*Execution Version*

# ASSET PURCHASE AGREEMENT
# (WARP-CD)

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of October 26, 2012, between LocusPoint Networks, LLC, a Delaware limited liability company ("Buyer"), and Sunshine Broadcasting Company, Inc., a Wyoming corporation ("Seller").

WHEREAS, Seller holds the authorizations for Class A television broadcast station WARP-CD, Tampa-St. Petersburg, Florida (the "Station"), issued by the Federal Communications Commission (the "FCC"), which Station is assigned FCC Facility ID Number 55106; and

WHEREAS, Seller desires to sell the Station Assets (as hereinafter defined) and Buyer desires to acquire the Station Assets.

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

## ARTICLE 1
## SALE OF ASSETS

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (as defined in Article 4), Seller shall sell, assign and deliver to Buyer, and Buyer shall acquire, assume and receive from Seller, all of the right, title and interest of Seller in and to certain assets, properties, interests and rights that are used in the operation of the Station (the "Station Assets") as follows:

(a) licenses, permits and other authorizations issued to Seller by the FCC (the "FCC Licenses"), described in Schedule 1.1(a);

(b) transmitter, antenna, cables and other tangible personal property (the "Tangible Personal Property"), described in Schedule 1.1(b);

(c) the Transmitter/Antenna Site Lease Agreement used in the operation of the Station, described in Schedule 1.1(c);

(d) network affiliation and retransmission consent agreements, as well as any other contracts and agreements in connection with the business and operations of the Station, in each case solely to the extent described in Schedule 1.1(d) (the "Contracts");

(e) the call letters "WARP", including any suffix, and any software licenses or other rights associated with any of the Assets or used by Seller in the operation of the Station; and

(f) the Station's local FCC public inspection file.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following (the "Excluded Assets"):

(a) all cash and cash equivalents of Seller;

(b) accounts receivable arising from the operation of the Station prior to the Closing; and

(c) the name "Sunshine Broadcasting Company, Inc."

1.3 Purchase Price.

(a) Purchase Price. The purchase price to be paid for the Station Assets will be Three Million Fifty Thousand Dollars ($3,050,000.00), as adjusted pursuant to Section 3.1 hereof (the "Purchase Price").

(b) Deposit. Concurrently with the execution of this Agreement, Buyer, Seller, and Patrick Communications, LLC ("Agent"), have entered into an Escrow Agreement (the "Escrow Agreement") pursuant to which Buyer will deliver to Agent 10% of the Purchase Price. At the Closing, the Escrow Deposit shall be delivered to Seller as a credit against the Purchase Price amount due from Buyer. Should this Agreement be terminated prior to the Closing, the Escrow Deposit shall be distributed as set forth in Section 15 below.

(c) Signing Bonus. Within five (5) business days after the date of this Agreement, Buyer will deliver to Seller the sum of Five Thousand Dollars ($5,000.00) as consideration for execution of this Agreement. The Signing Bonus will be non-refundable but will be credited against the Purchase Price at the Closing. Seller's obligations under this Agreement will terminate at 11:59 p.m. Eastern time on such fifth business day if the Signing Bonus has not been received by that time.

## ARTICLE 2

## ASSUMPTION OF OBLIGATIONS

2.1 Security Interests. The Assets shall be sold and conveyed to Buyer free and clear of all mortgages, liens, deeds of trust, security interests, pledges, options, restrictions, prior assignments, charges, claims, defects in title and encumbrances of any kind or type whatsoever (collectively, the "Security Interests") except for: (i) liens for Taxes (as defined in Section 7.9), which are not yet due and payable, accruing before the Effective Time, and (ii) the obligations of Seller arising after the Effective Time, which Buyer has agreed to assume under the agreements described in Sections 1.1(c) and (d). The encumbrances described in the foregoing clauses (i) and (ii) are collectively referred to herein as "Permitted Encumbrances."

2.2 Assumed Liabilities. Except as otherwise provided herein and subject to the terms and conditions of this Agreement, simultaneously with the sale, transfer, conveyance and assignment to Buyer of the Assets, Buyer shall assume, and hereby agrees to perform and discharge when due, all liabilities and obligations arising or to be performed after the Closing Date under the

Transmitter/Site Lease and Contracts that are effectively assigned and transferred to Buyer (collectively, the "Assumed Liabilities").

2.3 Excluded Liabilities. Other than the Assumed Liabilities, Buyer shall not assume or be liable for, and does not undertake or attempt to assume or discharge any obligation of Seller (the "Excluded Liabilities"), including, without limitation:

(a) any liability or obligation of Seller arising out of any Contract Buyer does not assume under Section 1.1(d);

(b) any liability or obligation of Seller arising out of or relating to any pension, 401(k), employee benefit, retirement or profit sharing plan or trust, or any liability for continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("COBRA");

(c) any obligation to continue to offer employment to any employee of Seller;

(d) any compensation or benefits or any severance pay or similar obligations to any employee or independent contractor of Seller and any related payroll tax or other liability;

(e) any liability or obligation of Seller arising out of or relating to any litigation, proceeding or claim by any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, or governmental entity (or any department, agency, or political subdivision thereof) ("Person") relating to Seller, the Station or the Assets at or before the Closing Date, whether such litigation, proceeding or claim is pending, threatened or asserted before, on or after the Closing Date;

(f) any financial debt or obligation due to the FCC in connection with the Station by any and all entities with taxpayer identification numbers associated with Seller or the Station, existing at or before the Closing Date ("FCC Debt"); and

(g) any and all other liabilities, obligations, debts or commitments of Seller whatsoever, whether accrued now or hereafter, whether fixed or contingent, whether known or unknown, or any claims asserted against Seller, any employee of Seller, the Station or any of the Assets or other items owned by Seller at the Effective Time relating to any event (whether act or omission) at or before the Closing Date, including, without limitation, Seller's obligation to pay Taxes.

2.4 Retained Obligations of Seller. Seller retains and shall hereafter pay, satisfy, discharge, perform and fulfill all obligations other than the Assumed Liabilities, as they become due, without any charge or cost to Buyer.

## ARTICLE 3

## ADJUSTMENTS, ETC.

3.1 Prorations and Adjustments. Except as otherwise provided herein, all prepaid income and accrued but unpaid expenses arising from the conduct of the business and operations

of the Station shall be prorated as of 11:59 p.m. on the Closing Date (the "Effective Time"). Such prorations shall include, without limitation, all ad valorem and other taxes, business and license fees, FCC regulatory fees, and similar prepaid and deferred items. The prorations and adjustments contemplated by this Section 3.1 shall be made to the extent practicable at the Closing, and to the extent not made at the Closing shall be made within ninety (90) calendar days after the Closing Date. Prorated amounts agreed upon at the Closing shall be reflected as an adjustment to the Purchase Price to be paid at the Closing. Promptly following agreement or final determination regarding the prorations contemplated by this Section 3.1, which are not reflected by an adjustment to the Purchase Price, a cash payment in respect of such prorations shall be made by Seller to Buyer or by Buyer to Seller, as the case may be.

3.2 Allocations. Prior to the Closing, an allocation of the purchase price among the Station Assets shall be determined by mutual agreement of the parties. Filings under Section 1060 of the Internal Revenue Code of 1986, as amended, shall be made consistent with such allocation.

## ARTICLE 4
## THE CLOSING

Subject to satisfaction or waiver of the conditions set forth in Articles 10 and 11 below, consummation of the sale of the Station Assets under this Agreement (the "Closing") shall occur on a date (the "Closing Date") mutually agreed upon by the parties which date shall be within ten (10) business days after the FCC grant of its consent to assignment of the FCC Licenses to Buyer (the "FCC Consent") becomes a Final Order (as defined below), unless the requirement of a Final Order is waived by Buyer in its sole discretion, in which case the Closing shall occur within ten (10) business days after the Buyer gives notice to Seller of such waiver. The Closing shall be held at a place mutually agreed upon by the parties, subject to satisfaction or waiver of the conditions to the Closing contained herein. In no instance shall the Closing occur prior to grant of FCC Consent. The term "Final Order" means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC's action is pending or in effect, and the deadline for filing any such appeal or request has passed.

## ARTICLE 5
## GOVERNMENTAL CONSENTS

5.1 FCC Application. Within five (5) business days of the date of this Agreement, Seller and Buyer shall file an application with the FCC (the "FCC Application") requesting the FCC Consent. Seller and Buyer shall diligently prosecute the FCC Application and otherwise use their best efforts to obtain the FCC Consent as soon as practicable, provided, however, that neither party shall be required to participate in a trial-type hearing or judicial appeal. Seller shall take all action required under FCC rules to give timely public notice of the filing of the FCC Application.

5.2 General. Seller and Buyer shall notify each other of all documents filed with or received from any governmental agency (including the FCC) with respect to this Agreement or the transactions contemplated hereby. Seller and Buyer shall cooperate with the FCC in connection with obtaining the FCC Consent, and shall promptly provide all information and documents requested by the FCC in connection therewith. If either Seller or Buyer becomes aware of any fact relating to it that would prevent or delay the FCC Consent, such party shall promptly notify the other party thereof and the parties shall use commercially reasonable efforts to remove any such impediment.

## ARTICLE 6
## REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer makes the following representations and warranties to Seller:

6.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto, to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

6.2 Authorization. The execution, delivery and performance of this Agreement by Buyer have been or will be duly authorized and approved by all necessary action of Buyer. This Agreement is, and each other document when executed and delivered by Buyer will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

6.3 No Conflicts. Neither the execution and delivery by Buyer of this Agreement and any other instrument or agreement hereunder, nor the consummation by Buyer of any of the transactions contemplated hereby or thereby, nor compliance by Buyer with or fulfillment by Buyer of the terms, conditions and provisions hereof or thereof, will: (i) conflict with any organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject or, (ii) require the approval, consent, authorization or act of, or the making by Buyer of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the FCC Consent.

6.4 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf.

6.5 Qualification. Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC.

6.6 Absence of Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Buyer's knowledge, threatened, against Buyer relating to or affecting this Agreement or the transactions contemplated hereby, nor, to Buyer's knowledge, is there a basis for any such suit, arbitration, administrative charge, or other legal proceeding, claim or governmental investigation.

## ARTICLE 7
## REPRESENTATIONS AND WARRANTIES OF SELLER

Seller makes the following representations and warranties to Buyer:

7.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the State of Wyoming. Seller has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller pursuant hereto, to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

7.2 Authorization. The execution, delivery and performance of this Agreement by Seller have been or will be duly authorized and approved by all necessary action of Seller. This Agreement is, and each other document when executed and delivered by Seller will be, a legal, valid and binding agreement of Seller enforceable in accordance with its terms, except in each case as such enforceability may be limited by bankruptcy or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

7.3 Absence of Conflicting Agreements or Required Consents. Except as with respect to FCC and other governmental consents, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby by Seller: (a) do not and will not require the consent of any third party (other than the consents to the assignments of the agreements set forth in Schedules 1.1(c) and (d)); (b) do not and will not violate any applicable law, judgment, order, injunction, decree, rule, regulation or ruling of any governmental authority to which Seller is a party or by which Seller or the Station Assets are bound; (c) subject to release of existing liens (as described in Section 7.7 hereof) prior to or simultaneously with Closing, if any, do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any lease, contract, agreement, instrument, license or permit to which either Seller or the Station Assets are now subject; and (d) do not and will not result in the creation of any lien, charge, security interest, or encumbrance on any of the Station Assets.

7.4 FCC Authorizations.

(a) Schedule 1.1(a) is a complete list of the FCC Licenses. Seller has delivered to Buyer true copies of the FCC Licenses. The FCC Licenses and other licenses, permits and authorizations listed in Schedule 1.1(a) are held by Seller, and have been issued for the full term customarily issued to television broadcast stations. The FCC Licenses are in full

force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired.

(b) To the knowledge of Seller, there are no complaints or proceedings pending or threatened before the FCC relating to the operation of the Station, other than proceedings affecting the broadcasting industry generally. Seller is not subject to any outstanding judgment or order of the FCC relating to the Station.

(c) All material reports, filings and payments required to be filed with or paid to the FCC and any other governmental entity by Seller in connection with the Station or the Assets have been filed or paid. All such reports and filings are accurate and complete in all material respects and from the date hereof to the Effective Time all reports required to be filed will be accurate and complete in all material respects and filed on a timely basis. Seller maintains appropriate public files as required by FCC rules. Seller is operating only those facilities for which appropriate FCC Licenses have been obtained and are in full force and effect. The Station has been at all times during the current license term, and will be between the date of this Agreement until the Closing Date, operating in compliance with the terms and conditions of the FCC Licenses, the Communications Act and the current rules, regulations and policies of the FCC applicable to the Station in all material respects. Without limitation to the foregoing, the Station has been at all times during the current license term, and will be between the date of this Agreement until the Closing Date, operating in compliance in all material respects with the terms and conditions of the FCC Licenses, the Communications Act and the current rules, regulations and policies of the FCC for the Station to maintain its status as a Class A television station, including, without limitation, requirements to keep a complete public inspection file, broadcast the minimum required hours of operation, and broadcast the types of programming required by the FCC's rules and policies for Class A stations.

7.5 Transmitter/Antenna Equipment and Lease. All of the fixtures, towers and improvements owned by Seller and located at the site covered by the Transmitter/Antenna Site Lease Agreement in Schedule 1.1(c) (the "Owned Improvements") are in good operating condition and repair. Seller has received no notice alleging that the Owned Improvements fail to comply with applicable zoning laws or the building, health, fire and environmental protection codes of applicable governmental jurisdictions. With respect to the Transmitter/Antenna Site Lease Agreement: (i) it shall be in full force and effect at Closing, (ii) all accrued and currently payable rents and other payments required under the Lease Agreement to be paid by Seller have been paid, (iii) Seller is in peaceable possession of the applicable site covered by the Lease Agreement, and (iv) neither Seller nor, to Seller's knowledge, any other party thereto is in default under the Lease Agreement.

7.6 Contracts. Other than Contracts for the sale of advertising time, Schedule 1.1(d) accurately describes all contracts, agreements, powers of attorney, guaranties, surety arrangements or other commitments related to the operation of the Station, to which Seller is a party. Seller has provided to Buyer true copies of all Contracts described on Schedule 1.1(d) and all amendments, modifications, extensions and renewals thereof. Seller is not in material violation or breach of any of the terms, conditions or provisions of any Contract. All accrued and currently payable amounts due from Seller under any Contract have been paid, except where a good faith claim has been raised by Seller. To Seller's knowledge, no other party thereto is in default or breach under any of the Contracts.

7.7 Title to and Condition of Tangible Personal Property. Seller has title to all Tangible Personal Property, free and clear of all liens and encumbrances, except for security interests, if any, that will be released on or before Closing, and except for liens for taxes not yet due and payable and for which Buyer receives a credit pursuant to Section 3.1 hereof ("Permitted Liens"). All of the items of Tangible Personal Property are in good operating condition and repair.

7.8 Compliance With Laws. To Seller's knowledge, Seller has operated and is operating in material compliance with all laws, regulations and governmental orders applicable to the operation of the Station. Seller has not received any notice asserting any noncompliance with any applicable statute, rule or regulation, in connection with the operation of the Station, and, to Seller's knowledge, no investigation is pending or threatened regarding any such matter.

7.9 Taxes. To Seller's knowledge, Seller has filed all federal, state, local and foreign income, franchise, sales, use, property, excise, payroll and other tax returns and forms required to be filed, and has paid in full or discharged all taxes, assessments, excises, interest, penalties, deficiencies and losses required to be paid with respect to the Station.

7.10 Absence of Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or, to Seller's knowledge, threatened against, Seller relating to or affecting this Agreement or the transactions contemplated hereby or the Station Assets, nor, to Seller's knowledge, is there any basis for any such suit, arbitration, administrative charge, or other legal proceeding, claim or governmental investigation.

7.11 Bankruptcy. No insolvency proceedings of any character, voluntary or involuntary, affecting Seller or any of the Station Assets, are pending or, to Seller's knowledge, threatened, and Seller has not made any assignment for the benefit of creditors or taken any action which would constitute the basis for the institution of such insolvency proceedings.

7.12 Brokers. Other than Patrick Communications, whose fee Seller shall be solely responsible to pay at the Closing, no other broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller's behalf.

## ARTICLE 8
## COVENANTS

8.1 Seller's General Covenants. Seller covenants and agrees that between the date hereof and the Closing, Seller shall:

(a) not directly or indirectly, including by dissolution, liquidation, merger or otherwise, sell, lease or dispose of any of the Station Assets unless those assets are replaced in the ordinary course of business consistent with past Seller practices with assets of equal or greater value;

(b) maintain the Tangible Personal Property in its current condition (reasonable wear and tear in ordinary usage excepted);

(c) take all commercially reasonable actions necessary to maintain the Station's Class A status;

(d) obtain any required consents under the Transmitter/Antenna Site Lease Agreement and Contracts to assign such Agreement and Contracts to Buyer at Closing;

(e) furnish Buyer with access to the Station during normal business hours, at times mutually agreeable to Buyer and Seller;

(f) not renew or extend any affiliation agreement prior to Closing, without the written consent of Buyer, so as to obligate the Station beyond 60 days after the Closing; and

(g) not hold any communications, discussions or negotiations with, and shall not, directly or indirectly, solicit, initiate, encourage, induce, or entertain any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to, or consider the merits of, any inquiries or proposals from any person (other than Buyer) relating to any business combination transaction, purchase or acquisition involving the Seller's Station.

8.2 Buyer's General Covenants. Buyer covenants and agrees that between the date hereof and the Closing, Buyer shall:

(a) maintain its qualifications to be the licensee of the Station as set forth in Section 6.5 above, and the accuracy of the other Representations and Warranties of Buyer set forth in Article 6 herein;

(b) take necessary steps as required to be able to pay the Purchase Price and otherwise consummate this transaction; and

(c) notify the Seller promptly of any event, circumstance or occurrence which will interfere with the prompt consummation of this transaction at Closing.

## ARTICLE 9
## JOINT COVENANTS

Seller and Buyer hereby covenant and agree that between the date hereof and the Closing:

9.1 Cooperation. Each party shall cooperate fully with the other in taking any commercially reasonable actions (including to obtain the required consent of any governmental instrumentality or any third party) necessary to accomplish the transactions contemplated by this Agreement, including, but not limited to, the prompt satisfaction of any condition to the Closing set forth herein.

9.2 Control of Station. Buyer shall not, directly or indirectly, control, supervise or direct the operations of the Station prior to the Closing. Such operations, including complete

control and supervision of all programs, employees, finances, and policies, shall be the sole responsibility of Seller until the Closing.

9.3 Publicity. All press releases and other announcements, whether written or oral, to be made by either party with respect to the transactions contemplated by this Agreement, shall be subject to the agreement of the parties prior to the dissemination thereof; provided, however, that either party may make any announcement required by applicable law.

## ARTICLE 10
## CONDITIONS OF CLOSING BY SELLER

The obligations of Seller hereunder are, at its option, subject to satisfaction, at or prior to the Closing of each of the following conditions:

10.1 Representations, Warranties and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to the Closing shall have been complied with or performed in all material respects.

10.2 Governmental Consents. The FCC Consent shall have been obtained and shall be in full force and effect, and shall have become a Final Order (unless Buyer, in its sole discretion, waives the requirement of a Final Order), and no court, administrative or governmental order prohibiting the Closing shall be in effect.

10.3 Other Closing Deliveries. Buyer shall have made each of the deliveries contemplated by Section 13.2 hereof.

## ARTICLE 11
## CONDITIONS OF CLOSING BY BUYER

The obligations of Buyer hereunder are, at its option, subject to satisfaction, at or prior to the Closing of each of the following conditions:

11.1 Representations, Warranties and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller at or prior to the Closing shall have been complied with or performed in all material respects.

11.2 Governmental Consents. The FCC Consent shall have been obtained, shall be in full force and effect, and shall have become a Final Order (unless Buyer, in its sole discretion, waives the requirement of a Final Order), and no court or governmental order prohibiting the Closing shall be in effect.

11.3 Other Closing Deliveries. Seller shall have made each of the deliveries contemplated by Section 13.1 hereof.

11.4 Class A Television Status. The Station shall be licensed by the FCC as a Class A television station, and no "show cause" order or other notice informing the Seller that it must show cause as to why the Station's primary FCC License should not be downgraded from a Class A television license to a low-power television license shall be outstanding and not have been resolved in favor of retaining Class A status.

## ARTICLE 12
## EXPENSES

The costs and expenses incurred in connection with the preparation of this Agreement, all Closing Documents required pursuant to Sections 13.1 and 13.2 hereof, the FCC Assignment Application and any related pleadings and filings, and FCC filing fees, shall be paid equally by Seller and Buyer. The costs and expenses incurred in connection with the performance of and compliance with the terms of this Agreement shall be the separate responsibility of each party.

## ARTICLE 13
## DELIVERIES AT CLOSING

13.1 Seller's Deliveries. At the Closing, Seller shall deliver or cause to be delivered to Buyer:

(a) consents of counterparties, if required, under the Transmitter/Site Lease Agreement and the Contracts, for assignment of such agreements to Buyer;

(b) a certificate, dated the Closing Date and duly executed by an officer or manager of Seller to the effect that the representations and warranties of Seller made in this Agreement are true and correct as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller at or prior to the Closing shall have been complied with or performed;

(c) such bills of sale, documents of title and other instruments of conveyance, assignment and transfer as may reasonably be requested by Buyer to convey, transfer and assign the Station Assets to Buyer, free and clear of liens, except for liens for taxes not yet due and payable and for which Buyer receives a credit pursuant to Section 3.1 hereof; and

(d) a document issued by the FCC indicating that the FCC does not intend to take any action looking toward downgrading the Station to Low Power Television status as a result of its letter of March 13, 2012, to Seller inquiring about the Station's compliance with Class A requirements.

13.2 Buyer's Deliveries. At the Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) such documents and instruments of assumption as may reasonably be requested by Seller for Buyer to assume the Transmitter/Site Lease, Contracts and any other Assumed Liabilities;

(b) a certificate, dated the Closing Date and duly executed by an officer or manager of Buyer to the effect that the representations and warranties of Buyer made in this Agreement are true and correct as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to the Closing shall have been complied with or performed; and

(c) the Purchase Price, less the Escrow Deposit, and as adjusted pursuant to Section 3.1 hereof.

## ARTICLE 14
## SURVIVAL; INDEMNIFICATION.

14.1 Survival. The indemnification obligations of Seller contained in Section 14.2(a) and Buyer under 14.2(b) hereof with respect to Claims (as defined below) made by third parties against Buyer or Seller, as applicable, shall survive for eighteen (18) months after the Closing, those Claims made under this Article 14 that relate to Damages (as defined below) for which timely written notice is given by the indemnified party to the indemnifying party prior to expiration of this survival period, shall survive until resolved.

14.2 Indemnification.

(a) From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against third party losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Buyer's Damages") incurred by Buyer arising out of or resulting from (i) the failure of Seller to perform under any contracts or agreements prior to the Closing; and (ii) the business or operation of the Station prior to the Closing.

(b) From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against third party losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Seller's Damages") incurred by Seller arising out of or resulting from: (i) the failure of Buyer to perform and discharge the Assumed Liabilities; and (ii) the business or operation of the Station after the Closing.

14.3 Procedures. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder on the part of the indemnifying party (a "Claim"), but a failure to give such notice or a delay in giving such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following additional terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim.

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include sufficient description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose such claim, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or opposition to such Claim at any time prior to settlement, compromise or final determination thereof).

(c) Anything herein to the contrary notwithstanding: (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim; (ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the indemnified party of a release from all liability in respect of such Claim; and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim.

## ARTICLE 15
## TERMINATION

15.1 Termination. This Agreement may be terminated at any time prior to the Closing as follows:

(a) by mutual written consent of Seller and Buyer;

(b) by written notice of Seller to Buyer if Buyer has breached in any material respect any of its representations or warranties or other terms of this Agreement, or has defaulted in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default was not cured in accordance with the Cure Period, defined for purposes of this Article 15 as a period commencing on the date that a party receives from the other written notice of breach or default hereunder and continuing for thirty (30) days thereafter;

(c) by written notice of Buyer to Seller if Seller has breached in any material respect any terms of this Agreement, or has defaulted in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default was not cured in accordance with the Cure Period provision above;

(d) by written notice of Seller to Buyer, or Buyer to Seller, if the FCC designates the FCC Application for hearing by a written action or denies the FCC Application by Final Order; or

(e) by written notice of Seller to Buyer, or Buyer to Seller, on or after September 1, 2013, if the Closing shall not have been consummated on or before the date of such notice.

15.2 Damages upon Termination.

(a) The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

(b) Upon termination under Section 15.1 (a) (c), (d), (e), or (f), this Agreement shall be deemed null and void, the Escrow Deposit shall be returned to Buyer. Upon termination under Section 15.1(b), due to default of the Buyer, this Agreement shall be deemed null and void and Seller shall be entitled to retain the Total Deposit as liquidated damages as Seller's exclusive remedy. Seller acknowledges that its damages in the event of termination of this Agreement under the provisions of Section 15(b) above would be difficult to determine and that the Total Deposit is a reasonable and satisfactory substitution for the amount such damages. Except if Buyer is then itself in material default, in lieu of terminating due to Seller's material default, Buyer may, in lieu of return of the Total Deposit, bring an action for specific performance or injunctive relief. In such event, Buyer shall waive the right to sue Seller for damages. An action for specific performance or injunctive relief shall be a reasonable and satisfactory alternative remedy. Seller acknowledges that the Station is a unique asset that cannot be readily replaced on the open market and that Buyer will be irreparably injured if this Agreement is breached by Seller. Therefore, in the event that Buyer institutes any action to obtain injunction relief or to specifically enforce Seller's performance under this Agreement, Seller agrees to waive the defense that Buyer has an adequate monetary remedy at law and Seller shall not interpose any opposition, legal or otherwise, as to the propriety of specific performance or injunctive relief as a remedy for Buyer. Either party may be liable for damages to the other party for material fault for not diligently prosecuting and using good faith in filing the FCC applications, subject to the liquidated damages limitations set forth above.

## ARTICLE 16
## MISCELLANEOUS PROVISIONS

16.1 Assignment. Neither party may assign any of its rights or obligations under this Agreement without the express prior written consent of the non-assigning party, except that Buyer may assign its rights or obligations under this Agreement in whole or in part to a wholly owned subsidiary of Buyer; provided, however, that Buyer shall remain liable for performance of all of its obligations hereunder to the extent that such obligations are not fulfilled by any assignee of Buyer.

16.2 Amendments. No amendment to, or waiver of compliance with, any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver or amendment is sought.

16.3 Risk of Loss. The risk of loss, damage or destruction to any of the Station Assets from fire or other casualty or cause shall be borne by Seller at all times before the Effective

Time. For any such loss, damage or destruction, the proceeds of any claim payable under any insurance policy with respect thereto, shall be used to repair, replace or restore any such property to its former condition, subject to the conditions stated below. It is expressly understood and agreed that, in the event of any loss or damage to any of the Station Assets from fire, casualty or other causes before the Closing, Seller shall notify Buyer of same in writing immediately. Such notice shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable) and the insurance coverage. If the damaged property is not substantially repaired, replaced or restored on or before the Closing Date, Buyer at its sole option: (a) may elect to postpone Closing until such time as the property has been completely repaired, replaced or restored to the reasonable satisfaction of Buyer if the repair, replacement or restoration can be accomplished within three (3) months following the date of the loss or damage or the Closing Date, whichever is the earlier, and (b) may elect to consummate the Closing and accept the property in its then condition, in which event Seller shall pay to Buyer all unused proceeds of insurance and assign to Buyer the right to any unpaid proceeds; or (c) terminate this Agreement and the Total Deposit shall be returned to Buyer.

16.4 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

16.5 Governing Law. To the extent not governed by federal communications laws, the construction and performance of this Agreement shall be governed by the laws of the State of Delaware applicable to contracts made and to be fully performed within such State, without giving effect to the choice of law provisions thereof that may require the application of the laws of any other state.

16.6 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, or on the next business day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery (or to such other address as any party may request by written notice):

If to Seller: Mr. Randolph M. Weigner
c/o Carlene Gordon
3717 Brookhill Drive
Myrtle Beach, SC 29588

and to (which shall not constitute notice):

Peter Tannenwald, Esq.
Fletcher, Heald & Hildreth, PLC
1300 North 17th St., 11th Floor
Arlington, VA 22209-3801

If to Buyer: Ravi Potharlanka
LocusPoint Networks, LLC

Pleasanton Corporate Commons
6200 Stoneridge Mall Road, Suite 300
Pleasanton, CA 94588

and to (which shall not constitute notice):

Jonathan V. Cohen, Esq.
Wilkinson Barker Knauer, LLP
2300 N Street, NW, Suite 700,
Washington, DC 20037

16.7 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic means shall be as effective as delivery of a manually executed original counterpart of this Agreement.

16.8 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

16.9 Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, unless such construction would alter the fundamental purposes of this Agreement and/or reduce the Purchase Price beyond adjustments pursuant to Section 3.1.

16.10 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

16.11 Terms Generally. The defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." All references herein to Articles, Section, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require.

16.12 Attorneys' Fees. In the event of a dispute relating to this Agreement involving the interpretation or enforcement of the terms of this Agreement, resulting in litigation brought by either party, the prevailing party in such litigation shall be entitled, in addition to other relief ordered by the Court, to reasonable attorneys' fees and expenses.

16.13 Further Assurances. After the Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

16.14 Confidentiality. Except for information about the Station and the Station Assets acquired by Buyer at the Closing for each Station and except where such information is known through other lawful sources or where its disclosure is required in accordance with applicable law, including requirements of the FCC, Buyer and Seller shall keep confidential all information obtained by it with respect to the other party in connection with this Agreement. If any transaction contemplated herein is not consummated for any reason, Buyer and Seller shall return to each other or destroy, without retaining a copy thereof in any medium whatsoever, any schedules, documents or other written information, including all financial information, obtained from the other in connection with this Agreement and the transaction contemplated hereby.

[*remaider of page intentionally left blank – signature page follows*]

*Signature Page for Asset Purchase Agreement (WARP-CD)*

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first set forth above.

SELLER: SUNSHINE BROADCASTING COMPANY, INC.

By: _____
Randolph M. Weigner
President and Sole Shareholder

BUYER: LOCUSPOINT NETWORKS, LLC

By: _____
William D. deKay
Chief Executive Officer and Co-Founder

***Signature Page for Asset Purchase Agreement (WARP-CD)***

IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date first set forth above.

SELLER: SUNSHINE BROADCASTING COMPANY, INC.

By: _____
Randolph M. Weigner
President and Sole Shareholder

BUYER: LOCUSPOINT NETWORKS, LLC

By: _____
William D. deKay
Chief Executive Officer and Co-Founder

## Table of Schedules


| | |
|---|---|
| 1.1(a) | Licenses, Permits and Authorizations |
| 1.1(b) | Tangible Personal Property |
| 1.1(c) | Transmitter/Site Lease Agreement |
| 1.1(d) | Contracts |

## Schedule 1.1(a)

## Licenses, Permits and Authorizations

## WARP-CD

License: File No. BLDTA-20091029ABJ, granted 11/10/2009, expires 02/01/2013

Pending Application: File No. BRDTA-20120924AAD (license renewal)

No Broadcast Auxiliary Service licenses.

## Schedule 1.1(b)

## Tangible Personal Property

## WARP-CD

Andrew Channel 20 Broadcast TV Antenna
1 5/8" Air Transmission Line: 500' +/-
Electtronica Transmitter
Amigo Exciter
Blonder Tongue SD4E-ASI 4 Channel Encoder
Adtec Duet Video Server: 4 Quantity
4 Channel Gorman Redlich EAS Receiver
Gorman Redlich CAP EAS Receiver
2 Rolls AM/FM EAS Radios
15" Monitor, Keyboard, Mouse
Sonicwall Router
Equipment Cabinet

## Schedule 1.1(c)

## Description of Transmitter/Antenna Site Lease Agreement

## WARP-CD

License Agreement, Contract No. 92-04-388, between Lodestar Tower St. Petersburg, Inc. and WAVE-TV, Inc., dated March 22, 1993, effective July 1, 1993, for antenna and transmitter space for WARP-CD, at 10608 Gandy Boulevard, St. Petersburg, Florida 33716, known to Licensor as the St. Petersburg FL 644 Tower Site. Initial term of 2 years with one 3-year and three 5-year renewal terms, with renewal requiring affirmative notice by Licensee.

Amended December 24, 2007, to substitute American Tower Assest Sub LLC and Sunshine Broadcasting Co., Inc. as parties and to make other adjustments.

Seller has delivered true and correct copies of the License Agreement and amendment to Buyer.

## Schedule 1.1(d)

## Contracts

None.