

## **ASSET PURCHASE AGREEMENT**

This Purchase Agreement (this "Agreement") is made this 26th day of September 2011, between County Broadcasting Company, LLC., a Massachusetts Limited Liability Company, with a mailing address of 288 South River Road, City of Bedford, State of New Hampshire, (hereinafter referred to as "Seller") and Steve Wendell, with a mailing address of 17 Knightsbridge Court, Nanuet, NY 01954 (hereinafter referred to as "Buyer").

### **RECITALS**

1. Seller is the licensee, owner and operator of standard broadcast station WGAW-AM, with principal studio in the City of Gardner, Commonwealth of Massachusetts (hereinafter referred to as the "Station")
2. Seller wishes to sell the assets and assign the licenses and contracts of such Station as described in Exhibit A, to Buyer, which exhibit is attached to this agreement and incorporated by reference.
3. Buyer desires to acquire the assets, licenses, and contracts described in Exhibit A.
4. Guarantor agrees to guaranty Buyer's obligations under this Agreement, in consideration for Seller's agreement to sell the assets and assign the licenses and contracts pursuant to this Agreement.

NOW, THEREFORE, the parties agree as follows:

### **SECTION ONE**

#### **SALE AND PURCHASE OF ASSETS**

- (a) Seller agrees to sell, convey and deliver to Buyer at the closing, and Buyer agrees to purchase from Seller at the closing, the assets of Seller shown on the attached Exhibit A, dated as of this date, which comprises the tangible and intangible personal property used in connection with the operation of the Station by Seller prior to the closing.

- (b) Buyer shall pay Seller for the assets, licenses and contracts described above and in Exhibit A, \$150,000.00 (one hundred fifty thousand dollars) (the "Total Purchase Price") as follows:
  - (i) Upon the execution of this Agreement \$5,000.00 (five thousand dollars) (the "Deposit") shall be paid by Buyer to Seller. The Deposit shall be applied toward the Total Purchase Price due to Seller at the closing.
  - (ii) The amount of \$20,000.00 [twenty thousand dollars] shall be paid by Buyer to Seller in cash or other immediately available funds at closing.
  - (iii) The balance of \$125,000 (one hundred twenty five thousand dollars) shall be paid by Buyer to Seller by Seller's Note and shall be paid in accordance with the schedule located on Exhibit C.
  - (iv) If the FCC does not approve the sale thru no fault of the buyer the deposit shall be refunded and this agreement shall be deemed null and void.
- (c) The closing shall occur on approval of FCC.
- (d) Buyer and Seller may execute a Local Market Agreement (LMA) pursuant to which Buyer shall perform certain functions related to the Station.

## **SECTION TWO**

### **CONSENT OF FEDERAL COMMUNICATIONS COMMISSION**

- (a) The parties agree to cooperate with each other in seeking the Commission's consent to the assignment of the licenses from Seller to Buyer.
- (b) All filings, grants and other fees which may be levied by the Commission in connection with this transaction shall be shared by Buyer and Seller.

### **SECTION THREE**

#### **CLOSING**

- (a) As used in this agreement, the term "closing" shall mean the time when Seller's assets are assigned and transferred to Buyer, and Buyer pays for such assets, as provided in SECTION ONE. At the closing:
  - (i) Seller shall deliver to Buyer title and control of all assets referred to in SECTION ONE and Exhibit A, free and clear of all liens and encumbrances, and all tangible and intangible assets referred to in SECTION ONE and Exhibit A, plus a copy of all files, records, books of accounts, and logs relating to the Station; all written and other documents listed in Exhibit A, and all contracts for time and services in effect at closing, a complete set of keys and other material and things which relate in any way to the assets, business or operations of the Station.
  - (ii) Buyer shall deliver to Seller the balance of the Total Purchase Price set out in Section 1 (ii) (b).
  - (iii) Buyer shall deliver the seller an executed note, mortgage and security agreement.
  - (iv) The FCC shall have approved the transaction.

### **SECTION FOUR**

#### **SELLER'S REPRESENTATIONS AND WARRANTIES**

Seller represents and warrants:

- (a) Seller has full power and authority to own the assets, and to operate the Station as it has been operating, and to transfer such assets to the Buyer.
- (b) Seller has filed or will file all federal and state tax returns required to be filed.
- (c) Seller is the owner of and has full and exclusive legal, equitable and marketable title to and right to the immediate possession of all assets and shall have the same title and

right at the closing to all such assets to be acquired by Buyer.

- (d) Seller holds such valid and sufficient licenses and authorizations issued by the Commission as are required to operate the business of the Station as such business has been carried on by Seller. All such licenses are in good standing, are free of liens or other restrictions and Seller has taken all actions required to keep such Commission licenses in good standing. The Seller and the Station are in material compliance with the Communications Act and the current rules, regulations and policies of the Commission and has timely filed all material reports, forms and statements required to be filed with the Commission.
- (e) Seller is not a party to, involved in, or threatened with any action, suit, arbitration, proceeding, investigation, complaint, or controversy involving or in any way related to the Seller, its Station, assets, business or operation (“litigation”) and there is no basis for such litigation known to Seller. Seller and the Station are not subject to any judgment, order injunction or decree of any court, administrative agency or other governmental authority that would negatively affect the normal procedures for license renewal.
- (f) No consent, approval, and authorization of, and no registration, qualification, designation, declaration of filing with, any person or authority other than the Commission is required on the part of Seller in connection with the execution and delivery of this agreement or the continuation after the closing of the business of Seller.
- (g) All representations or warranties by Seller in this agreement, and all schedules, exhibits, certification or other instruments furnished or to be furnished to Buyer, pursuant to this agreement, are true and correct in all respects.
- (h) Seller’s public inspection files, which will be transferred to Buyer at the closing.
- (i) All tangible assets are conveyed in “as is” condition with no warranty express or implied.

## **SECTION FIVE**

### **BUYER'S REPRESENTATIONS AND WARRANTIES**

Buyer represents and warrants:

- (a) Buyer knows of no reason the FCC will not approve its fitness as a licensee.
- (b) Buyer has all the necessary corporate power to execute and perform the above agreement.
- (c) Buyer knows of any facts which will disqualify it from becoming the licensee of the station and it has the financial capacity to carry out the transaction.

## **SECTION SIX**

### **AGREEMENTS OF SELLER**

Seller agrees as follows:

- (a) Seller shall furnish Buyer with such information as Seller may already have in its possession and which Buyer may be required to file with the Commission with respect to matters that have occurred prior to the closing, which may not otherwise be part of Seller's records transferred to Buyer.
- (b) Seller shall publish or broadcast the notice of the filing and proposed sale, and file proof as required by the Commission's rules, and file the appropriate affidavits and, if necessary, to copy a file of this agreement with the Commission, as required by the rules of the Commission. Seller shall take all other actions required by the Commission, or otherwise, to effectuate the intent of this Agreement.
- (c) Seller shall indemnify the Buyer against any liability, loss, damage, or expense arising out of and to hold it harmless against all liabilities and obligations of or claims against Buyer, which occurred prior to the date of this Agreement.

## **SECTION SEVEN**

### **AGREEMENT OF BUYER**

Buyer agrees as follows:

- (a) Pending the closing, Buyer shall take no action knowingly which would disqualify it from becoming licensee of the station.
- (b) Buyer shall indemnify the Seller against any liability, loss, damage, or expense arising out of and to hold it harmless against all liabilities and obligations of or claims against Seller, which occur from the date of this Agreement until the closing and/or which occur by Buyer after the closing or arise out of any occurrence or state of facts after the closing.

## **SECTION EIGHT**

### **INSURANCE AND RISK OF LOSS**

Risk of loss of damage by fire or other casualty to property or any part of such property prior to the closing shall be the risk of Buyer to the date of the closing. As of the date of this Agreement, Buyer has in effect fire and other casualty, required for the proper protection of its business and properties of insurable character and, in the event the property is damaged or destroyed prior to the closing, the proceeds of such insurance will be used to repair, restore or replace the property to its proper condition and utility. Buyer shall maintain sufficient liability insurance to protect Seller from any and all types of liability by reason of injuries to any person or property pertaining to or used in such station and the assets composing such station. In addition, the Buyer shall co-name the Seller as an additional insured.

## **SECTION NINE**

### **BROKERAGE**

Both Buyer and Seller recognize Harold Bausemer as the broker in this transaction and seller agrees to pay the fee.

**SECTION TEN**

MISCELLANEOUS

- (a) All expenses involved in the preparation, authorization and consumption of this agreement, including, without limitation, all fees and expenses of agents, representatives, counsel and accountants, in connection with such preparation and in connection with applications to the Commission, shall be borne solely by the party who shall have incurred such expenses, and the other party shall have no liability in respect to such expenses.
- (b) The provisions of this agreement, which, by their terms are to be performed after the closing, and several representations, warranties and agreements of the parties contained in this agreement shall survive the closing, and shall be effective regardless of any investigation that may have been, or that may be made at any time by, or on behalf of, the party in whose favor such covenants, representations, warranties and agreements are made.
- (c) Any notice, report, demand, waiver or consent required or permitted under this agreement shall be in writing and shall be given by prepaid registered or certified mail with return receipt requested, address as follows:

By the Seller:  
Steven Silberberg  
County Broadcasting Company, LLC.  
288 South River Road  
Bedford, NH 03110

By the Buyer:  
Steve Wendell  
President  
17 Knightsbridge Court  
Nanuet, NY 10954

- (d) This agreement shall be binding upon and inure to the benefits of the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns, provided, however, that Buyer may, after the closing, voluntarily assign its rights or obligations to a corporation wholly or majority owned by it, provided, further,

that in the event of such an assignment, Buyer and all assignees shall guaranty the performance of any obligation under this agreement assigned or delegated by it, to such subsidiary corporation, and immediate notice of the assignment will be sent to Seller.

IN WITNESS TO THE ABOVE, the parties have executed this on the date written below.

\_\_\_\_\_  
Witness for  
Steven Silberberg

\_\_\_\_\_  
Steven Silberberg  
Manager of  
County Broadcasting Co., LLC.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness for  
Steve Wendell

\_\_\_\_\_  
Steve Wendell  
President

\_\_\_\_\_  
Date