICHE MEDIA HOLDINGS, LLC

By: GREENSPUN MEDIA GROUP, LLC,
a Nevada limited liability company

By: Brian L. Greenspun
Brian L. Greenspun, Manager

EXECUTIVE

DATED: _____

JERRY POWERS _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above, to be effective as of the Commencement Date.

DATED: _____

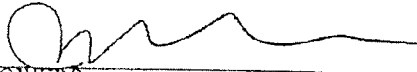
NICHE MEDIA HOLDINGS, LLC

By: GREENSPUN MEDIA GROUP, LLC,
a Nevada limited liability company

By: _____
Brian L. Greenspun, Manager

EXECUTIVE

DATED: November 1, 2007



JERRY POWERS