

ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (the “**Agreement**”) dated as of this 20th day of October, 2005, by and between The Sprotzmax, Inc. (“**Buyer**”), and Beebe Communications, LLC. (“**Seller**”).

WITNESSETH

WHEREAS, Seller owns and operates radio station WGTX(AM), DeFuniak Springs, Florida (the “**Station**”) pursuant to authorizations issued by the Federal Communications Commission (“**FCC**”);

WHEREAS, Seller desires to sell the properties and certain assets pertaining to the Station and Buyer desires to purchase such properties and assets, all subject to the terms and conditions set forth herein and subject to the prior consent of the FCC;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Seller and Buyer hereby agree as follows:

Section 1 Purchase and Sale of Assets.

1.1 Station Assets. Subject to the terms and conditions contained herein, on the Closing Date (as defined below), Seller agrees to convey, sell, assign, transfer and deliver to Buyer and to perform such of its obligations pursuant to this Agreement as are to be performed at Closing, and Buyer agrees to perform such of its obligations pursuant to this Agreement as are to be performed at Closing, and to purchase and accept all of the properties and certain assets owned or held by Seller and used for use in the operation of the Station WGTX (collectively, the “**Station Assets**”), specifically all of which are more particularly described as follows:

(a) Licenses and Authorizations. The licenses, permits and authorizations (the “**Licenses**”) issued by the FCC or any other governmental authority, used, useful for use on the operation of the Station, as listed on **Schedule 1.1(a)**, together with any and all rights to the call letters “WGTX”.

(b) Personal Property. The tangible personal property used for use in the operation of the Station consisting of, specifically, the property reflected in the schedule of assets attached in **Schedule 1.1(b)**.

(c) Business Leases and Agreements. The agreements, leases and commitments relating to the operation of the Station, including specifically, the leases and agreements listed individually on **Schedule 1.1(c)**, including any renewal, extensions, amendments or modifications thereof, and any additional agreements, leases and commitments made or entered into by Seller in the ordinary course of business and approved by Buyer between the date of this Agreement and the Closing Date.

(d) Call Signs, etc. Except for the corporate name of the Seller, Seller's interest to the call sign "WGTX", listed on Schedule 1.1(d), used in the operation of the Station, and all good will and general intangibles except to the extent herein specifically excluded.

(e) Real Estate. All leasehold estates in real property, and all owned property relating to the Station described on Schedule 1.1(e) (the "Real Estate");

(f) Records. All public inspection files and logs (or true copies thereof) and Seller's interest in advertising material used in connection with the operation of the Station as of the Closing Date.

1.2 Excluded Assets. The Station Assets specifically exclude the following (the "Excluded Assets"):

(a) Seller's cash and cash equivalents on hand as of the Closing Date; any accounts receivable for advertising aired over the Station prior to the Closing Date; any and all insurance policies, letters of credit, or other similar items and any cash surrender value in regard thereto; and stock, bonds, certificates of deposit and similar investments.

(b) any books and records (other than as described in Section 1.1(f), above), which Seller is required by law to retain and any books and records of Seller not relating exclusively to the business and operation of the Station, subject to the right of Buyer to have such books and records made available to Buyer for any reasonable business purpose, Seller's corporate records and other books and records related to the internal corporate matters of the Seller.

(c) any claims, rights and interest in and to any refunds of federal, state or local franchise, income or other taxes or fees of any nature whatsoever for periods prior to the Closing Date.

1.3 Liens. Seller agrees that the Station Assets, with the exception of leased property conveyed to Buyer on the Closing Date pursuant to this Agreement will be conveyed to Buyer free and clear of all liens, charges and encumbrances whatsoever.

1.4 Liabilities to be Assumed. Buyer agrees to assume the Agreements listed on Schedule 1.1(c). Except as set forth in that Schedule, Buyer expressly does not, assume liabilities of Seller.

Section 2 Purchase Price and Payment.

(a) Buyer shall pay or cause to be paid to Seller **THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$325,000.00)** (the "Purchase Price") for the Station Assets, subject to the adjustment pursuant to Section 3, below. The Purchase Price shall be paid to Seller as follows:

(i) Contemporaneously with the execution of this Agreement, Buyer will deposit **FIFTY THOUSAND DOLLARS** (\$50,000.00) non-refundable (the “**Deposit**”) with Seller, pursuant to the terms of this agreement executed by the parties herewith, which Deposit shall be credited towards the Purchase Price.

(ii) The remaining balance shall be paid by Buyer to Seller in certified funds on the Closing Date.

Section 3. Prorations. The operation of the Station and the income and expenses attributable thereto through the Closing Date, shall be for the account of Seller and thereafter shall be for the account of Buyer. Expenses such as power and utility charges, lease rents, property taxes payable in the year in which the Execution Date of this contract occurs, annual license fees, program license fees, prepaid time sales agreements, and similar prepaid and deferred items shall be prorated between the Seller and the Buyer. All prorations shall be made and paid insofar as feasible, as of the Execution Date, by the THIRD (3rd) business day after receipt thereof.

Section 4 The Closing.

4.1 FCC Approval. Consummation of the transactions contemplated hereunder (the “**Closing**”) is conditioned upon the FCC having granted the application for FCC consent to assign the FCC license from Seller to Buyer (“**Assignment Application**”).

The parties agree to, within five (5) calendar days of the date of execution of this Agreement, file the Assignment Application and prosecute such application in good faith and with due diligence. If the grant of the Assignment Application imposes any condition on any party hereto, such party shall use reasonable efforts to comply with such condition; provided however, that no party shall be required hereunder to comply with any condition that would have a material adverse effect as determined by the party affected in the exercise of its reasonable judgment. If reconsideration or judicial review is sought with respect to the FCC’s grant of the Assignment Application, the party affected shall oppose such efforts for reconsideration or judicial review vigorously.

If the FCC has not issued its grant within twelve (12) months after the filing of the Assignment Application, the Buyer or Seller may terminate this Agreement upon fifteen (15) days prior written notice to the other provided that the terminating party is not then in default or breach hereunder, it being the intent of the parties that the Closing of the transactions contemplated by this Agreement are expressly conditioned upon the grant of the Assignment Application.

4.2 Closing Date. The Closing shall take place at 10:00 a.m. on a date and at a place agreed upon by Buyer and Seller which shall be within five (5) days after the date the FCC order granting the Assignment Application.(the “Closing Date”).

4.3 Expenses. Buyer agrees to pay the filing fee imposed by the FCC for its processing of the Assignment Application. Buyer shall bear for both parties legal and accounting fees and any and all costs and expenses not specified herein with respect to the sale and purchase and other matters contemplated by this Agreement.

4.4 Control of Station. Until the Closing hereunder, Seller shall have complete control of the Station, its equipment and operation.

Section 5. Seller's Representations and Warranties. Seller represents, warrants and agrees with Buyer as follows:

5.1 Due Incorporation. Seller is a Limited Liability Corporation duly organized, validly existing and in good standing under the laws of the State of Nevada.

5.2 Authorization of Agreement; No Breach. The execution, delivery and performance of this Agreement have been duly and validly authorized and approved by all necessary corporate action on behalf of Seller. Seller has the power and authority to execute, deliver and perform this Agreement and such other agreements necessary to consummate the transactions hereby contemplated and this Agreement constitutes, and such other agreements will constitute, the valid and binding obligation of the Seller. Neither such execution, delivery and performance nor compliance by Seller with the provisions hereof or thereof will (assuming receipt of all necessary approvals from the FCC) conflict with or result in a breach of any of the terms, condition or provisions of the Articles or by-laws of Seller or any judgment, order injunction, decree, regulation or ruling of any court or other governmental authority to which Seller is subject or any material agreement or contract to which Seller is a party or to which Seller is subject or constitute a material default thereunder.

5.3 Binding Agreement. This Agreement constitutes, and all other agreements and instruments entered into or delivered in connection with the transactions contemplated hereby will constitute, the valid and binding obligations of Seller and are enforceable against Seller (or upon execution and delivery will be enforceable against Seller), in accordance with their respective terms.

5.4 Personal Property. Except as noted in the Schedule 1.1(b) The Station's transmitting equipment included in the Station Assets is operating in accordance with the terms and conditions of the Station Licenses and the rules, regulations and policies of the FCC.

5.5 Title to Station Assets. Seller has good and marketable title to all of the tangible personal property except as noted in Schedule and the Real Estate included in the Station Assets.

5.6 Licenses. The Licenses listed in Schedule 1.1(a) are and will be at the Closing Date, valid and existing authorizations in every respect, held by Seller, for the purpose of operating the Station, issued by the FCC under the Communications Act of

1934, as amended, for the full term of such license; To the best of Seller's knowledge, there are no proceedings or complaints pending before the FCC relating to the business or operations of the Station. Seller has delivered to Buyer true and complete copies of the Licenses, including any and all amendments and other modifications hereto. Public files for the Station have been maintained in accordance with the rules and regulations of the FCC. To the best knowledge of Seller, there are no facts which would disqualify Seller as assignor of the Station's Licenses under the Communications Act of 1934, as amended or the rules and regulations of the FCC.

Section 6 Buyer's Representations and Warranties. Buyer represents, warrants and agrees as follows:

6.1 Due Organization. Buyer is The Sportzmax, Inc., duly organized, validly existing and in good standing under the laws of the State of Florida, has the power and authority to conduct its business as presently conducted and as proposed to be conducted upon the acquisition of the Station's assets.

6.2 Authorization of Agreement: No Breach. The execution, delivery and performance of this Agreement have been duly and validly authorized and approved by all necessary member action on behalf of Buyer. Buyer has the power and authority to execute, deliver and perform this Agreement and such other agreements necessary to consummate the transactions hereby contemplated and this Agreement constitutes, and such other agreements will constitute the valid and binding obligation of Buyer. Neither such execution, delivery and performance nor compliance by Buyer with the terms and provisions hereof or thereof will (assuming receipt of all necessary approvals from the FCC) conflict with or result in a breach of any of the terms, conditions or provisions of the articles and/or membership agreement of the Buyer or any judgment, order, injunction, decree, regulation or ruling of any court or other governmental authority to which Buyer is subject or any material agreement or contract to which Buyer is a party to or to which it is subject or constitute a material default thereunder.

6.3 Qualification. To the best of Buyer's knowledge, under present law (including the Communications Act of 1934, as amended) and present rules, regulations and practices of the FCC, Buyer qualifies as an assignee of the Licenses and Buyer will not by omission or commission knowingly take, or fail to take, any action which Buyer knows or as reason to know would cause its disqualification as such assignee or delay action by the FCC with respect to the application for FCC consent contemplated hereunder. Should Buyer become aware of any facts which may disqualify Buyer as such assignee, it will promptly notify Seller in writing thereof and use its best efforts to prevent any such disqualification.

6.4 No Litigation. There is no material litigation or other judicial or administrative proceeding pending or, to the best of Buyer's knowledge, threatened against Buyer which might adversely affect Buyer's power, authority or ability to enter into this agreement and to carry out the transactions contemplated hereby.

Section 7. Assumption of Certain Liabilities. Buyer assumes only the liabilities of the Seller set forth on Schedule 1.4 which obligations Buyer agrees to assume at Closing.

Section 8. Rights of Indemnification.

8.1 Indemnification by Seller. Seller hereby agrees to indemnify, defend and hold Buyer harmless from and against any and all losses, costs, damages, liabilities, claims actions, and expenses (including reasonable legal fees and other expenses incident hereto) of every kind, nature or description (“**Damages**”), arising out of or in connection with: (a) the material breach of any representation or warranty of Seller set forth in this Agreement; (b) the material nonfulfillment of any Seller’s covenants or other agreements contained in or arising out of this Agreement or the transactions contemplated hereby.

8.2 Indemnification by Buyer. Buyer hereby agrees to indemnify, defend and hold the Seller harmless from and against any and all Damages arising out of, or in connection with: (a) the breach of any representation or warranty of Buyer set forth in this Agreement; (b) the nonfulfillment of any of Buyer’s covenants or other agreements contained in or arising out of this Agreement or the transactions contemplated hereby.

Section 9. Seller’s Performance at Closing. At the Closing hereunder, the Seller will:

- (a) Deliver to Buyer assignment of the Licenses;
- (b) Deliver to the Buyer a bill of sale in respect of the Station’s Assets;
- (c) Deliver to the Buyer assignment of the lease for the current studio site identified in Schedule 1.1(e)
- (d) Deliver to Buyer all other necessary assignments of contracts, agreements etc.;
- (e) Deliver to Buyer any necessary corporate documents authorizing Seller’s sale of the Station Assets as contemplated by this Agreement.

Section 10. Buyer’s Performance at Closing. At the Closing hereunder, the Buyer will;

- (a) Pay to Seller the Purchase Price, in accordance with the terms of Section 2;
- (b) Deliver to Seller an agreement assuming the liabilities and all contracts assumed pursuant to this Agreement; and
- (c) Deliver to Seller necessary corporate documents authorizing Buyer’s

purchase of the Station Assets as contemplated by this Agreement.

Section 11. Conditions to Closing. The obligations of each party hereunder are subject to satisfaction, at or prior to the Closing Date, of each of the following conditions;

(a) Representation, Warranties and Covenants.

(i) All representations and warranties of the other party in this Agreement shall be true and complete on and as of the Closing Date, except for changes expressly permitted or contemplated by the terms of this Agreement.

(ii) All of the terms, covenants and conditions to be complied with and performed by the other party on or prior to the Closing Date shall have been complied with or performed.

(b) Government Authorizations. Seller shall be the holder of the Station Licenses and all other material licenses, permits and other authorizations listed in Schedule 1.1(a) hereto.

(c) FCC Consent. FCC granting of the Assignment Application shall have been issued.

Section 12. Breach. In the event of a material breach by Seller or Buyer of its representations and obligations hereunder, not cured (it being understood that either party shall have the right to cure any breach of representation or warranty by payment of monies sufficient to remedy such breach) within thirty (30) days after written notice to the other party including the remedy of specific performance, the injured party shall have the right to terminate this Agreement.

12.2 Deposit In the event the transaction contemplated by this Agreement does not close, Seller shall be entitled to retain the full Initial Deposit.

Section 13 Miscellaneous.

13.1 Construction. This Agreement shall be constructed and enforced in accordance with the laws of the State of Florida.

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

13.4 Notices. All notices under this Agreement shall be transmitted to the respective party in writing

(i) If to Seller:

John H. Beebe, Managing Member
Beebe Communications, LLC.
P.O. Box 1969
Santa Rosa Beach, Florida 32459

with a copy to (which shall not constitute notice):

Scott C. Cinnamon
Law Offices of Scott C. Cinnamon, PLLC
1090 Vermont Ave., N.W.
Suite 800, # 144
Washington, D.C. 20005
Telecopy No.: 202-789-2929

- (ii) If to Buyer:
The Sportzmax, Inc.
Stephen C. Riggs & Max Howell
4460 Legendary Dr., Suite 100
Destin, FL 32541

13.5 Attorney's Fees. In the event of any dispute hereunder between the parties hereto, the party prevailing in any litigation instituted hereunder shall be entitled to recover from the other its costs and expenses thereof, including, specifically, its reasonable attorney fees.

13.6 Transfer Taxes and Similar Charges. Except as set forth below, all costs of transferring the Station Assets in accordance with this Agreement, including sales, use, excise, recordation, transfer and documentary taxes and fees of the federal government or any agency thereof or any state or local government or agency thereof shall be the responsibility of the Buyer.

13.7 Expenses. The Buyer hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the date and year first written above.

BEEBE COMMUNICATIONS, LLC.
(Seller)

By: _____
John H. Beebe, Managing Member

The Sportzmax, Inc.
Steve Riggs/Max Howell
(Buyer)

By: _____