

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this "Agreement") is entered into as of December 2, 2011 by and between **Rehoboth Beach Communications, Inc** ("Seller"), and **Bella Spectra Corporation** ("Buyer").

**WHEREAS**, Seller owns a low power television License and construction permit, Call Letters WGPS-LP and WGPS-LD in Sebring, Fl, (together the "License"), and;

**WHEREAS**, Seller desires to sell, assign and transfer the License (License/CP for channel 51 and the CP for channel 38) as described below, and Buyer desires to acquire the License as described below, all on the terms described in this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Purchase of License**. Subject to the terms and conditions hereof and in reliance upon the representations, warranties and agreements contained herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire, pay for and accept from Seller, all right, title and interest of Seller in, to and under all real, personal and mixed assets, rights, benefits and privileges, both tangible and intangible, wherever located, owned, leased, used or held for use by Seller in connection with the business or operations of the License (collectively, the "Assets").
2. **Purchase Price**. For and in consideration of the conveyances and assignments described herein, Buyer agrees to pay to Seller, and Seller agrees to accept from Buyer \$16,500 (sixteen thousand and five hundred dollars) (the "Purchase Price").
  - a. **Payment of Purchase Price**. A down payment of \$2000 has been received by the Seller and the balance of the Purchase Price shall be paid by Buyer to Seller at the Closing by wire transfer of immediately available funds to an account or accounts which will be identified by Seller not less than two business days prior to the Closing Date.
3. **Representations and Warranties of Seller and Buyer**. Seller represents and warrants to Buyer as follows:
  - a. **Organization and Standing**. The Seller and Buyer are duly organized, validly existing corporations in good standing and are duly qualified to do business and are in good standing in all jurisdictions where such qualification is necessary. Seller and Buyer have the corporate power and authority to own, lease and otherwise to hold and operate the Assets, to carry on the business of the License as now conducted, and to enter into and perform the terms of this Agreement and

to carry out the transactions contemplated hereby and thereby (the "Transactions").

- b. Authorization. The execution, delivery and performance of this Agreement and the consummation of the Transactions, have been duly and validly authorized by all necessary corporate actions of Seller and Buyer. This Agreement constitutes a valid and binding agreement and obligation of Seller and Buyer.
  - c. Compliance with Laws. Seller and Buyer are in compliance in all material respects with all laws applicable to their respective businesses. Seller has obtained and holds all permits, licenses and approvals relating to the License (none of which has been modified other than as previously disclosed to Buyer or rescinded and all of which are in full force and effect) from all Governmental Authorities necessary in order to conduct the operations of the License as presently conducted. The Buyer wishes to obtain these authorizations and complies with all laws applicable to FCC ownership of such authorizations. This Agreement and all questions relating to its validity, interpretation, performance and enforcement, to the extent not governed by federal communications law, will be governed by and construed in accordance with and pursuant to the laws of the State of Florida.
  - d. Consents and Approvals; No Conflicts. The execution and delivery of this Agreement and the performance of the Transactions by Seller or Buyer will not require any consent, approval, authorization or other action by, or filing with or notification to, any Governmental Authority, except consents to the assignment of the FCC License to Buyer by the FCC.
  - e. FCC Matters. The FCC License constitutes all of the licenses, permits and authorizations from the FCC that are necessary or required for and/or used in the business and operations of the station. The FCC License is valid and in full force and effect. No application, action or proceeding is pending for the renewal or modification of the FCC License, and, except for actions or proceedings affecting television broadcast stations generally, no application, complaint, action or proceeding is pending or, to Seller's knowledge, threatened that may result in (i) the revocation, modification, non-renewal or suspension of any of the FCC License, (ii) the issuance of a cease-and-desist order, (iii) the imposition of any administrative or judicial sanction with respect to the License, or (iv) the denial of any application for renewal. There exists no fact, condition or event relating to Seller or the Station that would reasonably be expected to cause the FCC to deny the applications for assignment of the FCC License as provided for in this Agreement.
4. Closing. Provided that the conditions set forth in this agreement shall have been satisfied, the closing of this transaction shall be held on the date that is no later than the fifth business day after the date on which the FCC Final Order is granted.

5. **Governing Law.** This Agreement shall be governed, construed and enforced by and in accordance with the laws of the state of Florida. Should any conflict arise from this Agreement, then parties agree that such relief will lie exclusively in the courts of Broward County, Florida.
6. **Notices.** All notices, demands, requests, or other communications which may be or are required to be given or made by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, mailed by first-class registered or certified mail, return receipt requested, postage prepaid, delivered by overnight air courier, or transmitted by telegram, telex, or facsimile transmission or electronic transmission addressed as follows:

If to Buyer:

Bella Spectra Corporation  
13762 W State Road 84  
Suite 81  
Davie, FL 33325  
Attn: Kristina Bruni, President

If to Seller:

Rehoboth Beach Communications, Inc  
Attn: Meyer Gottesman  
1212 Gray Highway, Apt 1009  
Macon, GA 31211-1977

or such other address as the addressee may indicate by written notice to the other parties.

Each notice, demand, request, or communication which shall be given or made in the manner described above shall be deemed sufficiently given or made for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile or telex) the answerback or (with respect to electronic transmission) electronic evidence of its delivery being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first above written.

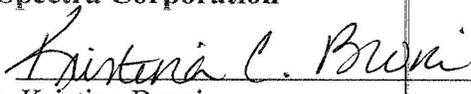
**SELLER**

**REHOBOTH BEACH COMMUNICATIONS,  
INC**

By:   
Name: Meyer Gottesman  
Title: PRESIDENT  
Date: DEC. 12, 2011

**BUYER**

**Bella Spectra Corporation**

By:   
Name: Kristina Bruni  
Title: President  
Date: 1.6.12