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FORM D

NOTICE OF SALE OF SECURITIES
PURSUANT TO REGULATION D,
SECTION 4(6), AND/OR
UNIFORM LIMITED OFFERING EXEMPTION



07053272

SEC USE ONLY
Prefix Serial
DATE RECEIVED
RECEIVED

APR 24 2007
WASH DC 200 SECTION
PROCESSED

Name of Offering (check if this is an amendment and name has changed, and indicate change.)

SELECTIVE BROADCASTING CORPORATION

Filing Under (Check box(es) that apply): Rule 504 Rule 505 Rule 506 Section 4(6) ULOE

Type of Filing: New Filing Amendment

A. BASIC IDENTIFICATION DATA

I. Enter the information requested about the issuer

Name of Issuer (check if this is an amendment and name has changed, and indicate change.)

SELECTIVE BROADCASTING CORPORATION

Address of Executive Offices (Number and Street, City, State, Zip Code) Telephone Number (Including Area Code)

73 CHESTNUT ROAD, PAOLI, PA 19301

Address of Principal Business Operations (if different from Executive Offices) (Number and Street, City, State, Zip Code) Telephone Number (Including Area Code)

73 CHESTNUT ROAD, PAOLI, PA19301

Brief Description of Business

SBC IS A SUBSCRIPTION SERVICE VIA PATENTED TECHNOLOGY AND INTELLECTUAL PROPERTY THAT WILL ENABLE ACCESS TO THE AUDIO PORTION OF ANY RADIO OR TELEVISION BROADCAST FROM ANYWHERE IN THE WORLD

Type of Business Organization

- corporation limited partnership, already formed other (please specify):
- business trust limited partnership, to be formed

Actual or Estimated Date of Incorporation or Organization: Month Year Actual Estimated

Jurisdiction of Incorporation or Organization: (Enter two-letter U.S. Postal Service abbreviation for State: CN for Canada; FN for other foreign jurisdiction)

MAY 09 2007
THOMSON FINANCIAL

GENERAL INSTRUCTIONS

Federal:

Who Must File: All issuers making an offering of securities in reliance on an exemption under Regulation D or Section 4(6), 17 CFR 230.501 et seq. or 15 U.S.C. 77d(6).

When To File: A notice must be filed no later than 15 days after the first sale of securities in the offering. A notice is deemed filed with the U.S. Securities and Exchange Commission (SEC) on the earlier of the date it is received by the SEC at the address given below or, if received at that address after the date on which it is due, on the date it was mailed by United States registered or certified mail to that address.

Where To File: U.S. Securities and Exchange Commission, 450 Fifth Street, N.W., Washington, D.C. 20549.

Copies Required: Five (5) copies of this notice must be filed with the SEC, one of which must be manually signed. Any copies not manually signed must be photocopies of the manually signed copy or bear typed or printed signatures.

Information Required: A new filing must contain all information requested. Amendments need only report the name of the issuer and offering, any changes thereto, the information requested in Part C, and any material changes from the information previously supplied in Parts A and B. Part E and the Appendix need not be filed with the SEC.

Filing Fee: There is no federal filing fee.

State:

This notice shall be used to indicate reliance on the Uniform Limited Offering Exemption (ULOE) for sales of securities in those states that have adopted ULOE and that have adopted this form. Issuers relying on ULOE must file a separate notice with the Securities Administrator in each state where sales are to be, or have been made. If a state requires the payment of a fee as a precondition to the claim for the exemption, a fee in the proper amount shall accompany this form. This notice shall be filed in the appropriate states in accordance with state law. The Appendix to the notice constitutes a part of this notice and must be completed.

ATTENTION

Failure to file notice in the appropriate states will not result in a loss of the federal exemption. Conversely, failure to file the appropriate federal notice will not result in a loss of an available state exemption unless such exemption is predicated on the filing of a federal notice.

A. BASIC IDENTIFICATION DATA

2. Enter the information requested for the following:

- Each promoter of the issuer, if the issuer has been organized within the past five years;
- Each beneficial owner having the power to vote or dispose, or direct the vote or disposition of, 10% or more of a class of equity securities of the issuer.
- Each executive officer and director of corporate issuers and of corporate general and managing partners of partnership issuers; and
- Each general and managing partner of partnership issuers.

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

HADDOCK, ROBERT

Business or Residence Address (Number and Street, City, State, Zip Code)

73 CHESTNUT ROAD, PAOLI, PA 19301

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

SOUTUER, FARID

Business or Residence Address (Number and Street, City, State, Zip Code)

73 CHESTNUT ROAD, PAOLI, PA19301

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

STASEN, GEORGE

Business or Residence Address (Number and Street, City, State, Zip Code)

109 AUGUSTA DRIVE, WEST CHESTER, PA 19382

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Check Box(es) that Apply: Promoter Beneficial Owner Executive Officer Director General and/or Managing Partner

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

(Use blank sheet, or copy and use additional copies of this sheet, as necessary)

B. INFORMATION ABOUT OFFERING

1. Has the issuer sold, or does the issuer intend to sell, to non-accredited investors in this offering? Yes No
 Answer also in Appendix, Column 2, if filing under ULOE.
2. What is the minimum investment that will be accepted from any individual? \$ 1,000.00
3. Does the offering permit joint ownership of a single unit? Yes No
4. Enter the information requested for each person who has been or will be paid or given, directly or indirectly, any commission or similar remuneration for solicitation of purchasers in connection with sales of securities in the offering. If a person to be listed is an associated person or agent of a broker or dealer registered with the SEC and/or with a state or states, list the name of the broker or dealer. If more than five (5) persons to be listed are associated persons of such a broker or dealer, you may set forth the information for that broker or dealer only. N/A

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Name of Associated Broker or Dealer

States in Which Person Listed Has Solicited or Intends to Solicit Purchasers

(Check "All States" or check individual States) All States

<input type="checkbox"/> AL	<input type="checkbox"/> AK	<input type="checkbox"/> AZ	<input type="checkbox"/> AR	<input type="checkbox"/> CA	<input type="checkbox"/> CO	<input type="checkbox"/> CT	<input type="checkbox"/> DE	<input type="checkbox"/> DC	<input type="checkbox"/> FL	<input type="checkbox"/> GA	<input type="checkbox"/> HI	<input type="checkbox"/> ID
<input type="checkbox"/> IL	<input type="checkbox"/> IN	<input type="checkbox"/> IA	<input type="checkbox"/> KS	<input type="checkbox"/> KY	<input type="checkbox"/> LA	<input type="checkbox"/> ME	<input type="checkbox"/> MD	<input type="checkbox"/> MA	<input type="checkbox"/> MI	<input type="checkbox"/> MN	<input type="checkbox"/> MS	<input type="checkbox"/> MO
<input type="checkbox"/> MT	<input type="checkbox"/> NE	<input type="checkbox"/> NV	<input type="checkbox"/> NH	<input type="checkbox"/> NJ	<input type="checkbox"/> NM	<input type="checkbox"/> NY	<input type="checkbox"/> NC	<input type="checkbox"/> ND	<input type="checkbox"/> OH	<input type="checkbox"/> OK	<input type="checkbox"/> OR	<input type="checkbox"/> PA
<input type="checkbox"/> RI	<input type="checkbox"/> SC	<input type="checkbox"/> SD	<input type="checkbox"/> TN	<input type="checkbox"/> TX	<input type="checkbox"/> UT	<input type="checkbox"/> VT	<input type="checkbox"/> VA	<input type="checkbox"/> WA	<input type="checkbox"/> WV	<input type="checkbox"/> WI	<input type="checkbox"/> WY	<input type="checkbox"/> PR

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(Check "All States" or check individual States) All States

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<input type="checkbox"/> IL	<input type="checkbox"/> IN	<input type="checkbox"/> IA	<input type="checkbox"/> KS	<input type="checkbox"/> KY	<input type="checkbox"/> LA	<input type="checkbox"/> ME	<input type="checkbox"/> MD	<input type="checkbox"/> MA	<input type="checkbox"/> MI	<input type="checkbox"/> MN	<input type="checkbox"/> MS	<input type="checkbox"/> MO
<input type="checkbox"/> MT	<input type="checkbox"/> NE	<input type="checkbox"/> NV	<input type="checkbox"/> NH	<input type="checkbox"/> NJ	<input type="checkbox"/> NM	<input type="checkbox"/> NY	<input type="checkbox"/> NC	<input type="checkbox"/> ND	<input type="checkbox"/> OH	<input type="checkbox"/> OK	<input type="checkbox"/> OR	<input type="checkbox"/> PA
<input type="checkbox"/> RI	<input type="checkbox"/> SC	<input type="checkbox"/> SD	<input type="checkbox"/> TN	<input type="checkbox"/> TX	<input type="checkbox"/> UT	<input type="checkbox"/> VT	<input type="checkbox"/> VA	<input type="checkbox"/> WA	<input type="checkbox"/> WV	<input type="checkbox"/> WI	<input type="checkbox"/> WY	<input type="checkbox"/> PR

Full Name (Last name first, if individual)

Business or Residence Address (Number and Street, City, State, Zip Code)

Name of Associated Broker or Dealer

States in Which Person Listed Has Solicited or Intends to Solicit Purchasers

(Check "All States" or check individual States) All States

<input type="checkbox"/> AL	<input type="checkbox"/> AK	<input type="checkbox"/> AZ	<input type="checkbox"/> AR	<input type="checkbox"/> CA	<input type="checkbox"/> CO	<input type="checkbox"/> CT	<input type="checkbox"/> DE	<input type="checkbox"/> DC	<input type="checkbox"/> FL	<input type="checkbox"/> GA	<input type="checkbox"/> HI	<input type="checkbox"/> ID
<input type="checkbox"/> IL	<input type="checkbox"/> IN	<input type="checkbox"/> IA	<input type="checkbox"/> KS	<input type="checkbox"/> KY	<input type="checkbox"/> LA	<input type="checkbox"/> ME	<input type="checkbox"/> MD	<input type="checkbox"/> MA	<input type="checkbox"/> MI	<input type="checkbox"/> MN	<input type="checkbox"/> MS	<input type="checkbox"/> MO
<input type="checkbox"/> MT	<input type="checkbox"/> NE	<input type="checkbox"/> NV	<input type="checkbox"/> NH	<input type="checkbox"/> NJ	<input type="checkbox"/> NM	<input type="checkbox"/> NY	<input type="checkbox"/> NC	<input type="checkbox"/> ND	<input type="checkbox"/> OH	<input type="checkbox"/> OK	<input type="checkbox"/> OR	<input type="checkbox"/> PA
<input type="checkbox"/> RI	<input type="checkbox"/> SC	<input type="checkbox"/> SD	<input type="checkbox"/> TN	<input type="checkbox"/> TX	<input type="checkbox"/> UT	<input type="checkbox"/> VT	<input type="checkbox"/> VA	<input type="checkbox"/> WA	<input type="checkbox"/> WV	<input type="checkbox"/> WI	<input type="checkbox"/> WY	<input type="checkbox"/> PR

(Use blank sheet, or copy and use additional copies of this sheet, as necessary.)

C. OFFERING PRICE, NUMBER OF INVESTORS, EXPENSES AND USE OF PROCEEDS

1. Enter the aggregate offering price of securities included in this offering and the total amount already sold. Enter "0" if the answer is "none" or "zero." If the transaction is an exchange offering, check this box and indicate in the columns below the amounts of the securities offered for exchange and already exchanged.

Type of Security	Aggregate Offering Price	Amount Already Sold
Debt	\$ _____	\$ _____
Equity	\$ 490,000.00	\$ 0.00
	<input checked="" type="checkbox"/> Common <input type="checkbox"/> Preferred	
Convertible Securities (including warrants)	\$ _____	\$ _____
Partnership Interests	\$ _____	\$ _____
Other (Specify _____)	\$ _____	\$ _____
Total	\$ 490,000.00	\$ 0.00

Answer also in Appendix, Column 3, if filing under ULOE.

2. Enter the number of accredited and non-accredited investors who have purchased securities in this offering and the aggregate dollar amounts of their purchases. For offerings under Rule 504, indicate the number of persons who have purchased securities and the aggregate dollar amount of their purchases on the total lines. Enter "0" if answer is "none" or "zero."

	Number Investors	Aggregate Dollar Amount of Purchases
Accredited Investors 0	_____	\$ 0.00
Non-accredited Investors 0	_____	\$ 0.00
Total (for filings under Rule 504 only)	_____	\$ 0.00

Answer also in Appendix, Column 4, if filing under ULOE.

3. If this filing is for an offering under Rule 504 or 505, enter the information requested for all securities sold by the issuer, to date, in offerings of the types indicated, in the twelve (12) months prior to the first sale of securities in this offering. Classify securities by type listed in Part C — Question 1.

Type of Offering	Type of Security	Dollar Amount Sold
Rule 505	_____	\$ _____
Regulation A	_____	\$ _____
Rule 504	STOCK	\$ 490,000.00
Total	_____	\$ 490,000.00

4 a. Furnish a statement of all expenses in connection with the issuance and distribution of the securities in this offering. Exclude amounts relating solely to organization expenses of the insurer. The information may be given as subject to future contingencies. If the amount of an expenditure is not known, furnish an estimate and check the box to the left of the estimate.

Transfer Agent's Fees	<input type="checkbox"/>	\$ 0.00
Printing and Engraving Costs	<input type="checkbox"/>	\$ 100.00
Legal Fees	<input type="checkbox"/>	\$ 14,000.00
Accounting Fees	<input type="checkbox"/>	\$ 2,000.00
Engineering Fees	<input type="checkbox"/>	\$ 0.00
Sales Commissions (specify finders' fees separately)	<input type="checkbox"/>	\$ 0.00
Other Expenses (identify) _____	<input type="checkbox"/>	\$ _____
Total	<input type="checkbox"/>	\$ 16,100.00

C. OFFERING PRICE, NUMBER OF INVESTORS, EXPENSES AND USE OF PROCEEDS

b. Enter the difference between the aggregate offering price given in response to Part C — Question 1 and total expenses furnished in response to Part C — Question 4.a. This difference is the “adjusted gross proceeds to the issuer.”

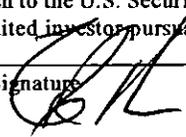
\$ 473,900.00

5. Indicate below the amount of the adjusted gross proceed to the issuer used or proposed to be used for each of the purposes shown. If the amount for any purpose is not known, furnish an estimate and check the box to the left of the estimate. The total of the payments listed must equal the adjusted gross proceeds to the issuer set forth in response to Part C — Question 4.b above.

	Payments to Officers, Directors, & Affiliates	Payments to Others
Salaries and fees	<input type="checkbox"/> \$ <u>200,000.00</u>	<input type="checkbox"/> \$ _____
Purchase of real estate	<input type="checkbox"/> \$ <u>0.00</u>	<input type="checkbox"/> \$ _____
Purchase, rental or leasing and installation of machinery and equipment	<input type="checkbox"/> \$ <u>90,000.00</u>	<input type="checkbox"/> \$ _____
Construction or leasing of plant buildings and facilities	<input type="checkbox"/> \$ <u>0.00</u>	<input type="checkbox"/> \$ _____
Acquisition of other businesses (including the value of securities involved in this offering that may be used in exchange for the assets or securities of another issuer pursuant to a merger)	<input type="checkbox"/> \$ <u>0.00</u>	<input type="checkbox"/> \$ _____
Repayment of indebtedness	<input type="checkbox"/> \$ <u>30,000.00</u>	<input type="checkbox"/> \$ _____
Working capital	<input type="checkbox"/> \$ <u>40,000.00</u>	<input type="checkbox"/> \$ _____
Other (specify): <u>MARKETING</u>	<input type="checkbox"/> \$ <u>60,000.00</u>	<input type="checkbox"/> \$ _____
<u>CONTINGENCY RESERVE</u>	<input type="checkbox"/> \$ <u>70,000.00</u>	<input type="checkbox"/> \$ _____
Column Totals	<input type="checkbox"/> \$ <u>490,000.00</u>	<input type="checkbox"/> \$ <u>0.00</u>
Total Payments Listed (column totals added)	<input type="checkbox"/> \$ <u>490,000.00</u>	

D. FEDERAL SIGNATURE

The issuer has duly caused this notice to be signed by the undersigned duly authorized person. If this notice is filed under Rule 505, the following signature constitutes an undertaking by the issuer to furnish to the U.S. Securities and Exchange Commission, upon written request of its staff, the information furnished by the issuer to any non-accredited investor pursuant to paragraph (b)(2) of Rule 502.

Issuer (Print or Type) SELECTIVE BROADCASTING CORPORATION	Signature 	Date <u>10 Apr 07</u>
Name of Signer (Print or Type) ROBERT HADDOCK	Title of Signer (Print or Type) PRESIDENT	

ATTENTION

Intentional misstatements or omissions of fact constitute federal criminal violations. (See 18 U.S.C. 1001.)

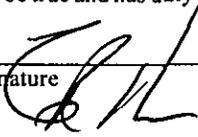
E. STATE SIGNATURE

1. Is any party described in 17 CFR 230.262 presently subject to any of the disqualification provisions of such rule? Yes No

See Appendix, Column 5, for state response.

2. The undersigned issuer hereby undertakes to furnish to any state administrator of any state in which this notice is filed a notice on Form D (17 CFR 239.500) at such times as required by state law.
3. The undersigned issuer hereby undertakes to furnish to the state administrators, upon written request, information furnished by the issuer to offerees.
4. The undersigned issuer represents that the issuer is familiar with the conditions that must be satisfied to be entitled to the Uniform limited Offering Exemption (ULOE) of the state in which this notice is filed and understands that the issuer claiming the availability of this exemption has the burden of establishing that these conditions have been satisfied.

The issuer has read this notification and knows the contents to be true and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person.

Issuer (Print or Type) SELECTIVE BROADCASTING CORPORATION	Signature 	Date 16 Apr 07
Name (Print or Type) ROBERT HADDOCK	Title (Print or Type) PRESIDENT	

Instruction:

Print the name and title of the signing representative under his signature for the state portion of this form. One copy of every notice on Form D must be manually signed. Any copies not manually signed must be photocopies of the manually signed copy or bear typed or printed signatures.

APPENDIX

1 State	2 Intend to sell to non-accredited investors in State (Part B-Item 1)		3 Type of security and aggregate offering price offered in state (Part C-Item 1)	4 Type of investor and amount purchased in State (Part C-Item 2)				5 Disqualification under State ULOE (if yes, attach explanation of waiver granted) (Part E-Item 1)	
	Yes	No		Number of Accredited Investors	Amount	Number of Non-Accredited Investors	Amount	Yes	No
AL									
AK									
AZ									
AR									
CA									
CO									
CT									
DE									
DC									
FL									
GA									
HI									
ID									
IL									
IN									
IA									
KS									
KY									
LA									
ME									
MD									
MA									
MI									
MN									
MS									

APPENDIX

1	2		3	4				5	
	Intend to sell to non-accredited investors in State (Part B-Item 1)			Type of security and aggregate offering price offered in state (Part C-Item 1)	Type of investor and amount purchased in State (Part C-Item 2)				Disqualification under State ULOE (if yes, attach explanation of waiver granted) (Part E-Item 1)
State	Yes	No		Number of Accredited Investors	Amount	Number of Non-Accredited Investors	Amount	Yes	No
MO									
MT									
NE									
NV									
NH									
NJ									
NM									
NY									
NC									
ND									
OH									
OK									
OR									
PA									
RI									
SC									
SD									
TN									
TX									
UT									
VT									
VA									
WA									
WV									
WI									

APPENDIX

1	2		3	4				5	
	Intend to sell to non-accredited investors in State (Part B-Item 1)			Type of security and aggregate offering price offered in state (Part C-Item 1)	Type of investor and amount purchased in State (Part C-Item 2)				Disqualification under State ULOE (if yes, attach explanation of waiver granted) (Part E-Item 1)
State	Yes	No		Number of Accredited Investors	Amount	Number of Non-Accredited Investors	Amount	Yes	No
WY	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>	<input type="checkbox"/>
PR	<input type="checkbox"/>	<input type="checkbox"/>						<input type="checkbox"/>	<input type="checkbox"/>

500,000 Common Shares

SELECTIVE BROADCASTING CORPORATION

Offering price \$1.00 per share

THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK. PURCHASE OF THESE SECURITIES CAN BE CONSIDERED ONLY BY PERSONS WHO CAN AFFORD TO SUSTAIN A TOTAL LOSS OF THEIR INVESTMENT SEE "RISK FACTORS"



The offering price of the shares has been determined arbitrarily by Selective Broadcasting Corporation (the "Company") and bears no direct relation to present assets, book value, shareholder's equity or any other recognized criterion of value. See "Terms of Placement" and "Description of Company's Securities." The Placement is being offered on a "best efforts, as received" basis. There is no minimum-offering amount and the Company will accept subscriptions and apply the proceeds for the benefit of the Company as received from Investors. This Placement will be open for a period of 180 days from the date of this Memorandum and may be extended by the Company for an additional extension period not to exceed 180 days. The Common Shares may be sold only to Accredited Investors (as such term is defined in the Securities Act of 1933, as amended (the "1933 Act") and the rules promulgated thereunder).

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSIONER OF ANY STATE. NEITHER THE COMMISSION NOR ANY STATE SECURITIES COMMISSIONER HAS PASSED ON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

	Price to Offeree	Sales Commission ¹	Proceeds to Company ²
490,000 shares @ \$1.00 per share	\$490,000	\$ 0	\$490,000
Minimum Investment	\$ 5,000.00	\$ 0	\$ 5,000

¹ The company is engaging in self-underwriting and therefore no commissions are to be paid.

² The proceeds to the Company are prior to deducting expenses of the placement payable by the Company estimated at \$20,000. Accordingly, net proceeds to the Company after deducting all expenses and placement commissions should approximate \$300,000.00

THE PURCHASE OF THE COMMON SHARES OFFERED HEREBY ("THE SHARES") INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR PERSONS OF ADEQUATE MEANS WHO HAVE NO NEED FOR LIQUIDITY IN THIS INVESTMENT AND CAN AFFORD TO LOSE THE INVESTMENT IN ITS ENTIRETY. POTENTIAL INVESTORS ARE URGED TO REVIEW CAREFULLY THE SECTION OF THIS MEMORANDUM RELATING TO RISK FACTORS AS SET FORTH IN THE ATTACHED BUSINESS PLAN OF COMPANY FOR A DISCUSSION OF CERTAIN RISKS INVOLVED IN INVESTMENT IN THIS COMPANY.

THE SHARES HAVE NOT BEEN REGISTERED UNDER THE 1933 ACT, THE SECURITIES LAWS OF ANY INDIVIDUAL STATE OR ANY OTHER LAW. THE SHARES WILL BE OFFERED AND SOLD IN RELIANCE ON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE APPLICABLE UNITED STATES SECURITIES LAW (RULE 506 OF REGULATION D). THIS OFFER OF THE SHARES IS BEING MADE ONLY TO ACCREDITED INVESTORS, AS SUCH TERM IS DEFINED UNDER THE 1933 ACT.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED. NO ELIGIBLE PERSON MAY PURCHASE THE SHARES EXCEPT PURSUANT AND SUBJECT TO THE TERMS SET FORTH IN THIS MEMORANDUM. AN INVESTOR MUST BEAR THE ECONOMIC RISK OF THIS INVESTMENT FOR AN INDEFINITE PERIOD UNLESS SUCH INTERESTS ARE REGISTERED OR AN EXEMPTION FROM REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED, IS AVAILABLE. THERE CAN BE NO ASSURANCE THAT SUCH A PUBLIC OFFERING WILL EVER BE CONDUCTED OR AN ACTIVE TRADING MARKET WILL EVER DEVELOP FOR THE SHARES OF THE COMPANY.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE PLACEMENT, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN REVIEWED, RECOMMENDED OR APPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE PERSON TO WHOM IT HAS BEEN SUBMITTED. THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED. NO ELIGIBLE PERSON MAY PURCHASE SHARES HEREUNDER EXCEPT PURSUANT AND SUBJECT TO THE TERMS SET FORTH IN THIS MEMORANDUM.

ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DIVULGENCE OF ANY CONTENTS, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, IS STRICTLY PROHIBITED. ANY SUCH REPRODUCTION, DISTRIBUTION OR DIVULGENCE MAY RESULT IN IRREPARABLE HARM TO THE COMPANY. NO REPRESENTATION OR WARRANTY OF ANY KIND IS INTENDED OR SHOULD BE INFERRED WITH RESPECT TO THE ECONOMIC RETURN, IF ANY, WHICH MAY ACCRUE TO INVESTORS. PROSPECTIVE INVESTORS ARE NOT TO CONSTRUE THE CONTENTS OF THIS MEMORANDUM AS

INVESTMENT, LEGAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT HIS, HER OR ITS OWN ADVISOR CONCERNING HIS, HER OR ITS OWN INVESTMENT IN THE COMPANY.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THE MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED ON AS HAVING BEEN AUTHORIZED BY THE COMPANY. NEITHER DELIVERY OF THIS MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCE CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

IF ANY INVESTOR HAS ANY QUESTION OR DESIRES ADDITIONAL INFORMATION OR DOCUMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS MEMORANDUM, SUCH INVESTOR SHOULD WRITE OR CALL THE PRESIDENT, AMERICAN WIRELESS GAUGE COMPANY, INC., 218 WILLOWBROOK LANE, WEST CHESTER, PENNSYLVANIA 19382. ITS TELEPHONE NUMBER IS (610) 429-5300 AND ITS FACSIMILE NUMBER IS (610) 719-0100. THE PRESIDENT WILL ANSWER SUCH QUESTIONS OR PROVIDE SUCH INFORMATION TO THE EXTENT THAT THE PRESIDENT POSSESSES ANY SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

WHEN USED IN THIS MEMORANDUM AND IN ANY FUTURE ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, THE WORDS OR PHRASES "WILL LIKELY RESULT," "EXPECTS," "INTENDS," "MAY," "WILL CONTINUE," "IS ANTICIPATED," "ESTIMATES," "PLANS," "PROJECTS," AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY "FORWARD LOOKING STATEMENTS." A FORWARD LOOKING STATEMENT IS NOT HISTORICAL FACT AND WHETHER THE STATEMENTS COME TRUE IS SUBJECT TO RISKS AND UNCERTAINTIES. THE ACTUAL RESULTS OR ACTIVITIES OF THE COMPANY WILL LIKELY DIFFER FROM PROJECTED RESULTS OR ACTIVITIES OF THE COMPANY. FORWARD LOOKING STATEMENTS INCLUDE, BUT ARE NOT LIMITED TO, THE PROPOSED BUSINESS PLAN OF THE COMPANY.

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PURCHASE OF SHARES ARE PURSUANT TO AN INITIAL SUBSCRIPTION AGREEMENT AND A SHAREHOLDER AGREEMENT WHICH ARE INCLUDED HEREIN.

**SELECTIVE
BROADCASTING
CORPORATION**

**Business Plan
April 2007**

SELECTIVE BROADCASTING CORPORATION

73 Chestnut Road
Paoli, Pennsylvania 19301

PROPRIETARY AND CONFIDENTIAL INFORMATION

The information presented in this Business Plan was prepared by Selective Broadcasting Corporation ("SBC" or the "Company") and is being furnished by the Company on a confidential basis for use by prospective investors. This information does not constitute an offer to sell, nor a solicitation of an offer to purchase securities.

By accepting delivery of this Business Plan, recipient acknowledges and agrees that: (i) upon request, recipient will return this Business Plan and any copies thereof to the Company at the address listed above; (ii) recipient will not copy, fax, reproduce, divulge, or distribute this Business Plan or any information contained herein, in whole or in part, without the written consent of the Company; (iii) all of the information contained herein shall be treated as proprietary and confidential information of the Company.

Please direct all inquiries to:
George Stasen
Tel: 610-399-3180

SELECTIVE BROADCASTING CORPORATION

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SELECTIVE BROADCASTING CORPORATION

Executive Summary

Selective Broadcasting Corporation ("SBC" or the "Company") is a newly formed enterprise. SBC's patented technology and proprietary application enables access to any radio station or the audio portion of any television broadcast (or web-cast), from any cell phone. Subscribers to the SBC service can listen to any channel, anywhere, any time, and at a reasonable cost, using existing cellular networks.

The four principal business functions of SBC are to provide service, acquire audio content for "cell-casting", acquire subscribers, and perform administrative functions including billing, collection, and customer service. The Company has developed competitive strategies for each.

The market size for SBC's service is conservatively estimated at about 10 million subscribers, or 5% of the approximately 200 million cell phone users in the United States. Worldwide, that number may easily exceed 100,000,000 by 2010.

SBC content is to be acquired from the tens of thousands of broadcast radio or television and satellite or Internet channels that are currently in operation throughout the world. As of June 2004, FCC alone had licensed over 12,000 radio channels to broadcast within United States. In addition, there are thousands of ethnic radio and television channels, which operate on medium powered satellites without requiring a FCC license.

To rapidly capitalize on its technology and accelerate subscriber growth, the company plans to enter into discussions with major cellular network providers, with the aim of jointly developing a new cellular service plan for receiving SBC's service. The incentive for networks such as Verizon Wireless, Cingular and T-Mobile is the substantial incremental revenues that could be realized by these service providers; without any new expenditure towards upgrading their networks.

The company's initial marketing strategy is to focus on affinity and ethnic market segments. They represent about one-third of the company's market. Over time, the company believes that it can also become the delivery medium of choice for groups, regardless of size, who wish to regularly cell-cast to their members. The average monthly recurring charge (MRC) for each subscriber is expected to be about \$25.

At the core of SBC is a management team with extensive experience in developing numerous highly successful enterprises and service businesses.

SELECTIVE BROADCASTING CORPORATION

1. Introduction

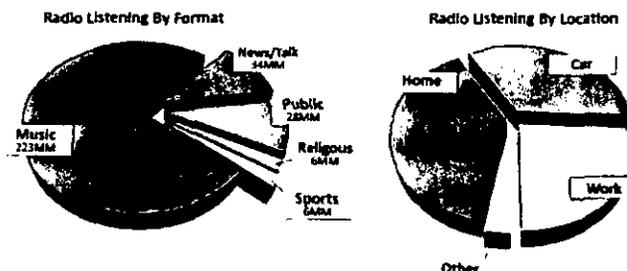
SBC's subscriber-based service enables instant access to many thousands of radio stations, and the audio portion of television and Internet sources which otherwise would not be easily accessible, utilizing a cell phone. This paradigm shifting service is made possible through the company's proprietary technology, which enables SBC to receive and re-broadcast audio content. This means that whether in a car or truck, in a hotel room, or at the office, subscribers will be able to listen to content which otherwise would not have been accessible.

The SBC system is scaleable and powerful enough to accommodate any number of channels. It is particularly ideal for listening to conversational programs such as remote or foreign call-in show or Talk Radio. While the audio quality, especially for non-musical programs is good on cell phones, the company plans to focus on subscribers who would connect their cellular device to their automobile's stereo head unit and listen through the car's sound system. This will result in a significantly improved audio experience.

Some of the easily available automobile-based installation options are as follows:

- If a subscriber's car has a cassette player, an adapter can be provided.
- SBC can provide a FM transmitter made for devices like an iPod.
- Subscribers can purchase an auxiliary audio input adapter that utilizes a headset.
- Blue-tooth offers a car kit that allows for hands free operation and listening.
- GM, Chrysler, Ford and Toyota now install converters and sockets in the dash.

SBC's technology has been vigorously tested throughout the United States for the past twenty-four months, fully demonstrating its total reliability.



SELECTIVE BROADCASTING CORPORATION

2. Market Overview

The market for SBC service is vast but generally may be presented in relation to two axes. One axis represents the attributes of the content. The other represents a subscriber's individual or group identity. SBC plans to market its service in each and every of these segments.

	Individual	Group
Affinity	Yes	Yes
Ethnic	Yes	Yes
Unaffiliated	Yes	Yes

Content Segmentation

Affinity content serves those subscribers who are driven by specific topics such as religion, politics, sports, etc... SBC's system enables this population to easily satisfy the need for staying "connected", on a 24x7 basis.

Ethnic content serves the non-English language markets. While not familiar to many Americans, there are thousands of non-English radio and television channels that currently broadcast over United States, mostly through medium powered satellites.

Unaffiliated content serves all those who are outside the affinity or ethnic markets. This type of content seeker surfs multiple channels in search of whatever may be of interest at that particular moment and selects a channel on impulse.

Subscriber Segmentation

When defined as a "one-to-many" communications system, it is plain to see that organizations or groups may use SBC's service to deliver their content to their audience. Due to its unlimited channel ingestion and turnaround capability, SBC service enables any group or organization to create its own cellular channel to communicate with its members. For example, large corporations can prepare a daily cell-cast for their employees and/or customers or any of their sub-groups. Similarly, any school may create a channel to cell-cast various daily events to parents and/or students. Thus, a group of any size, whether 20 or 2,000,000 may use this service to create a channel of its own for keeping members connected. Over time, the company believes that it can become the delivery platform of choice for this sizeable market.

SELECTIVE BROADCASTING CORPORATION

3. Market Segmentation

Each of the aforementioned market segments represents millions of potential subscribers. SBC's service can be organized to accommodate any or all of these segments. This section deals with subscribers with an "Individual" identity, only.

Affinity Market Segmentation

Of the tens of thousands of radio and television channels, there are over 4,750 in the United States and Canada dedicated to broadcast affinity and ethnic programming. This type of content is characterized by heavy emphasis on a specific theme such as religion, sports, or politics.

According to an article published in The Public Eye Magazine during summer 2003, one study reported that about half of the people in the United States in the year 2000 were adherents of an organized religious belief system.

Top Affinity Markets
Christian & Evangelical Groups
Political Groups & Talk Shows
Sports Enthusiasts
Health Advocates
Environmental Groups
News Agencies
Gay/Lesbian Groups
Financial
TOTAL - 10's of Millions

Each of the above markets represents a large number of potential subscribers. For example, Trinity Broadcasting Network (TBN) currently reaches over 23 million homes. In aggregate, there are over 25 religious television networks that are currently broadcasting throughout United States. A mere 1% signup among this group totals 230,000 subscribers.

Ethnic Market Segmentation

The Ethnic market is comprised of many smaller markets, each with its own language and characteristics. Collectively they represent a huge market for SBC. In recent years this market has demonstrated explosive growth, mostly due to an increasing number of immigrants. According to the U.S. Census, in March 2003, the civilian population in the United States included 33.5 million foreign born, representing 11.7 percent of the U.S. population. Among the foreign born, 53.3 percent were born in Latin America, 25.0 percent in Asia, 13.7 percent in Europe, and the remaining 8.0 percent in other regions of the world.

SELECTIVE BROADCASTING CORPORATION

Many immigrant households have a 30-inch dish and receiver installed at their home to receive satellite programming in their own native language. For example, there are over 20 Iranian television channels on a single satellite. They reach about 500,000 Iranian homes within the continental United States. Of course, there are thousands more ethnic channels on satellite television and the Internet.

Top Ethnic Markets Within United States	
Hispanic – 30 mm	African – 2 mm
Chinese – 3.8 mm	Japanese – 2 mm
Arabic – 3.5 mm	Iranian – 1.5 mm
Korean – 3.2 mm	Armenian – 1.4 mm
Greek – 3.0 mm	Jewish - 1.0 mm
Filipino – 2 mm	Turkish – 1.0 mm
Portuguese – 2 mm	
TOTAL – 56.4 Million	
Extrapolated from U.S. Census 2000 Ancestry Data	

SELECTIVE BROADCASTING CORPORATION

4. Business Strategy

The Company believes that the best business model for launching its technology is a subscriber-based service. The subscribers will pay a monthly recurring fee, and in exchange are granted access to the many tiers of SBC programming. This business model typically produces sufficient cash flow to be largely self-funding; especially as the number of subscribers grow. A subscription-pricing model currently under consideration is as follows:

Basic Tier – Talk Radio, News and Sport	\$14.95/mo
Affinity Tier	+ \$9.95/mo
Ethnic Radio	+ \$9.95/mo
Unlimited	\$49.95/mo

In order to create a large market, SBC plans to offer an unprecedented number of audio channels. The use of cell phones for receiving the audio content means that these channels may be accessed without purchasing any new devices. Additionally, should cellular network providers agree to offer SBC services to their customers, the subscription process becomes highly efficient. Consequently, SBC plans to:

1- Acquire Content From As Many Sources As Practicable

As of June 2004, the FCC had licensed 4,771 AM stations, 6,218 commercial FM stations, and 2,497 educational FM stations. Canada has approximately 2,000 originating radio stations. The Web site radiotime.com boasts links to about 55,000 active stations. In addition, there are hundreds of ethnic TV channels broadcasting over North America.

2- Execute a Service Agreement with Cellular Network Providers

Agreement with various cellular network providers will greatly facilitate the introduction of the service, while maximizing the number of potential subscribers. SBC plans to approach specific major providers and discuss SBC's service as an optional service plan for their respective customers.

3- Operate the business with low operating costs, and to use these lower costs as the basis for offering lower MRC to subscribers.

SBC's approach to executing business operations is driven by two criteria. First, management intends to minimize investment in fixed assets, other than what is required for providing service. This approach reduces the amount of initial capital required and also maximizes the Company's flexibility to deal with change and focuses capital on only those costs that are necessary to start and operate the business. The second criterion is to outsource functions that are not sensitive to relationships with customers or the public in general, and for which there are competitive and capable outside providers. This approach reduces the number of business activities the Company must set up and manage internally, reduces

SELECTIVE BROADCASTING CORPORATION

internal personnel headcount, and provides a natural hedge against the impact of changes in technology. Consequently, the Company's annual personnel requirements are not expected to exceed the following counts:

Total Headcount			
2007	2008	2009	2010
12	30	40	50

4- Rollout of the Service by Region

SBC has the option to rollout its service by individual state or region. For example, in regard to the portion of the affinity markets, which relate to Christian and evangelical groups, the Company may initially focus on Southern states such as Texas, Oklahoma and Arkansas which are within the "Bible Belt". Similarly, for ethnic markets, the Company may initially focus on California and metropolitan Washington D.C., where a higher proportion of immigrants reside.

5- Develop New Technologies

Cellular Group Chat: SBC can enable multiple subscribers to communicate directly with one another in a group setting. The system manages the traffic and queues a variety of requests between participants. This is akin to an Internet chat room, but on a cellular platform.

Targeted Cell-casting: SBC system will allow any one subscriber or a group of subscribers to be targeted for delivery of specific messages. This may be in the form of commercial advertising, or injection of emergency or other types of messages. This means that SBC's cell-casting clients could have the ability to target individual subscribers and customize messages for each, according to a given profile.

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5. Competition

The company's unique concept means that it does not have any direct competitors. SBC's content represents an unprecedented diversity. Its powerful reception and turnaround capabilities mean that it has the power to offer more "hard-to-find" or "hard-to-receive" audio channels to its subscribers than may be available from free-to-air local AM/FM radio channels, cable television providers, and any of the national satellite television providers, and both digital satellite radio providers – COMBINED.

It may be helpful to note that some cellular network providers offer multimedia services that enable downloading of podcasts, music and video clips to certain types of cellular handsets. For example, Verizon's V CAST lets customers download video clips for a price and Sprint Radio provides for streaming of a limited number of channels to a handset. Watching live TV is less common. The live TV service from companies such as MobiTV and mspot typically require use of high-end handsets with built-in multimedia players such as the SprintPCS's Samsung A900; and expensive service plans. Another service provided by UpSnap offers a variety of audio channels, but the company is primarily focused on mobile search technology via Short Message Service (SMS). The recently launched Apple iPhone is yet another example of a cellular multimedia device. Introduction and popularity of these devices are an extremely positive trend for SBC. They all point to devices with increasingly better audio quality, which will help SBC in its efforts to adapt its service to the widest types of audio content.

About Satellite Radio

Satellite radio is about the high audio fidelity that results from its digital format. However, they have limited bandwidth and consequently can only accommodate a limited number of radio channels. Launching a new satellite is extremely expensive, typically costing \$100 million or more. They also require a costly satellite management center and uplink facility. This means that only a limited number of radio broadcasters can afford this platform. This is evident by the fact that XM is limited to 156 channels and Sirius to 134 channels. The following chart offers an overview of the two services:

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XM	Sirius
XM service includes 73 different music channels, 39 news, sports, talk and entertainment channels, 21 regional traffic and weather channels and 23 play-by-play sports channels.	Sirius provides 69 streams (channels) of music and 65 streams of sports, news and entertainment to listeners.
XM-capable receivers cost \$30 – \$400. If opting for the month-to-month plan, service fees are \$12.95 for the first receiver and \$6.99 each for up to four additional receivers on the same account. Subscribers may opt to purchase multi-year packages at a discount	Subscription costs for Sirius range from \$12.95/mo. to \$499.99 for a lifetime subscription (of the receiver, not the subscriber). A \$10 activation fee if activated online (\$15 if activated by phone) is also required
6.89 million (as of July 6, 2006).	5.1 million (as of October 4, 2006)

Digital Satellite Broadcasters

Recently, both XM and Sirius announced an agreement to merge the two companies into one entity, subject to regulatory approval. This is further evidence that the existing satellite radio business model is very capital intensive and low margin, with a limited expansion prospect.

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6. Sales & Marketing

SBC plans to use some of its content providers to market its service. As referenced earlier, the Company believes that affinity and ethnic groups represent the most promising markets during its startup phase. Furthermore, SBC believes that a portion of these listeners who currently can only tune-in through satellite or Internet, also desire to listen to the same programs in their automobile, office, or a place other than their home. As part of its carriage agreement with each broadcaster, the company plans to require insertion of a number of commercial spots, which would serve to introduce SBC and its subscription service. The spots would boast the unprecedented variety of SBC programs accessible through an ordinary cell phone.

The Company also believes that there are certain markets, while not visible today, may manifest once the service is launched. For example, those who may not wish to incur the cost of installing a satellite dish at home, or pay for Internet service, may want to hear the same programs from their cellular device. Another market may be advertisers that choose to use SBC's service as a feature to attract affinity or ethnic car buyers.

Another opportunity for SBC is in connection with groups that may wish to deliver programs to their members. For example, there are numerous religious groups broadcasting through terrestrial radio and TV networks, as well as the Internet and satellite TV. The groups could pay SBC for the use of its servers to cell-cast pre-recorded tapes.

The use of cellular networks for delivery of radio/audio content also removes any existing geographical barriers that may exist today for the smaller station operators. For example, imagine the next Howard Stern working in a small radio station somewhere in America. SBC could be a launching pad for entertainment. SBC will be a direct beneficiary.

SELECTIVE BROADCASTING CORPORATION

7. Operational Plans

One of the pre-requisites for launching SBC's service is formation of a scaleable Network Operations Center (NOC). With a scaleable NOC, the Company will be able to provide and monitor service and respond to a full range of subscriber inquiries. A NOC will serve many purposes, including the followings:

- 1) House the communications backbone for inbound and outbound delivery of service to subscribers
- 2) House SBC's control servers that manage service to subscribers
- 3) Reception and Turnaround of terrestrial and satellite radio, TV channels, as well as Internet stations.

In addition, adjoining areas or floors shall be organized for use by the Administrative, R&D, and Customer Service staff.

Telephony & Audio Turnaround Traffic Management

The Company plans to deploy IP Telephony to deliver its service to its subscribers. This technology provides an added benefit of diminishing per user cost. This means that as the number of subscribers grow the cost of serving each will diminish.

In order to receive and redistribute its audio channels, the Company plans extensive use of fiber optics, multiplexers, network switches, multi-core servers and other devices that can automate its reception and delivery of its service to a large number of subscribers. In addition, the company has designed and plans to order fabrication of custom designed circuit boards, which shall greatly facilitate the management of telephony traffic and selection of channels for its subscribers. Due to their design, these custom circuit boards also enable injection of commercial or other messages into the audio stream of any subscriber.

Subscriber Management

The company plans to internally build the databases necessary to manage its subscribers. However, where feasible the company shall acquire or license related database and transaction processing modules. For example, for subscriptions purchased by credit card, there are proven and reliable transaction processing modules, which are readily available for integration with a variety of database management systems.

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8. Customer Service

Focusing on customer satisfaction and developing strong customer relationships is one of the major cornerstones of SBC's business strategy. SBC will provide support for its subscription services through its customer service program and sub-contractors.

Customer service at SBC will be performed by the Company's employees in the Company's office in accordance with the Company's Customer Service Plan. Employees who perform customer service duties will be carefully selected and well-trained, and will follow strict rules to insure the customer service functions are properly conducted and the customer's rights are protected at all times.

SBC is committed to superior customer service and believes that this starts with having a sound Customer Service Plan followed by excellence in execution. To achieve this, the Company will use the best available tools and will hire experienced personnel who will be highly trained to deal with all possible customer service needs. In addition, the Company will set goals and measure its performance against these goals at every customer interface point, and where appropriate, make changes to continuously improve its performance.

SELECTIVE BROADCASTING CORPORATION

9. Exposure Control

SBC has developed conservative, low risk business strategies for all facets of its business and provided for cost-effective measures and financial projections to cover exposures it cannot completely eliminate. The Company's subscriber growth rate depends two factors:

1- Rate at Which Audio Channels are Added

SBC is confident that it will not have any difficulties in acquiring a "cell-cast" license from those broadcasters that it will invite to join. However, it is very possible, due to unforeseen events or regulations that problems will occur.

As an adjunct to this topic, it is important to note that a license is required to legally re-broadcast television & radio content that is already being broadcast as "Free Over the Air". This type of broadcast is free as the name implies, but only under very narrow circumstances of use. It generally applies only to content that is received and used for personal enjoyment.

In absence of a license, the re-broadcast to the public of a primary transmission is actionable as an act of infringement under section 501 of Title 17 of the USC and is fully subject to the remedies provided by sections 502 through 506 and 509. This includes broadcasts, which are delivered to the general public as "Free Over the Air" (without charge). In such instances, people have the right to enjoy the content for their personal use, but not the rights to further distribute the content or otherwise exercise control over it for financial gain. To legally rebroadcast the content or otherwise use it for financial gain, a license is required.

2- Service Agreement with Cellular Network Providers

Sale of SBC's service by cellular network providers to their customers will greatly contribute to the rapid expansion of the Company. In absence of any such Agreements, the Company's growth will potentially become significantly slower than anticipated. Should SBC fail to reach such Agreements, the Company will strive to grow organically, and shall expand its internally managed sales and marketing activities. In addition, Sprint/Nextel and T-Mobile, already have unlimited incoming plans which will enable customers of these providers to access SBC's service without any additional usage cost.

SELECTIVE BROADCASTING CORPORATION

10. Funding Requirements

SBC has been self funded since its founding. However, in order to expand the core business and establish itself as a premier service provider, the management team is raising capital.

Use of Funds – Stage I
Research & Development
Sales & Marketing
Operations

Use of Funds- Stage II:
Buildup of a Network Operations Center
Sales & Marketing
Ongoing operations and maintenance
Hiring of additional staff

SBC is offering equity positions to investors and significant partners who have an interest in participating in this new enterprise.

11. Management Team

Farid Soulier – Chief Technology Officer

Farid Soulier, founder of SBC, is a successful serial entrepreneur, executive, scientist, and inventor. Prior to forming SBC, Mr. Soulier served as Senior Vice President of Engineering for a prominent engineering firm where he developed products for the blind and visually impaired and other medical applications including a computer-controlled, electromechanical device for detecting and mapping breast tumors. Mr. Soulier operated a research and development firm for seven years, winning first prize for innovations in rehabilitation medicine.

Mr. Soulier is a recognized expert in electronics, mechanical devices, computers, and communications. He has 27 patents either issued or pending. He earned his BS Degree in electronics, and holds an MS Degree in electronics and an MS Degree in mechanical engineering. Mr. Soulier speaks four languages.

Robert Haddock – President

Robert Haddock - serves as the President of Selective Broadcasting Corporation, where he is responsible for administration and marketing. Selective Broadcasting Corporation is a subscription service company that utilizes patented cellular technology to access radio stations and the audio portion of television broadcasts from throughout the world.

From 2003 to 2006 he served as President of American Wireless Solutions, Inc., where he was responsible for administration and marketing. AWS is a technology development company that produces remote wireless metering and monitoring solutions for the propane, petroleum and water industries.

Mr. Haddock was formerly the President of Brandywine Corporate Development, Inc. BCDI partnered with client organizations to improve their bottom line performance. Many companies realized a substantial impact on their bottom line in as little as six months.

Mr. Haddock's personal experience includes over 30 years in consulting, sales and marketing.

Mr. Haddock is an adjunct professor of Marketing and Entrepreneurship at both the graduate and undergraduate schools at Wilmington College. He also serves as a member of the Board of Directors for Goodwill Industries of Delaware and Delaware County and was a member of the Board of Directors for the New Castle County Chamber of Commerce. He was also appointed to the Executive Committee as Vice Chair for Sales and Marketing in 2002.

Mr. Haddock served as an Infantry officer with the 82nd Airborne Division from 1967 to 1969. He was decorated with multiple awards for heroism and meritorious service for action in Vietnam.

Bob Haddock received a BS degree in Business Administration from the University of Delaware in 1971 and an MBA degree from Widener University in 1975.

GEORGE P. STASEN – Chairman of the Board of Directors

George P. Stasen has served as a director and/or advisor to government units, foundations, mutual funds, investment companies, private companies and public corporations. He has structured and provided financing and investment guidance to major corporations, investment companies, developing enterprises and municipalities.

Mr. Stasen is cofounder and partner of Mentor Capital Partners, Ltd., a Philadelphia based venture Capital firm established in 1993. He also co-founded and served as a general partner of Mentor Special Situation Fund, L.P. a highly successful venture capital fund. Prior to returning to the Philadelphia area, Mr. Stasen was Chief Operating Officer / Chief Investment Officer from 1987 of the Rushmore Group of Bethesda, Maryland a diversified financial services firm engaged in the management of mutual funds, institutional money management, financial advisory services and securities brokerage. From 1984 to 1987, Mr. Stasen was President and Director of American & European Investment Corporation, an international institutional investment advisor, with headquarters in Washington, D.C.

He has also so been a lecturer on investment and economic trends throughout the United States and Europe.

Mr. Stasen earned his BS from Drexel University with a concentration in Economics and was subsequently awarded a fellowship and earned an MBA from Drexel University with concentration in Economics, Finance and Management.

500,000 Common Shares

SELECTIVE BROADCASTING CORPORATION

Offering price \$1.00 per share

**THESE SECURITIES INVOLVE A HIGH DEGREE OF RISK.
PURCHASE OF THESE SECURITIES CAN BE CONSIDERED
ONLY BY PERSONS WHO CAN AFFORD TO SUSTAIN A
TOTAL LOSS OF THEIR INVESTMENT
SEE "RISK FACTORS"**

The offering price of the shares has been determined arbitrarily by Selective Broadcasting Corporation (the "Company") and bears no direct relation to present assets, book value, shareholder's equity or any other recognized criterion of value. See "Terms of Placement" and "Description of Company's Securities." The Placement is being offered on a "best efforts, as received" basis. There is no minimum-offering amount and the Company will accept subscriptions and apply the proceeds for the benefit of the Company as received from investors. This Placement will be open for a period of 180 days from the date of this Memorandum and may be extended by the Company for an additional extension period not to exceed 180 days. The Common Shares may be sold only to Accredited Investors (as such term is defined in the Securities Act of 1933, as amended (the "1933 Act") and the rules promulgated thereunder).

**THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE
SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISS-
SIONER OF ANY STATE. NEITHER THE COMMISSION NOR ANY STATE
SECURITIES COMMISSIONER HAS PASSED ON THE ACCURACY OR
ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION
TO THE CONTRARY IS A CRIMINAL OFFENSE.**

	Price to Offeree	Sales Commission ¹	Proceeds to Company ²
490,000 shares @ \$1.00 per share	\$490,000	\$ 0	\$490,000
Minimum Investment	\$ 5,000.00	\$ 0	\$ 5,000

¹ The company is engaging in self-underwriting and therefore no commissions are to be paid.

² The proceeds to the Company are prior to deducting expenses of the placement payable by the Company estimated at \$20,000. Accordingly, net proceeds to the Company after deducting all expenses and placement commissions should approximate \$300,000.00

THE PURCHASE OF THE COMMON SHARES OFFERED HEREBY ("THE SHARES") INVOLVES A HIGH DEGREE OF RISK AND IS SUITABLE ONLY FOR PERSONS OF ADEQUATE MEANS WHO HAVE NO NEED FOR LIQUIDITY IN THIS INVESTMENT AND CAN AFFORD TO LOSE THE INVESTMENT IN ITS ENTIRETY. POTENTIAL INVESTORS ARE URGED TO REVIEW CAREFULLY THE SECTION OF THIS MEMORANDUM RELATING TO RISK FACTORS AS SET FORTH IN THE ATTACHED BUSINESS PLAN OF COMPANY FOR A DISCUSSION OF CERTAIN RISKS INVOLVED IN INVESTMENT IN THIS COMPANY.

THE SHARES HAVE NOT BEEN REGISTERED UNDER THE 1933 ACT, THE SECURITIES LAWS OF ANY INDIVIDUAL STATE OR ANY OTHER LAW. THE SHARES WILL BE OFFERED AND SOLD IN RELIANCE ON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE APPLICABLE UNITED STATES SECURITIES LAW (RULE 506 OF REGULATION D). THIS OFFER OF THE SHARES IS BEING MADE ONLY TO ACCREDITED INVESTORS, AS SUCH TERM IS DEFINED UNDER THE 1933 ACT.

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IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY AND THE TERMS OF THE PLACEMENT, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN REVIEWED, RECOMMENDED OR APPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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INVESTMENT, LEGAL OR TAX ADVICE. EACH INVESTOR SHOULD CONSULT HIS, HER OR ITS OWN ADVISOR CONCERNING HIS, HER OR ITS OWN INVESTMENT IN THE COMPANY.

NO PERSON IS AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THOSE CONTAINED IN THE MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATION MUST NOT BE RELIED ON AS HAVING BEEN AUTHORIZED BY THE COMPANY. NEITHER DELIVERY OF THIS MEMORANDUM NOR ANY SALE MADE HEREUNDER SHALL UNDER ANY CIRCUMSTANCE CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO ITS DATE.

IF ANY INVESTOR HAS ANY QUESTION OR DESIRES ADDITIONAL INFORMATION OR DOCUMENTS TO VERIFY OR SUPPLEMENT THE INFORMATION CONTAINED IN THIS MEMORANDUM, SUCH INVESTOR SHOULD WRITE OR CALL THE PRESIDENT, AMERICAN WIRELESS GAUGE COMPANY, INC., 218 WILLOWBROOK LANE, WEST CHESTER, PENNSYLVANIA 19382. ITS TELEPHONE NUMBER IS (610) 429-5300 AND ITS FACSIMILE NUMBER IS (610) 719-0100. THE PRESIDENT WILL ANSWER SUCH QUESTIONS OR PROVIDE SUCH INFORMATION TO THE EXTENT THAT THE PRESIDENT POSSESSES ANY SUCH INFORMATION OR CAN ACQUIRE IT WITHOUT UNREASONABLE EFFORT OR EXPENSE.

WHEN USED IN THIS MEMORANDUM AND IN ANY FUTURE ORAL OR WRITTEN STATEMENTS MADE BY THE COMPANY, THE WORDS OR PHRASES "WILL LIKELY RESULT," "EXPECTS," "INTENDS," "MAY," "WILL CONTINUE," "IS ANTICIPATED," "ESTIMATES," "PLANS," "PROJECTS," AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY "FORWARD LOOKING STATEMENTS." A FORWARD LOOKING STATEMENT IS NOT HISTORICAL FACT AND WHETHER THE STATEMENTS COME TRUE IS SUBJECT TO RISKS AND UNCERTAINTIES. THE ACTUAL RESULTS OR ACTIVITIES OF THE COMPANY WILL LIKELY DIFFER FROM PROJECTED RESULTS OR ACTIVITIES OF THE COMPANY. FORWARD LOOKING STATEMENTS INCLUDE, BUT ARE NOT LIMITED TO, THE PROPOSED BUSINESS PLAN OF THE COMPANY.

IN LIGHT OF THE SIGNIFICANT UNCERTAINTIES INHERENT IN FORWARD LOOKING STATEMENTS, THE INCLUSION OF ANY SUCH STATEMENT SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE COMPANY OR ANY OTHER PERSON THAT THE OBJECTIVES OR PLANS OF THE COMPANY WILL BE ACHIEVED OR THAT THE COMPANY WILL EVER OBTAIN SIGNIFICANT REVENUE OR PROFITABILITY. THE COMPANY DISCLAIMS ANY INTENT OR OBLIGATION TO UPDATE PUBLICLY THE FORWARD LOOKING STATEMENTS CONTAINED IN THIS MEMORANDUM, WHETHER AS A RESULT OF NEW INFORMATION, FUTURE EVENTS, OR OTHERWISE, EXCEPT AS REQUIRED BY APPLICABLE LAW.

PURCHASE OF SHARES ARE PURSUANT TO AN INITIAL SUBSCRIPTION AGREEMENT AND A SHAREHOLDER AGREEMENT WHICH ARE INCLUDED HEREIN.

**SELECTIVE
BROADCASTING
CORPORATION**

**Business Plan
April 2007**

SELECTIVE BROADCASTING CORPORATION

**73 Chestnut Road
Paoli, Pennsylvania 19301**

PROPRIETARY AND CONFIDENTIAL INFORMATION

The information presented in this Business Plan was prepared by Selective Broadcasting Corporation ("SBC" or the "Company") and is being furnished by the Company on a confidential basis for use by prospective investors. This information does not constitute an offer to sell, nor a solicitation of an offer to purchase securities.

By accepting delivery of this Business Plan, recipient acknowledges and agrees that: (i) upon request, recipient will return this Business Plan and any copies thereof to the Company at the address listed above; (ii) recipient will not copy, fax, reproduce, divulge, or distribute this Business Plan or any information contained herein, in whole or in part, without the written consent of the Company; (iii) all of the information contained herein shall be treated as proprietary and confidential information of the Company.

Please direct all inquiries to:
George Stasen
Tel: 610-399-3180

SELECTIVE BROADCASTING CORPORATION

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SELECTIVE BROADCASTING CORPORATION

Executive Summary

Selective Broadcasting Corporation (“SBC” or the “Company”) is a newly formed enterprise. SBC’s patented technology and proprietary application enables access to any radio station or the audio portion of any television broadcast (or web-cast), from any cell phone. Subscribers to the SBC service can listen to any channel, anywhere, any time, and at a reasonable cost; using existing cellular networks.

The four principal business functions of SBC are to provide service, acquire audio content for “cell-casting”, acquire subscribers, and perform administrative functions including billing, collection, and customer service. The Company has developed competitive strategies for each.

The market size for SBC’s service is conservatively estimated at about 10 million subscribers, or 5% of the approximately 200 million cell phone users in the United States. Worldwide, that number may easily exceed 100,000,000 by 2010.

SBC content is to be acquired from the tens of thousands of broadcast radio or television and satellite or Internet channels that are currently in operation throughout the world. As of June 2004, FCC alone had licensed over 12,000 radio channels to broadcast within United States. In addition, there are thousands of ethnic radio and television channels, which operate on medium powered satellites without requiring a FCC license.

To rapidly capitalize on its technology and accelerate subscriber growth, the company plans to enter into discussions with major cellular network providers, with the aim of jointly developing a new cellular service plan for receiving SBC’s service. The incentive for networks such as Verizon Wireless, Cingular and T-Mobile is the substantial incremental revenues that could be realized by these service providers; without any new expenditure towards upgrading their networks.

The company’s initial marketing strategy is to focus on affinity and ethnic market segments. They represent about one-third of the company’s market. Over time, the company believes that it can also become the delivery medium of choice for groups, regardless of size, who wish to regularly cell-cast to their members. The average monthly recurring charge (MRC) for each subscriber is expected to be about \$25.

At the core of SBC is a management team with extensive experience in developing numerous highly successful enterprises and service businesses.

SELECTIVE BROADCASTING CORPORATION

1. Introduction

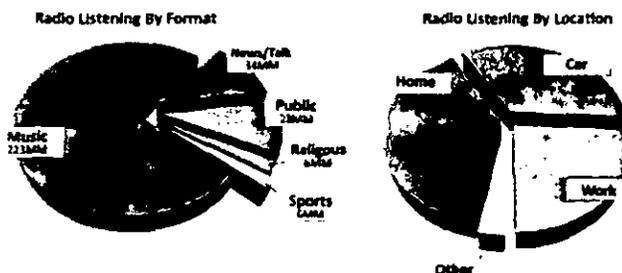
SBC's subscriber-based service enables instant access to many thousands of radio stations, and the audio portion of television and Internet sources which otherwise would not be easily accessible, utilizing a cell phone. This paradigm shifting service is made possible through the company's proprietary technology, which enables SBC to receive and re-broadcast audio content. This means that whether in a car or truck, in a hotel room, or at the office, subscribers will be able to listen to content which otherwise would not have been accessible.

The SBC system is scaleable and powerful enough to accommodate any number of channels. It is particularly ideal for listening to conversational programs such as remote or foreign call-in show or Talk Radio. While the audio quality, especially for non-musical programs is good on cell phones, the company plans to focus on subscribers who would connect their cellular device to their automobile's stereo head unit and listen through the car's sound system. This will result in a significantly improved audio experience.

Some of the easily available automobile-based installation options are as follows:

- If a subscriber's car has a cassette player, an adapter can be provided.
- SBC can provide a FM transmitter made for devices like an iPod.
- Subscribers can purchase an auxiliary audio input adapter that utilizes a headset.
- Blue-tooth offers a car kit that allows for hands free operation and listening.
- GM, Chrysler, Ford and Toyota now install converters and sockets in the dash.

SBC's technology has been vigorously tested throughout the United States for the past twenty-four months, fully demonstrating its total reliability.



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2. Market Overview

The market for SBC service is vast but generally may be presented in relation to two axes. One axis represents the attributes of the content. The other represents a subscriber's individual or group identity. SBC plans to market its service in each and every of these segments.

	Individual	Group
Affinity	Yes	Yes
Ethnic	Yes	Yes
Unaffiliated	Yes	Yes

Content Segmentation

Affinity content serves those subscribers who are driven by specific topics such as religion, politics, sports, etc... SBC's system enables this population to easily satisfy the need for staying "connected", on a 24x7 basis.

Ethnic content serves the non-English language markets. While not familiar to many Americans, there are thousands of non-English radio and television channels that currently broadcast over United States, mostly through medium powered satellites.

Unaffiliated content serves all those who are outside the affinity or ethnic markets. This type of content seeker surfs multiple channels in search of whatever may be of interest at that particular moment and selects a channel on impulse.

Subscriber Segmentation

When defined as a "one-to-many" communications system, it is plain to see that organizations or groups may use SBC's service to deliver their content to their audience. Due to its unlimited channel ingestion and turnaround capability, SBC service enables any group or organization to create its own cellular channel to communicate with its members. For example, large corporations can prepare a daily cell-cast for their employees and/or customers or any of their sub-groups. Similarly, any school may create a channel to cell-cast various daily events to parents and/or students. Thus, a group of any size, whether 20 or 2,000,000 may use this service to create a channel of its own for keeping members connected. Over time, the company believes that it can become the delivery platform of choice for this sizeable market.

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3. Market Segmentation

Each of the aforementioned market segments represents millions of potential subscribers. SBC's service can be organized to accommodate any or all of these segments. This section deals with subscribers with an "Individual" identity, only.

Affinity Market Segmentation

Of the tens of thousands of radio and television channels, there are over 4,750 in the United States and Canada dedicated to broadcast affinity and ethnic programming. This type of content is characterized by heavy emphasis on a specific theme such as religion, sports, or politics.

According to an article published in The Public Eye Magazine during summer 2003, one study reported that about half of the people in the United States in the year 2000 were adherents of an organized religious belief system.

Top Affinity Markets
Christian & Evangelical Groups
Political Groups & Talk Shows
Sports Enthusiasts
Health Advocates
Environmental Groups
News Agencies
Gay/Lesbian Groups
Financial
TOTAL – 10's of Millions

Each of the above markets represents a large number of potential subscribers. For example, Trinity Broadcasting Network (TBN) currently reaches over 23 million homes. In aggregate, there are over 25 religious television networks that are currently broadcasting throughout United States. A mere 1% signup among this group totals 230,000 subscribers.

Ethnic Market Segmentation

The Ethnic market is comprised of many smaller markets, each with its own language and characteristics. Collectively they represent a huge market for SBC. In recent years this market has demonstrated explosive growth, mostly due to an increasing number of immigrants. According to the U.S. Census, in March 2003, the civilian population in the United States included 33.5 million foreign born, representing 11.7 percent of the U.S. population. Among the foreign born, 53.3 percent were born in Latin America, 25.0 percent in Asia, 13.7 percent in Europe, and the remaining 8.0 percent in other regions of the world.

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Many immigrant households have a 30-inch dish and receiver installed at their home to receive satellite programming in their own native language. For example, there are over 20 Iranian television channels on a single satellite. They reach about 500,000 Iranian homes within the continental United States. Of course, there are thousands more ethnic channels on satellite television and the Internet.

Top Ethnic Markets Within United States	
Hispanic – 30 mm	African – 2 mm
Chinese – 3.8 mm	Japanese – 2 mm
Arabic – 3.5 mm	Iranian – 1.5 mm
Korean – 3.2 mm	Armenian – 1.4 mm
Greek – 3.0 mm	Jewish - 1.0 mm
Filipino – 2 mm	Turkish – 1.0 mm
Portuguese – 2 mm	
TOTAL – 56.4 Million	
Extrapolated from U.S. Census 2000 Ancestry Data	

SELECTIVE BROADCASTING CORPORATION

4. Business Strategy

The Company believes that the best business model for launching its technology is a subscriber-based service. The subscribers will pay a monthly recurring fee, and in exchange are granted access to the many tiers of SBC programming. This business model typically produces sufficient cash flow to be largely self-funding; especially as the number of subscribers grow. A subscription-pricing model currently under consideration is as follows:

Basic Tier – Talk Radio, News and Sport	\$14.95/mo
Affinity Tier	+ \$9.95/mo
Ethnic Radio	+ \$9.95/mo
Unlimited	\$49.95/mo

In order to create a large market, SBC plans to offer an unprecedented number of audio channels. The use of cell phones for receiving the audio content means that these channels may be accessed without purchasing any new devices. Additionally, should cellular network providers agree to offer SBC services to their customers, the subscription process becomes highly efficient. Consequently, SBC plans to:

1- Acquire Content From As Many Sources As Practicable

As of June 2004, the FCC had licensed 4,771 AM stations, 6,218 commercial FM stations, and 2,497 educational FM stations. Canada has approximately 2,000 originating radio stations. The Web site radiotime.com boasts links to about 55,000 active stations. In addition, there are hundreds of ethnic TV channels broadcasting over North America.

2- Execute a Service Agreement with Cellular Network Providers

Agreement with various cellular network providers will greatly facilitate the introduction of the service, while maximizing the number of potential subscribers. SBC plans to approach specific major providers and discuss SBC's service as an optional service plan for their respective customers.

3- Operate the business with low operating costs, and to use these lower costs as the basis for offering lower MRC to subscribers.

SBC's approach to executing business operations is driven by two criteria. First, management intends to minimize investment in fixed assets, other than what is required for providing service. This approach reduces the amount of initial capital required and also maximizes the Company's flexibility to deal with change and focuses capital on only those costs that are necessary to start and operate the business. The second criterion is to outsource functions that are not sensitive to relationships with customers or the public in general, and for which there are competitive and capable outside providers. This approach reduces the number of business activities the Company must set up and manage internally, reduces

SELECTIVE BROADCASTING CORPORATION

internal personnel headcount, and provides a natural hedge against the impact of changes in technology. Consequently, the Company's annual personnel requirements are not expected to exceed the following counts:

Total Headcount			
2007	2008	2009	2010
12	30	40	50

4- Rollout of the Service by Region

SBC has the option to rollout its service by individual state or region. For example, in regard to the portion of the affinity markets, which relate to Christian and evangelical groups, the Company may initially focus on Southern states such as Texas, Oklahoma and Arkansas which are within the "Bible Belt". Similarly, for ethnic markets, the Company may initially focus on California and metropolitan Washington D.C., where a higher proportion of immigrants reside.

5- Develop New Technologies

Cellular Group Chat: SBC can enable multiple subscribers to communicate directly with one another in a group setting. The system manages the traffic and queues a variety of requests between participants. This is akin to an Internet chat room, but on a cellular platform.

Targeted Cell-casting: SBC system will allow any one subscriber or a group of subscribers to be targeted for delivery of specific messages. This may be in the form of commercial advertising, or injection of emergency or other types of messages. This means that SBC's cell-casting clients could have the ability to target individual subscribers and customize messages for each, according to a given profile.

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5. Competition

The company's unique concept means that it does not have any direct competitors. SBC's content represents an unprecedented diversity. Its powerful reception and turnaround capabilities mean that it has the power to offer more "hard-to-find" or "hard-to-receive" audio channels to its subscribers than may be available from free-to-air local AM/FM radio channels, cable television providers, and any of the national satellite television providers, and both digital satellite radio providers – COMBINED.

It may be helpful to note that some cellular network providers offer multimedia services that enable downloading of podcasts, music and video clips to certain types of cellular handsets. For example, Verizon's V CAST lets customers download video clips for a price and Sprint Radio provides for streaming of a limited number of channels to a handset. Watching live TV is less common. The live TV service from companies such as MobiTV and mspot typically require use of high-end handsets with built-in multimedia players such as the SprintPCS's Samsung A900; and expensive service plans. Another service provided by UpSnap offers a variety of audio channels, but the company is primarily focused on mobile search technology via Short Message Service (SMS). The recently launched Apple iPhone is yet another example of a cellular multimedia device. Introduction and popularity of these devices are an extremely positive trend for SBC. They all point to devices with increasingly better audio quality, which will help SBC in its efforts to adapt its service to the widest types of audio content.

About Satellite Radio

Satellite radio is about the high audio fidelity that results from its digital format. However, they have limited bandwidth and consequently can only accommodate a limited number of radio channels. Launching a new satellite is extremely expensive, typically costing \$100 million or more. They also require a costly satellite management center and uplink facility. This means that only a limited number of radio broadcasters can afford this platform. This is evident by the fact that XM is limited to 156 channels and Sirius to 134 channels. The following chart offers an overview of the two services:

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XM	Sirius
XM service includes 73 different music channels, 39 news, sports, talk and entertainment channels, 21 regional traffic and weather channels and 23 play-by-play sports channels.	Sirius provides 69 streams (channels) of music and 65 streams of sports, news and entertainment to listeners.
XM-capable receivers cost \$30 – \$400. If opting for the month-to-month plan, service fees are \$12.95 for the first receiver and \$6.99 each for up to four additional receivers on the same account. Subscribers may opt to purchase multi-year packages at a discount	Subscription costs for Sirius range from \$12.95/mo. to \$499.99 for a lifetime subscription (of the receiver, not the subscriber). A \$10 activation fee if activated online (\$15 if activated by phone) is also required
6.89 million (as of July 6, 2006).	5.1 million (as of October 4, 2006)

Digital Satellite Broadcasters

Recently, both XM and Sirius announced an agreement to merge the two companies into one entity, subject to regulatory approval. This is further evidence that the existing satellite radio business model is very capital intensive and low margin, with a limited expansion prospect.

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6. Sales & Marketing

SBC plans to use some of its content providers to market its service. As referenced earlier, the Company believes that affinity and ethnic groups represent the most promising markets during its startup phase. Furthermore, SBC believes that a portion of these listeners who currently can only tune-in through satellite or Internet, also desire to listen to the same programs in their automobile, office, or a place other than their home. As part of its carriage agreement with each broadcaster, the company plans to require insertion of a number of commercial spots, which would serve to introduce SBC and its subscription service. The spots would boast the unprecedented variety of SBC programs accessible through an ordinary cell phone.

The Company also believes that there are certain markets, while not visible today, may manifest once the service is launched. For example, those who may not wish to incur the cost of installing a satellite dish at home, or pay for Internet service, may want to hear the same programs from their cellular device. Another market may be advertisers that choose to use SBC's service as a feature to attract affinity or ethnic car buyers.

Another opportunity for SBC is in connection with groups that may wish to deliver programs to their members. For example, there are numerous religious groups broadcasting through terrestrial radio and TV networks, as well as the Internet and satellite TV. The groups could pay SBC for the use of its servers to cell-cast pre-recorded tapes.

The use of cellular networks for delivery of radio/audio content also removes any existing geographical barriers that may exist today for the smaller station operators. For example, imagine the next Howard Stern working in a small radio station somewhere in America. SBC could be a launching pad for entertainment. SBC will be a direct beneficiary.

SELECTIVE BROADCASTING CORPORATION

7. Operational Plans

One of the pre-requisites for launching SBC's service is formation of a scaleable Network Operations Center (NOC). With a scaleable NOC, the Company will be able to provide and monitor service and respond to a full range of subscriber inquiries. A NOC will serve many purposes, including the followings:

- 1) House the communications backbone for inbound and outbound delivery of service to subscribers
- 2) House SBC's control servers that manage service to subscribers
- 3) Reception and Turnaround of terrestrial and satellite radio, TV channels, as well as Internet stations.

In addition, adjoining areas or floors shall be organized for use by the Administrative, R&D, and Customer Service staff.

Telephony & Audio Turnaround Traffic Management

The Company plans to deploy IP Telephony to deliver its service to its subscribers. This technology provides an added benefit of diminishing per user cost. This means that as the number of subscribers grow the cost of serving each will diminish.

In order to receive and redistribute its audio channels, the Company plans extensive use of fiber optics, multiplexers, network switches, multi-core servers and other devices that can automate its reception and delivery of its service to a large number of subscribers. In addition, the company has designed and plans to order fabrication of custom designed circuit boards, which shall greatly facilitate the management of telephony traffic and selection of channels for its subscribers. Due to their design, these custom circuit boards also enable injection of commercial or other messages into the audio stream of any subscriber.

Subscriber Management

The company plans to internally build the databases necessary to manage its subscribers. However, where feasible the company shall acquire or license related database and transaction processing modules. For example, for subscriptions purchased by credit card, there are proven and reliable transaction processing modules, which are readily available for integration with a variety of database management systems.

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8. Customer Service

Focusing on customer satisfaction and developing strong customer relationships is one of the major cornerstones of SBC's business strategy. SBC will provide support for its subscription services through its customer service program and sub-contractors.

Customer service at SBC will be performed by the Company's employees in the Company's office in accordance with the Company's Customer Service Plan. Employees who perform customer service duties will be carefully selected and well-trained, and will follow strict rules to insure the customer service functions are properly conducted and the customer's rights are protected at all times.

SBC is committed to superior customer service and believes that this starts with having a sound Customer Service Plan followed by excellence in execution. To achieve this, the Company will use the best available tools and will hire experienced personnel who will be highly trained to deal with all possible customer service needs. In addition, the Company will set goals and measure its performance against these goals at every customer interface point, and where appropriate, make changes to continuously improve its performance.

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9. Exposure Control

SBC has developed conservative, low risk business strategies for all facets of its business and provided for cost-effective measures and financial projections to cover exposures it cannot completely eliminate. The Company's subscriber growth rate depends two factors:

1- Rate at Which Audio Channels are Added

SBC is confident that it will not have any difficulties in acquiring a "cell-cast" license from those broadcasters that it will invite to join. However, it is very possible, due to unforeseen events or regulations that problems will occur.

As an adjunct to this topic, it is important to note that a license is required to legally re-broadcast television & radio content that is already being broadcast as "Free Over the Air". This type of broadcast is free as the name implies, but only under very narrow circumstances of use. It generally applies only to content that is received and used for personal enjoyment.

In absence of a license, the re-broadcast to the public of a primary transmission is actionable as an act of infringement under section 501 of Title 17 of the USC and is fully subject to the remedies provided by sections 502 through 506 and 509. This includes broadcasts, which are delivered to the general public as "Free Over the Air" (without charge). In such instances, people have the right to enjoy the content for their personal use, but not the rights to further distribute the content or otherwise exercise control over it for financial gain. To legally rebroadcast the content or otherwise use it for financial gain, a license is required.

2- Service Agreement with Cellular Network Providers

Sale of SBC's service by cellular network providers to their customers will greatly contribute to the rapid expansion of the Company. In absence of any such Agreements, the Company's growth will potentially become significantly slower than anticipated. Should SBC fail to reach such Agreements, the Company will strive to grow organically, and shall expand its internally managed sales and marketing activities. In addition, Sprint/Nextel and T-Mobile, already have unlimited incoming plans which will enable customers of these providers to access SBC's service without any additional usage cost.

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10. Funding Requirements

SBC has been self funded since its founding. However, in order to expand the core business and establish itself as a premier service provider, the management team is raising capital.

Use of Funds – Stage I
Research & Development
Sales & Marketing
Operations

Use of Funds- Stage II:
Buildup of a Network Operations Center
Sales & Marketing
Ongoing operations and maintenance
Hiring of additional staff

SBC is offering equity positions to investors and significant partners who have an interest in participating in this new enterprise.

11. Management Team

Farid Soulier – Chief Technology Officer

Farid Soulier, founder of SBC, is a successful serial entrepreneur, executive, scientist, and inventor. Prior to forming SBC, Mr. Soulier served as Senior Vice President of Engineering for a prominent engineering firm where he developed products for the blind and visually impaired and other medical applications including a computer-controlled, electromechanical device for detecting and mapping breast tumors. Mr. Soulier operated a research and development firm for seven years, winning first prize for innovations in rehabilitation medicine.

Mr. Soulier is a recognized expert in electronics, mechanical devices, computers, and communications. He has 27 patents either issued or pending. He earned his BS Degree in electronics, and holds an MS Degree in electronics and an MS Degree in mechanical engineering. Mr. Soulier speaks four languages.

Robert Haddock – President

Robert Haddock - serves as the President of Selective Broadcasting Corporation, where he is responsible for administration and marketing. Selective Broadcasting Corporation is a subscription service company that utilizes patented cellular technology to access radio stations and the audio portion of television broadcasts from throughout the world.

From 2003 to 2006 he served as President of American Wireless Solutions, Inc., where he was responsible for administration and marketing. AWS is a technology development company that produces remote wireless metering and monitoring solutions for the propane, petroleum and water industries.

Mr. Haddock was formerly the President of Brandywine Corporate Development, Inc. BCDI partnered with client organizations to improve their bottom line performance. Many companies realized a substantial impact on their bottom line in as little as six months.

Mr. Haddock's personal experience includes over 30 years in consulting, sales and marketing.

Mr. Haddock is an adjunct professor of Marketing and Entrepreneurship at both the graduate and undergraduate schools at Wilmington College. He also serves as a member of the Board of Directors for Goodwill Industries of Delaware and Delaware County and was a member of the Board of Directors for the New Castle County Chamber of Commerce. He was also appointed to the Executive Committee as Vice Chair for Sales and Marketing in 2002.

Mr. Haddock served as an Infantry officer with the 82nd Airborne Division from 1967 to 1969. He was decorated with multiple awards for heroism and meritorious service for action in Vietnam.

Bob Haddock received a BS degree in Business Administration from the University of Delaware in 1971 and an MBA degree from Widener University in 1975.

GEORGE P. STASEN – Chairman of the Board of Directors

George P. Stasen has served as a director and/or advisor to government units, foundations, mutual funds, investment companies, private companies and public corporations. He has structured and provided financing and investment guidance to major corporations, investment companies, developing enterprises and municipalities.

Mr. Stasen is cofounder and partner of Mentor Capital Partners, Ltd., a Philadelphia based venture Capital firm established in 1993. He also co-founded and served as a general partner of Mentor Special Situation Fund, L.P. a highly successful venture capital fund. Prior to returning to the Philadelphia area, Mr. Stasen was Chief Operating Officer / Chief Investment Officer from 1987 of the Rushmore Group of Bethesda, Maryland a diversified financial services firm engaged in the management of mutual funds, institutional money management, financial advisory services and securities brokerage. From 1984 to 1987, Mr. Stasen was President and Director of American & European Investment Corporation, an international institutional investment advisor, with headquarters in Washington, D.C.

He has also so been a lecturer on investment and economic trends throughout the United States and Europe.

Mr. Stasen earned his BS from Drexel University with a concentration in Economics and was subsequently awarded a fellowship and earned an MBA from Drexel University with concentration in Economics, Finance and Management.

SELECTIVE BROADCASTING CORPORATION SHAREHOLDER AGREEMENT

STATE OF PENNSYLVANIA

COUNTY OF MONTGOMERY

THIS AGREEMENT is made and entered into this 15th day of March, 2007, by and between **(SELECTIVE BROADCASTING CORPORATION)**, a Delaware Corporation, whose principal offices are located at 73 Chestnut Drive, Paoli, PA 19301, and the individuals and entities whose names and addresses are listed on Exhibit A attached and made a part hereof, all of whom are shareholders of the Corporation.

The parties have agreed that to promote the good conduct of the Corporation and avoid the difficulties that might result from the passing of shares to outsiders; it is desirable to make this Agreement concerning the conduct of the Corporation and restrictions upon the transfer of its shares;

In consideration of the promises herein made to one another, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. No shares shall be voluntarily sold, pledged, hypothecated, or otherwise transferred or permitted to be transferred in any manner or by any means whatsoever except as follows:

(a) Any shareholder intending to transfer any shares shall first offer such shares for sale at the Purchase Value as hereinafter defined to the Corporation for a period of thirty (30) days, and then, to the extent such offer is rejected or not accepted by the Corporation within that period, such shares have been offered for sale at the Purchase Value for a period of ten (10) days to all other shareholders in proportion to the number of such shares held by them. Each such offer shall be in writing and shall specify the number of shares being offered, the name and address of each person to whom such shares are proposed to be transferred, and the price per share and other terms upon which each such transfer is intended to be made; and each such offer may be accepted by the offeree in whole or in part at any time during the continuance of the offer. If any shares are not purchased pursuant to the aforesaid offers, the Offeror shall for a period of ninety (90) days thereafter be free to transfer such shares to the person or

person so named at the price per share and upon the other terms so named; provided that any such transferee of those shares shall thereafter be bound by all of the provisions of this Agreement.

(b) While, the company is a private corporation, the transfer or sale of shares cannot take place if the new owner is:

(1) An individual that has been found guilty of securities fraud or other inappropriate business activity;

(2) A competitor;

(3) A Hedge Fund or Private Equity Fund – unless approved by the Board of directors and the Executive Committee (Souluer, Haddock and Stasen); however the Board of Directors can waive this restriction by written resolution.

(c) If the Company is a public corporation there shall be a "no dump" clause in addition to any SEC restriction. The "no dump" clause will restrict management and board members that have restricted or non-restricted stock from selling or transferring more than 5% of their stock per month based upon their "high mark" holdings.

The Board of Directors can make exceptions to the aforementioned action

2. (a) Upon the happening of any of the events enumerated below, the Corporation shall purchase at Purchase Value as hereinafter defined all of the shares of the shareholder so affected:

(i) If any shareholder shall be adjudged incompetent or a general guardian or guardian of his estate shall be appointed for him by any court; or

(ii) If any shareholder makes any assignment for the benefit of creditors or applies for the appointment of a trustee, a liquidator, or a receiver, or commences any proceeding related to himself under any bankruptcy or arrangement of similar law; or if any such application is filed or proceedings commenced against the shareholder and the shareholder consents thereto or an order is entered allowing such application and remains in effect for sixty (60) days; or

(iii) If the shares of any shareholder are purported to be transferred involuntarily, including, without limitation, any purported transfer by or pursuant to bankruptcy, attachment, divorce, equitable distribution, or operation of law; or (iv) If any shareholder shall die.

(b) This duty to purchase or retire shall apply to all, but not less than all of the shares, and shall be exercised by the Corporation by serving written notice upon such shareholder or such shareholder's legal representative within thirty (30) days after the Corporation receives notice of the occurrence of such event or the qualification of such legal representative, whichever is later.

3. (a) Purchase Value as used herein shall mean the Purchase Value of the shares of the Corporation established by a certificate of agreed value signed by a majority of the Board of Directors, to include the Executive Committee as previously defined and filed with the Corporation. If, at any time when it becomes necessary to determine Purchase Value of the shares of the Corporation, a certificate of agreed value is in existence and such certificate of agreed value is dated less than two (2) years before the date as of which the Purchase Value is to be determined, then the agreed value set forth in such certificate shall be conclusive as to the Purchase Value and shall be accepted as the Purchase Value as of the date on which Purchase Value is to be determined, and no accountant's determination of book value shall be required or made. In no event shall a certificate of agreed value be effective unless signed by all the shareholders. The shareholders may at any time execute a new certificate of agreed value which shall automatically replace all prior certificates of agreed value and in no event shall any but the last certificate of agreed value be effective, if at all, for the purpose herein specified.

(b) In the event there is no certificate of agreed value or in the event the same is more than two (2) years old, then, and in that event, Purchase Value shall mean book value of the shares of the Corporation.

Book value of the shares of the Corporation shall mean as determined by the accountant or accounting firm then servicing the Corporation, and such determination when made, certified, and delivered to the Corporation shall be binding upon the Corporation and upon all parties bound by the terms of the Agreement. Such determination shall be made in accordance with sound accounting practice and the following shall be observed: (i) No allowance of any kind shall be made for goodwill, trade name, or any similar intangible asset. (ii) All accounts payable shall be taken at the face amount, less discounts, and all

accounts receivable shall be taken at the face amount thereof, less discounts to the customers and a reasonable reserve for bad debts. (iii) All machinery, fixtures, and equipment shall be taken at the valuation appearing on the books of the Corporation. (iv) Inventory of merchandise and supplies shall be computed at cost or market value, whichever is lower. (v) All unpaid and accrued taxes shall be deducted as liabilities.

4. (a) Whenever under this Agreement the Corporation or the shareholders exercise any option or right to redeem or purchase shares of any shareholder, the Purchase Value shall be paid immediately upon the receipt by the Corporation of the proceeds of any insurance on the life of a deceased shareholder owned by and payable to the Corporation, to the extent of such proceeds.

(b) Whenever under this Agreement the Corporation or the shareholders exercise any option or right to redeem or purchase shares of any shareholder, the Purchase Value shall be paid to the shareholder in cash, 25% percent within thirty (30) days of the exercise of any such right or option and the balance in installments as follows: as agreed by Farid Souluer and one other officer.

5. (a) If, under the terms of this Agreement, the shares of the shareholders are purchased or retired, such shareholder, or the legal representative of such shareholder, shall execute and deliver all necessary documents that may be reasonably required for accomplishing a complete transfer of such shares for the purpose of the purchase transaction. Notwithstanding the above, Shareholder hereunder shall not, during the term hereof sell, pledge, transfer, hypothecate or assign his or her interest in the shares, except as otherwise specified in this agreement.

(b) Every transferee of restricted shares that are transferred in accordance with the provisions of this Agreement shall be deemed a shareholder and be bound by all of the provisions of this Agreement. Any purported or attempted transfer of restricted shares that does not comply with the provisions of this Agreement shall be null and void and the purported transferee shall not be deemed to be a shareholder of the Corporation and shall not be entitled to receive a stock certificate or any dividends or other distributions on or with respect to such restricted shares. For the purposes of this Agreement, a purported transfer of shares that causes such shares to be subject to an option under Paragraph 1 shall be deemed to comply with the provisions of this Agreement only after the expiration of such option.

6. The provisions of Paragraph 1 shall not apply to the bona fide, good faith pledge of any shares as collateral for a loan, but the provisions of Paragraph 1 shall apply to any attempted sale or other disposition of shares under any such pledge (whether by foreclosure, consent, public or private sale, or otherwise).

7. This Agreement shall terminate and all rights and obligations hereunder shall cease upon the happening of any one of the following events:

(a) The adjudication of the Corporation as bankrupt, the execution by it of any assignment for the benefit of creditors, or the appointment of a receiver for the Corporation;

(b) The voluntary or involuntary dissolution of the Corporation;

(c) By a written Agreement signed by all the shareholders to terminate this Agreement.

8. The certificates for shares subject to this Agreement shall be surrendered to the Corporation and endorsed as follows:

"The shares represented by this certificate are subject to and are transferable only on compliance with a Shareholders Agreement dated the 15th day of March, 2007, among shareholders, a copy of which is on file in the office of the Secretary of the Corporation."

9. Whenever under this Agreement notice is required to be given, it shall be given in writing served in person or by registered mail, return receipt requested, and it shall be deemed to have been given upon personal delivery or on the date notice is posted.

10. This Agreement embodies the entire representations, Agreements and conditions in relation to the subject matter hereof and no representations, understandings or Agreements, oral or otherwise, in relation thereto exist between the parties except as herein expressly set forth. The Agreement may not be amended or terminated orally but only as expressly provided herein or by an instrument in writing duly executed by a majority of the Board of Directors, to include the Executive Committee.

11. This Agreement and the various rights and obligations arising hereunder shall inure only to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

12. The invalidity or unenforceability of any term or provision of this Agreement or the non-application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

13. Whenever in this Agreement any pronoun is used in reference to any shareholder, purchaser or other person or entity, natural or otherwise, the singular shall include the plural, and the masculine shall include the feminine or the neuter, as required by context.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and place first above mentioned.

SELECTIVE BROADCASTING CORPORATION,

By: 

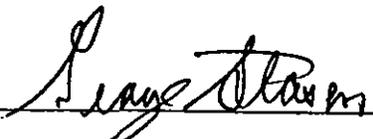
ROBERT HADDOCK - PRESIDENT

DATE: 15 MAR 07



Farid Soulier (V.P. - CTO)

DATE: 15 Mar 07



George Stasen (Director)

DATE: 3 /15 /07

SELECTIVE BROADCASTING CORPORATION SHAREHOLDER AGREEMENT

STATE OF PENNSYLVANIA

COUNTY OF MONTGOMERY

THIS AGREEMENT is made and entered into this 15th day of March, 2007, by and between **(SELECTIVE BROADCASTING CORPORATION)**, a Delaware Corporation, whose principal offices are located at 73 Chestnut Drive, Paoli, PA 19301, and the individuals and entities whose names and addresses are listed on Exhibit A attached and made a part hereof, all of whom are shareholders of the Corporation.

The parties have agreed that to promote the good conduct of the Corporation and avoid the difficulties that might result from the passing of shares to outsiders; it is desirable to make this Agreement concerning the conduct of the Corporation and restrictions upon the transfer of its shares;

In consideration of the promises herein made to one another, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. No shares shall be voluntarily sold, pledged, hypothecated, or otherwise transferred or permitted to be transferred in any manner or by any means whatsoever except as follows:

(a) Any shareholder intending to transfer any shares shall first offer such shares for sale at the Purchase Value as hereinafter defined to the Corporation for a period of thirty (30) days, and then, to the extent such offer is rejected or not accepted by the Corporation within that period, such shares have been offered for sale at the Purchase Value for a period of ten (10) days to all other shareholders in proportion to the number of such shares held by them. Each such offer shall be in writing and shall specify the number of shares being offered, the name and address of each person to whom such shares are proposed to be transferred, and the price per share and other terms upon which each such transfer is intended to be made; and each such offer may be accepted by the offeree in whole or in part at any time during the continuance of the offer. If any shares are not purchased pursuant to the aforesaid offers, the Offeror shall for a period of ninety (90) days thereafter be free to transfer such shares to the person or

person so named at the price per share and upon the other terms so named; provided that any such transferee of those shares shall thereafter be bound by all of the provisions of this Agreement.

(b) While, the company is a private corporation, the transfer or sale of shares cannot take place if the new owner is:

(1) An individual that has been found guilty of securities fraud or other inappropriate business activity;

(2) A competitor;

(3) A Hedge Fund or Private Equity Fund – unless approved by the Board of directors and the Executive Committee (Souluer, Haddock and Stasen); however the Board of Directors can waive this restriction by written resolution.

(c) If the Company is a public corporation there shall be a “no dump” clause in addition to any SEC restriction. The “no dump” clause will restrict management and board members that have restricted or non-restricted stock from selling or transferring more than 5% of their stock per month based upon their “high mark” holdings.

The Board of Directors can make exceptions to the aforementioned action

2. (a) Upon the happening of any of the events enumerated below, the Corporation shall purchase at Purchase Value as hereinafter defined all of the shares of the shareholder so affected:

(i) If any shareholder shall be adjudged incompetent or a general guardian or guardian of his estate shall be appointed for him by any court; or

(ii) If any shareholder makes any assignment for the benefit of creditors or applies for the appointment of a trustee, a liquidator, or a receiver, or commences any proceeding related to himself under any bankruptcy or arrangement of similar law; or if any such application is filed or proceedings commenced against the shareholder and the shareholder consents thereto or an order is entered allowing such application and remains in effect for sixty (60) days; or

(iii) If the shares of any shareholder are purported to be transferred involuntarily, including, without limitation, any purported transfer by or pursuant to bankruptcy, attachment, divorce, equitable distribution, or operation of law; or (iv) If any shareholder shall die.

(b) This duty to purchase or retire shall apply to all, but not less than all of the shares, and shall be exercised by the Corporation by serving written notice upon such shareholder or such shareholder's legal representative within thirty (30) days after the Corporation receives notice of the occurrence of such event or the qualification of such legal representative, whichever is later.

3. (a) Purchase Value as used herein shall mean the Purchase Value of the shares of the Corporation established by a certificate of agreed value signed by a majority of the Board of Directors, to include the Executive Committee as previously defined and filed with the Corporation. If, at any time when it becomes necessary to determine Purchase Value of the shares of the Corporation, a certificate of agreed value is in existence and such certificate of agreed value is dated less than two (2) years before the date as of which the Purchase Value is to be determined, then the agreed value set forth in such certificate shall be conclusive as to the Purchase Value and shall be accepted as the Purchase Value as of the date on which Purchase Value is to be determined, and no accountant's determination of book value shall be required or made. In no event shall a certificate of agreed value be effective unless signed by all the shareholders. The shareholders may at any time execute a new certificate of agreed value which shall automatically replace all prior certificates of agreed value and in no event shall any but the last certificate of agreed value be effective, if at all, for the purpose herein specified.

(b) In the event there is no certificate of agreed value or in the event the same is more than two (2) years old, then, and in that event, Purchase Value shall mean book value of the shares of the Corporation.

Book value of the shares of the Corporation shall mean as determined by the accountant or accounting firm then servicing the Corporation, and such determination when made, certified, and delivered to the Corporation shall be binding upon the Corporation and upon all parties bound by the terms of the Agreement. Such determination shall be made in accordance with sound accounting practice and the following shall be observed: (i) No allowance of any kind shall be made for goodwill, trade name, or any similar intangible asset. (ii) All accounts payable shall be taken at the face amount, less discounts, and all

accounts receivable shall be taken at the face amount thereof, less discounts to the customers and a reasonable reserve for bad debts. (iii) All machinery, fixtures, and equipment shall be taken at the valuation appearing on the books of the Corporation. (iv) Inventory of merchandise and supplies shall be computed at cost or market value, whichever is lower. (v) All unpaid and accrued taxes shall be deducted as liabilities.

4. (a) Whenever under this Agreement the Corporation or the shareholders exercise any option or right to redeem or purchase shares of any shareholder, the Purchase Value shall be paid immediately upon the receipt by the Corporation of the proceeds of any insurance on the life of a deceased shareholder owned by and payable to the Corporation, to the extent of such proceeds.

(b) Whenever under this Agreement the Corporation or the shareholders exercise any option or right to redeem or purchase shares of any shareholder, the Purchase Value shall be paid to the shareholder in cash, 25% percent within thirty (30) days of the exercise of any such right or option and the balance in installments as follows: as agreed by Farid Souluer and one other officer.

5. (a) If, under the terms of this Agreement, the shares of the shareholders are purchased or retired, such shareholder, or the legal representative of such shareholder, shall execute and deliver all necessary documents that may be reasonably required for accomplishing a complete transfer of such shares for the purpose of the purchase transaction. Notwithstanding the above, Shareholder hereunder shall not, during the term hereof sell, pledge, transfer, hypothecate or assign his or her interest in the shares, except as otherwise specified in this agreement.

(b) Every transferee of restricted shares that are transferred in accordance with the provisions of this Agreement shall be deemed a shareholder and be bound by all of the provisions of this Agreement. Any purported or attempted transfer of restricted shares that does not comply with the provisions of this Agreement shall be null and void and the purported transferee shall not be deemed to be a shareholder of the Corporation and shall not be entitled to receive a stock certificate or any dividends or other distributions on or with respect to such restricted shares. For the purposes of this Agreement, a purported transfer of shares that causes such shares to be subject to an option under Paragraph 1 shall be deemed to comply with the provisions of this Agreement only after the expiration of such option.

6. The provisions of Paragraph 1 shall not apply to the bona fide, good faith pledge of any shares as collateral for a loan, but the provisions of Paragraph 1 shall apply to any attempted sale or other disposition of shares under any such pledge (whether by foreclosure, consent, public or private sale, or otherwise).

7. This Agreement shall terminate and all rights and obligations hereunder shall cease upon the happening of any one of the following events:

(a) The adjudication of the Corporation as bankrupt, the execution by it of any assignment for the benefit of creditors, or the appointment of a receiver for the Corporation;

(b) The voluntary or involuntary dissolution of the Corporation;

(c) By a written Agreement signed by all the shareholders to terminate this Agreement.

8. The certificates for shares subject to this Agreement shall be surrendered to the Corporation and endorsed as follows:

"The shares represented by this certificate are subject to and are transferable only on compliance with a Shareholders Agreement dated the 15th day of March, 2007, among shareholders, a copy of which is on file in the office of the Secretary of the Corporation."

9. Whenever under this Agreement notice is required to be given, it shall be given in writing served in person or by registered mail, return receipt requested, and it shall be deemed to have been given upon personal delivery or on the date notice is posted.

10. This Agreement embodies the entire representations, Agreements and conditions in relation to the subject matter hereof and no representations, understandings or Agreements, oral or otherwise, in relation thereto exist between the parties except as herein expressly set forth. The Agreement may not be amended or terminated orally but only as expressly provided herein or by an instrument in writing duly executed by a majority of the Board of Directors, to include the Executive Committee.

11. This Agreement and the various rights and obligations arising hereunder shall inure only to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

12. The invalidity or unenforceability of any term or provision of this Agreement or the non-application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.

13. Whenever in this Agreement any pronoun is used in reference to any shareholder, purchaser or other person or entity, natural or otherwise, the singular shall include the plural, and the masculine shall include the feminine or the neuter, as required by context.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and place first above mentioned.

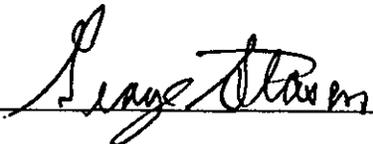
SELECTIVE BROADCASTING CORPORATION,

By: 
_____ **ROBERT HADDOCK - PRESIDENT**

DATE: 15 MAR 07


_____ **Farid Soulier (V.P. - CTO)**

DATE: 15 Mar 07


_____ **George Stasen (Director)**

DATE: 3 /15 /07

LIMITED OFFERING SUBSCRIPTION AGREEMENT

SELECTIVE BROADCASTING CORPORATION
73 CHESTNUT ROAD
PAOLI, PA

Dear Sirs:

Reference is made to the Confidential Private Offering Memorandum dated March 15, 2007, with respect to the offering of Common Stock ("Common Stock") by Selective Broadcasting Corporation (the "Company"). The confidential Private Offering Memorandum, together with the Shareholders Agreement, dated March 15, 2007, and any supplements thereto delivered to the undersigned, all of which are incorporated herein by reference and are part of this agreement herein and are referred to as the "Memorandum."

The undersigned subscribing investor (the "Investor") hereby agrees as follows:

1. *Subscription for the Shares.*

a) The Investor hereby subscribes for and agrees to purchase _____ shares of Common Stock of Selective Broadcasting Corporation (the "Shares"), and has enclosed herewith his or her check for the total purchase price of _____, being \$1.00 per share or has previously delivered a check.

b) The Investor acknowledges and agrees that he or she is not entitled to cancel, terminate, or revoke this subscription or any agreements of the Investor hereunder, except as set forth in the Memorandum, and such subscription shall survive (i) changes in the information described in the Memorandum that, in the aggregate, are not material or that are contemplated by the Memorandum and (ii) the death or disability of the Investor; provided, however, that if the Company shall not have accepted this subscription, all agreements of the Investor hereunder shall be cancelled and this Agreement will be returned to the Investor together with all monies paid herewith.

2. *Restriction on Transferability.*

IN ADDITION TO RESTRICTIONS ON TRANSFERABILITY DESCRIBED IN SECTION 5(C), THE INVESTOR AGREES THAT HE OR SHE SHALL ALSO NOT SELL, PLEDGE, TRANSFER, HYPOTHECATE, OR ASSIGN HIS OR HER INTEREST IN THE SHARES EXCEPT AS ALSO SET FORTH IN THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED SHAREHOLDERS AGREEMENT DATED MARCH 15, 2007, WHICH IS INCORPORATED HEREIN BY REFERENCE AFTER THE DATE OF EFFECTIVENESS OF A REGISTRATION STATEMENT FILED WITH THE INITIAL SECURITIES AND EXCHANGE COMMISSIONS IN CONNECTION WITH A PRIVATE OFFERING, AS DEFINED IN THE MEMORANDUM. THESE RESTRICTIONS SHALL OBLIGATE ALL SUCCESSORS IN INTEREST TO THE SHARES PURCHASED HEREBY. CERTIFICATES

REPRESENTING THE SHARES SHALL BEAR A LEGEND EVIDENCING THIS RESTRICTION.

3. *Certain Acknowledgments and Agreements of the Investor.*

The Investor understands and acknowledges the following”

(a) The subscription for the Shares contained herein may be accepted or rejected, in whole or in part, by the Company in its sole and absolute discretion.

(b) Except as provided under applicable state securities laws, this subscription is and shall be irrevocable, except that the Investor shall have no obligations hereunder if this subscription is for any reason rejected or the Offering is for any reason canceled.

(c) No federal or state authority has made any finding or determination as to the fairness of an investment in the Shares and no federal or state authority has recommended or endorsed or will recommend or endorse this Offering.

(d) The Investor has received and read this notice of his or her right to withdraw, under certain circumstances, his or her subscription for Shares hereunder. Such Investor further represents that he or she understands that, in accepting an offer made pursuant to the Memorandum to purchase securities in this Offering, the Investor may elect, within two business days after the Company is in receipt of the written binding contract of purchase to withdraw from the Subscription Agreement and receive a full refund of all monies paid for the Shares. Such withdrawal will be without liability of the Investor to the Company. To accomplish this withdrawal, the Investor need only send a letter or a telegram to the Company (Attention: President) indicating his or her intention to withdraw. If the Investor is sending a letter or telegram, such letter or telegram should be sent and postmarked prior to the end of the aforesaid second business day. If a letter is sent, it is precedent to send it by registered or certified mail, return receipt requested, to ensure that it is received and also to evidence the date on which it is mailed. If the Investor orally makes the request to withdraw, the Investor should ask for written confirmation that the request has been received.

Investor also agrees that he or she will not sell any of the Shares acquired in this Offering within 12 months from the date of purchase except in accordance with the requirements of the Pennsylvania Securities Act of 1972, as amended, as well as the 1933 Act.

4. *Certain Additional Representations and Warranties of the Investor.*

The Investor understands that the Shares are being sold in reliance on the exemptions provided in the 1933 Act and Regulation D there under for transactions not involving any public offering, and the Investor, for the Investor and for the Investor's heirs, personal representatives, successors, and assigns, makes the following representation, declarations and warranties with the intent that the same may be relied upon in determining the suitability of the undersigned as a purchaser of Shares.

and warranties with the intent that the same may be relied upon in determining the suitability of the undersigned as a purchaser of Shares.

(a) THE INVESTOR HAS RECEIVED, READ CAREFULLY, AND UNDERSTANDS THE MEMORANDUM AND HAS HAD AN ADEQUATE OPPORTUNITY TO CONSULT HIS OR HER OWN ATTORNEY, ACCOUNTANT, OR INVESTMENT ADVISOR WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE INVESTOR, ANY SPECIFIC ACKNOWLEDGEMENT SET FORTH BELOW WITH RESPECT TO ANY STATEMENT CONTAINED IN THE MEMORANDUM SHALL NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.

(b) The Company has made and will make available to the Investor and his or her representative, if any, prior to the purchase of any of the Shares, the opportunity to ask questions of and receive answers from representatives of the Company concerning the terms and conditions of the Offering described in the Memorandum, and to obtain any additional information necessary to verify the information contained in the Memorandum or otherwise relative to the financial data and business of the Company, to the extent that such parties possess such information or can acquire it without unreasonable effort or expense, and all such questions, if asked, have been answered satisfactorily and all such documents, if examined, have been found to be fully satisfactory.

(c) The Investor understands and acknowledges that (i) the Investor must bear the economic risk of an investment in the Securities for an indefinite period of time; (ii) the Shares have not been registered under the 1933 Act or any state securities laws and are being offered and sold in reliance on exemptions provided in the 1933 Act and state securities laws for transactions not involving any public offering and, therefore, cannot be resold or transferred unless they are subsequently registered under the 1933 Act and applicable state securities laws or unless an exemption from such registration is available; (iii) the Investor is purchasing the Shares, and any purchase of the Shares will be, for investment purposes only for the account of the Investor and not with any view toward a distribution thereof; (iv) the Investor has no contract, undertaking, agreement, or arrangement with any person to sell, transfer, or pledge to such person or anyone else any of the Shares and the Investor has no present plans to enter into any such contract, undertaking, agreement, or arrangement; (v) the Investor agrees not to resell or otherwise dispose of all or any part of the Shares unless the intended disposition is permissible under and does not violate the 1933 Act, any state securities laws or rules or regulations thereunder; (vi) there is not now nor is there any assurance that a public market for the Shares will ever develop; (vii) the Company does not have any obligation or intention to register the Shares for sale under the 1933 Act or under any state securities laws or of supplying the information that may be necessary to enable the Investor to sell the Shares; and (viii) Rule 144 under the 1933 Act may not be available as a basis for the exemption from registration of any Shares.

(d) The Investor is aware and acknowledges that (i) an investment in the Shares is speculative and involves a risk of loss of the entire investment and no assurance can be

given of any income from such investment; (ii) he or she has read and understands the "Risk Factors" set forth in the Memorandum; and (iii) there is no public market for, and there are substantial restrictions on the transferability of, the Shares and it may not be possible for the Investor to liquidate the investment readily in case of any emergency.

(e) The Investor has adequate means of providing for all current and foreseeable needs and personal contingencies and has no need for liquidity in this investment.

(f) The Investor has evaluated the risk of investing in the Shares, and has determined that the Shares are a suitable investment for the Investor. The Investor can bear the economic risk of the investment and can afford a complete loss of the investment. In evaluation the suitability of an investment in the Shares, the Investor has not relied on any representations or other information (whether oral or written) other than as set forth in the Memorandum and independent investigations made by the Investor or representative(s) of the Investor.

(g) The aggregate amount of the investments of the Investor in, and commitments to, all investments that are illiquid is reasonable in relation to the Investor's net worth.

(h) The Investor maintains a domicile or business at the address shown on the signature page of this Subscription Agreement, at which address the Investor has subscribed for the Shares.

5. *Indemnification.*

The Investor recognizes that the sale of the Shares to the Investor is being made in reliance upon his or her representations and warranties set forth in Paragraph's 4 and 5, the acknowledgments and agreements set forth in Paragraph 4, above, and the information set forth in his or her Purchaser Questionnaire; and hereby agrees to indemnify the Selective Broadcasting Corporation, and their controlling persons (within the meaning of that term in Section 15 of the 1933 Act) for, and to hold each of them and their advisors harmless against, all liability, costs, or expenses (including reasonable attorneys' fees) arising as a result of the sale or distribution of the Shares by the Investor in violation of the 1933 Act or any other applicable law.

In addition, the Investor agrees to indemnify the Selective Broadcasting Corporation, their controlling persons and advisors, and to hold such persons and firms harmless from and against any and all loss, damage, liability, or expense, including costs and reasonable attorneys' fees, to which they may be put or which they may incur by reason of or in connection with any misrepresentation made by the Investor with respect to the matters about which representations and warranties are required by the terms of this Subscription Agreement, or any breach of any such representations and warranties or any failure to fulfill any covenants or agreements set forth herein.

6. *General.*

This Subscription Agreement (i) shall be binding on the Investor and the heirs, personal representatives, successors, and assigns of the Investor; (ii) shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania without reference to any principles of conflict of laws (except insofar as affected by the state securities or "blue sky" law of the jurisdiction in which the Offering has been made to the Investor); and (iii) shall survive the purchase of the Shares by the Investor.

IN WITNESS WHEREOF, the undersigned Investor has executed this Subscription Agreement.

Selective Broadcasting
Corporation ("Company")

BY: _____

Date: _____

Subscriber Name(s)

SS#:

Subscriber Signature(s)

Address

Telephone No.

Fax No.

E-Mail

LIMITED OFFERING SUBSCRIPTION AGREEMENT

**SELECTIVE BROADCASTING CORPORATION
73 CHESTNUT ROAD
PAOLI, PA**

Dear Sirs:

Reference is made to the Confidential Private Offering Memorandum dated March 15, 2007, with respect to the offering of Common Stock ("Common Stock") by Selective Broadcasting Corporation (the "Company"). The confidential Private Offering Memorandum, together with the Shareholders Agreement, dated March 15, 2007, and any supplements thereto delivered to the undersigned, all of which are incorporated herein by reference and are part of this agreement herein and are referred to as the "Memorandum."

The undersigned subscribing investor (the "Investor") hereby agrees as follows:

1. *Subscription for the Shares.*

a) The Investor hereby subscribes for and agrees to purchase _____ shares of Common Stock of Selective Broadcasting Corporation (the "Shares"), and has enclosed herewith his or her check for the total purchase price of _____, being \$1.00 per share or has previously delivered a check.

b) The Investor acknowledges and agrees that he or she is not entitled to cancel, terminate, or revoke this subscription or any agreements of the Investor hereunder, except as set forth in the Memorandum, and such subscription shall survive (i) changes in the information described in the Memorandum that, in the aggregate, are not material or that are contemplated by the Memorandum and (ii) the death or disability of the Investor; provided, however, that if the Company shall not have accepted this subscription, all agreements of the Investor hereunder shall be cancelled and this Agreement will be returned to the Investor together with all monies paid herewith.

2. *Restriction on Transferability.*

IN ADDITION TO RESTRICTIONS ON TRANSFERABILITY DESCRIBED IN SECTION 5(C), THE INVESTOR AGREES THAT HE OR SHE SHALL ALSO NOT SELL, PLEDGE, TRANSFER, HYPOTHECATE, OR ASSIGN HIS OR HER INTEREST IN THE SHARES EXCEPT AS ALSO SET FORTH IN THE TERMS AND CONDITIONS OF THE ABOVE REFERENCED SHAREHOLDERS AGREEMENT DATED MARCH 15, 2007, WHICH IS INCORPORATED HEREIN BY REFERENCE AFTER THE DATE OF EFFECTIVENESS OF A REGISTRATION STATEMENT FILED WITH THE INITIAL SECURITIES AND EXCHANGE COMMISSIONS IN CONNECTION WITH A PRIVATE OFFERING, AS DEFINED IN THE MEMORANDUM. THESE RESTRICTIONS SHALL OBLIGATE ALL SUCCESSORS IN INTEREST TO THE SHARES PURCHASED HEREBY. CERTIFICATES

REPRESENTING THE SHARES SHALL BEAR A LEGEND EVIDENCING THIS RESTRICTION.

3. *Certain Acknowledgments and Agreements of the Investor.*

The Investor understands and acknowledges the following”

(a) The subscription for the Shares contained herein may be accepted or rejected, in whole or in part, by the Company in its sole and absolute discretion.

(b) Except as provided under applicable state securities laws, this subscription is and shall be irrevocable, except that the Investor shall have no obligations hereunder if this subscription is for any reason rejected or the Offering is for any reason canceled.

(c) No federal or state authority has made any finding or determination as to the fairness of an investment in the Shares and no federal or state authority has recommended or endorsed or will recommend or endorse this Offering.

(d) The Investor has received and read this notice of his or her right to withdraw, under certain circumstances, his or her subscription for Shares hereunder. Such Investor further represents that he or she understands that, in accepting an offer made pursuant to the Memorandum to purchase securities in this Offering, the Investor may elect, within two business days after the Company is in receipt of the written binding contract of purchase to withdraw from the Subscription Agreement and receive a full refund of all monies paid for the Shares. Such withdrawal will be without liability of the Investor to the Company. To accomplish this withdrawal, the Investor need only send a letter or a telegram to the Company (Attention: President) indicating his or her intention to withdraw. If the Investor is sending a letter or telegram, such letter or telegram should be sent and postmarked prior to the end of the aforesaid second business day. If a letter is sent, it is precedent to send it by registered or certified mail, return receipt requested, to ensure that it is received and also to evidence the date on which it is mailed. If the Investor orally makes the request to withdraw, the Investor should ask for written confirmation that the request has been received.

Investor also agrees that he or she will not sell any of the Shares acquired in this Offering within 12 months from the date of purchase except in accordance with the requirements of the Pennsylvania Securities Act of 1972, as amended, as well as the 1933 Act.

4. *Certain Additional Representations and Warranties of the Investor.*

The Investor understands that the Shares are being sold in reliance on the exemptions provided in the 1933 Act and Regulation D there under for transactions not involving any public offering, and the Investor, for the Investor and for the Investor's heirs, personal representatives, successors, and assigns, makes the following representation, declarations and warranties with the intent that the same may be relied upon in determining the suitability of the undersigned as a purchaser of Shares.

and warranties with the intent that the same may be relied upon in determining the suitability of the undersigned as a purchaser of Shares.

(a) THE INVESTOR HAS RECEIVED, READ CAREFULLY, AND UNDERSTANDS THE MEMORANDUM AND HAS HAD AN ADEQUATE OPPORTUNITY TO CONSULT HIS OR HER OWN ATTORNEY, ACCOUNTANT, OR INVESTMENT ADVISOR WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE INVESTOR, ANY SPECIFIC ACKNOWLEDGEMENT SET FORTH BELOW WITH RESPECT TO ANY STATEMENT CONTAINED IN THE MEMORANDUM SHALL NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.

(b) The Company has made and will make available to the Investor and his or her representative, if any, prior to the purchase of any of the Shares, the opportunity to ask questions of and receive answers from representatives of the Company concerning the terms and conditions of the Offering described in the Memorandum, and to obtain any additional information necessary to verify the information contained in the Memorandum or otherwise relative to the financial data and business of the Company, to the extent that such parties possess such information or can acquire it without unreasonable effort or expense, and all such questions, if asked, have been answered satisfactorily and all such documents, if examined, have been found to be fully satisfactory.

(c) The Investor understands and acknowledges that (i) the Investor must bear the economic risk of an investment in the Securities for an indefinite period of time; (ii) the Shares have not been registered under the 1933 Act or any state securities laws and are being offered and sold in reliance on exemptions provided in the 1933 Act and state securities laws for transactions not involving any public offering and, therefore, cannot be resold or transferred unless they are subsequently registered under the 1933 Act and applicable state securities laws or unless an exemption from such registration is available; (iii) the Investor is purchasing the Shares, and any purchase of the Shares will be, for investment purposes only for the account of the Investor and not with any view toward a distribution thereof; (iv) the Investor has no contract, undertaking, agreement, or arrangement with any person to sell, transfer, or pledge to such person or anyone else any of the Shares and the Investor has no present plans to enter into any such contract, undertaking, agreement, or arrangement; (v) the Investor agrees not to resell or otherwise dispose of all or any part of the Shares unless the intended disposition is permissible under and does not violate the 1933 Act, any state securities laws or rules or regulations thereunder; (vi) there is not now nor is there any assurance that a public market for the Shares will ever develop; (vii) the Company does not have any obligation or intention to register the Shares for sale under the 1933 Act or under any state securities laws or of supplying the information that may be necessary to enable the Investor to sell the Shares; and (viii) Rule 144 under the 1933 Act may not be available as a basis for the exemption from registration of any Shares.

(d) The Investor is aware and acknowledges that (i) an investment in the Shares is speculative and involves a risk of loss of the entire investment and no assurance can be

given of any income from such investment; (ii) he or she has read and understands the "Risk Factors" set forth in the Memorandum; and (iii) there is no public market for, and there are substantial restrictions on the transferability of, the Shares and it may not be possible for the Investor to liquidate the investment readily in case of any emergency.

(e) The Investor has adequate means of providing for all current and foreseeable needs and personal contingencies and has no need for liquidity in this investment.

(f) The Investor has evaluated the risk of investing in the Shares, and has determined that the Shares are a suitable investment for the Investor. The Investor can bear the economic risk of the investment and can afford a complete loss of the investment. In evaluation the suitability of an investment in the Shares, the Investor has not relied on any representations or other information (whether oral or written) other than as set forth in the Memorandum and independent investigations made by the Investor or representative(s) of the Investor.

(g) The aggregate amount of the investments of the Investor in, and commitments to, all investments that are illiquid is reasonable in relation to the Investor's net worth.

(h) The Investor maintains a domicile or business at the address shown on the signature page of this Subscription Agreement, at which address the Investor has subscribed for the Shares.

5. *Indemnification.*

The Investor recognizes that the sale of the Shares to the Investor is being made in reliance upon his or her representations and warranties set forth in Paragraph's 4 and 5, the acknowledgments and agreements set forth in Paragraph 4, above, and the information set forth in his or her Purchaser Questionnaire; and hereby agrees to indemnify the Selective Broadcasting Corporation, and their controlling persons (within the meaning of that term in Section 15 of the 1933 Act) for, and to hold each of them and their advisors harmless against, all liability, costs, or expenses (including reasonable attorneys' fees) arising as a result of the sale or distribution of the Shares by the Investor in violation of the 1933 Act or any other applicable law.

In addition, the Investor agrees to indemnify the Selective Broadcasting Corporation, their controlling persons and advisors, and to hold such persons and firms harmless from and against any and all loss, damage, liability, or expense, including costs and reasonable attorneys' fees, to which they may be put or which they may incur by reason of or in connection with any misrepresentation made by the Investor with respect to the matters about which representations and warranties are required by the terms of this Subscription Agreement, or any breach of any such representations and warranties or any failure to fulfill any covenants or agreements set forth herein.

6. *General.*

This Subscription Agreement (i) shall be binding on the Investor and the heirs, personal representatives, successors, and assigns of the Investor; (ii) shall be governed, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania without reference to any principles of conflict of laws (except insofar as affected by the state securities or "blue sky" law of the jurisdiction in which the Offering has been made to the Investor); and (iii) shall survive the purchase of the Shares by the Investor.

IN WITNESS WHEREOF, the undersigned Investor has executed this Subscription Agreement.

Selective Broadcasting
Corporation ("Company")

BY: _____

Date: _____

Subscriber Name(s) SS#:

Subscriber Signature(s)

Address

Telephone No.

Fax No.

E-Mail

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA SECURITIES COMMISSION

NOTICE FILING UNDER THE PENNSYLVANIA SECURITIES ACT OF 1972 ("ACT")
TO CLAIM AN EXEMPTION UNDER:
(CHECK ONLY ONE)

- SECTION 203(d) -- "LIMITED OFFERING EXEMPTION" (Complete Parts I, II & V)
- SECTION 203(s) -- "SEC RULE 505 EXEMPTION" (Complete Parts I, III & V)
- SECTION 203(t) -- "ACCREDITED INVESTOR EXEMPTION" (Complete Parts I, IV & V)

PART I. Information about the Issuer ("Issuer")

1. Legal Status of the Issuer

(A) Exact Name of Issuer: SELECTIVE BROADCASTING CORPORATION

(B) State and Date of incorporation or formation: DELAWARE
State Date

2. Addresses

(A) Address of principal office of Issuer: 73 CHESTNUT ROAD
Number and Street

PAOLI PA 19301
City State Zip Code Telephone No.

(B) Address of Issuer's primary place of business in Pennsylvania (if other than listed in (A)):
N/A

SAME Number and Street
City State Zip Code Telephone No.

(C) Name and address of person to whom correspondence regarding this filing should be sent: JEFFREY D. SERVIN, ESQUIRE 1500 MARKET ST., 12TH FLOOR, CENTRE SQUARE EAST TOWER

Name Title Number and Street
PHILADELPHIA PA 19102 215-665-1212
City State Zip Code Telephone No.

(D) Name and address of counsel to Issuer (if other than listed in (C)):

JEFFREY D. SERVIN, ESQUIRE SAME AS ABOVE
Name Number and Street
City State Zip Code Telephone No.

3. Briefly describe the business of the Issuer. XX Check here if responding to this item by incorporating Item 1 of completed SEC Form D attached hereto.

SEC EXECUTIVE SUMMARY ATTACHED HERETO.

4. State the names and addresses of persons holding any of the following positions with the Issuer:

- A. General partner
- B. Promoter (as defined in Section 102(o) of the Act)
- C. Manager (if a limited liability company)
- D. President - ROBERT HADDOCK - 73 CHESTNUT ROAD, PAOLI, PA 19301
- E. Chief executive officer
- F. Chief operating officer - FARID SOULUER, 73 CHESTNUT RD., PAOLI, PA 19301
- G. Chief financial officer
- H. Director who owns 5% or more of any class of voting equity securities of the Issuer (exclusive of any beneficial interest in a voting shareholder which is an institutional investor as defined in Section 102(k) of the Act and Regulation 102.111). - GEORGE STASEN - 109 AUGUSTA DRIVE, WEST CHESTER, PA 19382

5. Indicate if any person described in Item 4 currently is registered as an agent under Section 301 of the Act or as a principal of a broker-dealer registered under Section 301 of the Act.

NO XX YES

If YES, provide the individual's name, employer and Central Registration Depository number.

6. Indicate if any person described in Item 4 has been the subject of a Commission order issued under Section 512 (Statutory Bars) or Section 513 (Rescission Orders) of the Act or an order of a court of competent jurisdiction under Section 509(c) of the Act (Civil Contempt).

NO XX YES

If YES, describe fully.

7. Description of securities to be sold

Describe type of securities proposed to be sold, price per unit and expected net proceeds to the issuer. Indicate the aggregate offering amount and the amount to be offered in Pennsylvania. Check here if responding to this item by incorporating items C.1-4 of SEC Form D attached hereto (the amount to be offered in Pennsylvania either must be shown here or on SEC Form D).

UP TO \$490,000, IN UNITS OF COMMON STOCK AT \$1.00 PER SHARE

OR INVESTOR UNITS OF _____.

8. Use of Proceeds

Describe in detail the intended use of proceeds from the offering, stating the amounts to be used for each purpose and in order of priority of uses. xx Check here if responding to this item by incorporating Item C.5 of completed SEC Form D attached hereto.

9. Sales Commissions

NONE

(A) List amounts proposed to be paid for any underwriting fee or sales commission. Identify all persons who will receive any such fee and the basis on which it will be paid. Check here if responding to this item by incorporating Items B.1-4 of completed SEC Form D attached hereto.

(B) With respect to any person receiving compensation who is not a broker-dealer registered under Section 301 of the Act, explain why the person is not a promoter as that term is defined in Section 102(o) of the Act.

10. Previous Sales of Securities in Pennsylvania

(A) By the Issuer NONE

Describe all sales of securities made in Pennsylvania during the past two years that directly or indirectly benefitted the Issuer. Include securities issued in exchange for property, services, or other securities and new securities resulting from modification of outstanding securities. In each case, state:

- (i) The date of sale and description of the securities sold;
- (ii) Underwriting or selling fees or commissions paid and to whom paid;
- (iii) Section of the Act or regulation relied upon for the offer and sale of securities.

(B) By a person related to the Issuer

Within the period of two years prior to the date of this Notice, did any person described in Item 4(A) - (H) hold, with respect to another person (who is not the Issuer), a position as a general partner, promoter (as defined in Section 102(o) of the Act), manager (if a limited liability company), president, chief executive officer, chief operating officer, chief financial officer or a director with a 5% or more ownership of any class of voting equity securities (exclusive of any beneficial interest in a voting shareholder which is an institutional investor as defined in Section 102(k) of the Act and Regulation 102.111) at the time when that person sold securities in Pennsylvania for which a filing with the Commission was required?

NO xx

YES

If YES, provide the following information:

- (i) Name of that other person which sold the securities;
- (ii) The position held with that other person;
- (iii) Section of the Act or regulation relied upon for the offer and sale of securities;
- (iv) If the proceeds from the sale were paid directly or indirectly to, or used directly or indirectly for, the benefit of the Issuer, please describe in detail.

PART II. Section 203(d) — "LIMITED OFFERING EXEMPTION"

Check this box if the Issuer is relying on Section 203(d) of the Act (including Regulation 204.010) for sales of securities in Pennsylvania in connection with the offering for which this Notice is being filed.

11. The Issuer, by executing this Notice, agrees, as a condition of the availability of the exemption in Section 203(d), to:

- (A) Provide **WRITTEN NOTICE** to all purchasers of the two-business day right of withdrawal contained in Section 207(m)(2) of the Act. The notice should appear prominently by underlining or capitalization in materials to be given to investors, which materials must be **FILED** with this Form. Section 207(m)(2) is reproduced below:

Section 207(m)(2). "If you have accepted an offer to purchase these securities and have received a written notice explaining your right to withdraw your acceptance pursuant to section 207(m)(2) of the Pennsylvania Securities Act of 1972, you may elect, within two business days from the date of receipt by the issuer of your binding contract of purchase or, in the case of a transaction in which there is no binding contract of purchase, within two business days after you make the initial payment for the securities being offered, to withdraw your acceptance and receive a full refund of all moneys paid by you. Your withdrawal of acceptance will be without any further liability to any person. To accomplish this withdrawal, you need only send a written notice (including a notice by facsimile or electronic mail) to the issuer (or placement agent if one is listed on the front page of the offering memorandum) indicating your intention to withdraw.

- (B) Obtain the written agreement of each purchaser not to sell, except in accordance with Regulation 204.011, the security within 12 months after the date of purchase and **FILE** with this Form a copy of the proposed agreement that investors will be asked to sign.

12. As a condition of the availability of the exemption in Section 203(d), the Issuer, by executing this Notice, represents to the Commission that:

- (A) No public media advertisement will be used or mass mailing made in connection with soliciting sales of securities.

- (H) Neither the Issuer nor a predecessor of the Issuer; affiliate of the Issuer; officer, director or general partner of the Issuer; promoter of the Issuer presently connected with the Issuer in any capacity; beneficial owner of 10% or more of any class of equity securities of the Issuer; underwriter of the securities to be offered or any partner, director or officer of the underwriter is subject to the disqualification provisions in Section 203(t)(v) of the Act.

PART V. Affirmations (to be completed by all Issuers)

16. By executing this Form on behalf of the Issuer, the signatory affirms that:
- (A) The undersigned is familiar with the provisions of Section 203(d), (s), or (t) of the Act and all regulations adopted thereunder, including Regulation 204.010.
 - (B) The statements made herein, including all attachments hereto, are not incomplete in any material respect or false or misleading with respect to any material fact.

IN WITNESS WHEREOF, this Notice has been duly executed on 10 Apr 07
(Insert Date)

SELECTIVE BROADCASTING CORPORATION

(NAME OF ISSUER)

BY:  _____

ROBERT HADDOCK - PRESIDENT

Title

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA SECURITIES COMMISSION

NOTICE FILING UNDER THE PENNSYLVANIA SECURITIES ACT OF 1972 ("ACT")
TO CLAIM AN EXEMPTION UNDER:
(CHECK ONLY ONE)

SECTION 203(d) — "LIMITED OFFERING EXEMPTION" (Complete Parts I, II & V)
SECTION 203(s) — "SEC RULE 505 EXEMPTION" (Complete Parts I, III & V)
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1. Legal Status of the Issuer

(A) Exact Name of Issuer: SELECTIVE BROADCASTING CORPORATION

(B) State and Date of incorporation or formation: DELAWARE
State Date

2. Addresses

(A) Address of principal office of Issuer: 73 CHESTNUT ROAD
Number and Street

PAOLI PA 19301
City State Zip Code Telephone No.

(B) Address of Issuer's primary place of business in Pennsylvania (if other than listed in (A)):
N/A

SAME Number and Street
City State Zip Code Telephone No.

(C) Name and address of person to whom correspondence regarding this filing should be sent: JEFFREY D. SERVIN, ESQUIRE 1500 MARKET ST., 12TH FLOOR, CENTRE SQUARE EAST TOWER

Name Title Number and Street
PHILADELPHIA PA 19102 215-665-1212
City State Zip Code Telephone No.

(D) Name and address of counsel to Issuer (if other than listed in (C)):

JEFFREY D. SERVIN, ESQUIRE SAME AS ABOVE
Name Number and Street
City State Zip Code Telephone No.

- 3. Briefly describe the business of the Issuer. xx Check here if responding to this item by incorporating Item 1 of completed SEC Form D attached hereto.

SEC EXECUTIVE SUMMARY ATTACHED HERETO.

- 4. State the names and addresses of persons holding any of the following positions with the Issuer:

- A. General partner
- B. Promoter (as defined in Section 102(o) of the Act)
- C. Manager (if a limited liability company)
- D. President - ROBERT HADDOCK - 73 CHESTNUT ROAD, PAOLI, PA 19301
- E. Chief executive officer
- F. Chief operating officer - FARID SOULUER, 73 CHESTNUT RD., PAOLI, PA 19301
- G. Chief financial officer
- H. Director who owns 5% or more of any class of voting equity securities of the Issuer (exclusive of any beneficial interest in a voting shareholder which is an institutional investor as defined in Section 102(k) of the Act and Regulation 102.111). - GEORGE STASEN - 109 AUGUSTA DRIVE, WEST CHESTER, PA 19382

- 5. Indicate if any person described in Item 4 currently is registered as an agent under Section 301 of the Act or as a principal of a broker-dealer registered under Section 301 of the Act.

NO xx YES

If YES, provide the individual's name, employer and Central Registration Depository number.

- 6. Indicate if any person described in Item 4 has been the subject of a Commission order issued under Section 512 (Statutory Bars) or Section 513 (Rescission Orders) of the Act or an order of a court of competent jurisdiction under Section 509(c) of the Act (Civil Contempt).

NO xx YES

If YES, describe fully.

- 7. **Description of securities to be sold**

Describe type of securities proposed to be sold, price per unit and expected net proceeds to the issuer. Indicate the aggregate offering amount and the amount to be offered in Pennsylvania. Check here if responding to this item by incorporating items C.1-4 of SEC Form D attached hereto (the amount to be offered in Pennsylvania either must be shown here or on SEC Form D).

UP TO \$490,000, IN UNITS OF COMMON STOCK AT \$1.00 PER SHARE

OR INVESTOR UNITS OF .

8. Use of Proceeds

Describe in detail the intended use of proceeds from the offering, stating the amounts to be used for each purpose and in order of priority of uses. xx Check here if responding to this item by incorporating Item C.5 of completed SEC Form D attached hereto.

9. Sales Commissions

NONE

(A) List amounts proposed to be paid for any underwriting fee or sales commission. Identify all persons who will receive any such fee and the basis on which it will be paid. Check here if responding to this item by incorporating Items B.1-4 of completed SEC Form D attached hereto.

(B) With respect to any person receiving compensation who is not a broker-dealer registered under Section 301 of the Act, explain why the person is not a promoter as that term is defined in Section 102(o) of the Act.

10. Previous Sales of Securities in Pennsylvania

(A) By the Issuer NONE

Describe all sales of securities made in Pennsylvania during the past two years that directly or indirectly benefitted the Issuer. Include securities issued in exchange for property, services, or other securities and new securities resulting from modification of outstanding securities. In each case, state:

- (i) The date of sale and description of the securities sold;
- (ii) Underwriting or selling fees or commissions paid and to whom paid;
- (iii) Section of the Act or regulation relied upon for the offer and sale of securities.

(B) By a person related to the Issuer

Within the period of two years prior to the date of this Notice, did any person described in Item 4(A) - (H) hold, with respect to another person (who is not the Issuer), a position as a general partner, promoter (as defined in Section 102(o) of the Act), manager (if a limited liability company), president, chief executive officer, chief operating officer, chief financial officer or a director with a 5% or more ownership of any class of voting equity securities (exclusive of any beneficial interest in a voting shareholder which is an institutional investor as defined in Section 102(k) of the Act and Regulation 102.111) at the time when that person sold securities in Pennsylvania for which a filing with the Commission was required?

NO xxYES

If YES, provide the following information:

- (i) Name of that other person which sold the securities;
- (ii) The position held with that other person;
- (iii) Section of the Act or regulation relied upon for the offer and sale of securities;
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Check this box if the Issuer is relying on Section 203(d) of the Act (including Regulation 204.010) for sales of securities in Pennsylvania in connection with the offering for which this Notice is being filed.

11. The Issuer, by executing this Notice, agrees, as a condition of the availability of the exemption in Section 203(d), to:

- (A) Provide **WRITTEN NOTICE** to all purchasers of the two-business day right of withdrawal contained in Section 207(m)(2) of the Act. The notice should appear prominently by underlining or capitalization in materials to be given to investors, which materials must be **FILED** with this Form. Section 207(m)(2) is reproduced below:

Section 207(m)(2). "If you have accepted an offer to purchase these securities and have received a written notice explaining your right to withdraw your acceptance pursuant to section 207(m)(2) of the Pennsylvania Securities Act of 1972, you may elect, within two business days from the date of receipt by the issuer of your binding contract of purchase or, in the case of a transaction in which there is no binding contract of purchase, within two business days after you make the initial payment for the securities being offered, to withdraw your acceptance and receive a full refund of all moneys paid by you. Your withdrawal of acceptance will be without any further liability to any person. To accomplish this withdrawal, you need only send a written notice (including a notice by facsimile or electronic mail) to the issuer (or placement agent if one is listed on the front page of the offering memorandum) indicating your intention to withdraw.

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12. As a condition of the availability of the exemption in Section 203(d), the Issuer, by executing this Notice, represents to the Commission that:

- (A) No public media advertisement will be used or mass mailing made in connection with soliciting sales of securities.

- (H) Neither the Issuer nor a predecessor of the Issuer; affiliate of the Issuer; officer, director or general partner of the Issuer; promoter of the Issuer presently connected with the Issuer in any capacity; beneficial owner of 10% or more of any class of equity securities of the Issuer; underwriter of the securities to be offered or any partner, director or officer of the underwriter is subject to the disqualification provisions in Section 203(t)(v) of the Act.

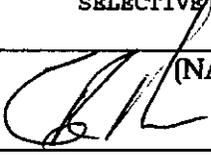
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 - (B) The statements made herein, including all attachments hereto, are not incomplete in any material respect or false or misleading with respect to any material fact.

IN WITNESS WHEREOF, this Notice has been duly executed on 10 Apr 07
(Insert Date)

SELECTIVE BROADCASTING CORPORATION

 (NAME OF ISSUER)

BY: 

ROBERT HADDOCK - PRESIDENT

 Title

END