

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement, dated August 20, 2014, constitutes agreement between City Commons, LLC VA series A, a Montana Limited Liability Company (Buyer), Starboard Media Foundation, Inc. (Seller) and Edward A. Schober, (Option holder) an Individual resident of the State of New Jersey

Whereas Seller is the Permittee of FM Translator Station construction permit, W275BV (the Station), authorized to Winchester, VA, FCC ID number 144808 pursuant to construction permits, and authorizations issued by the Federal Communications Commission.

Whereas on 16th of July 2013, Seller entered into an option agreement (Option Agreement) with the Option Holder to purchase W275BV, for a fixed price and the Option Holder has completed the FCC filings and other requirements detailed in the option agreement culminating in the grant of a construction permit for W275BV, thereby complying with the requirements for execution of the option.

Whereas Option Holder seeks to transfer his option rights to Buyer.

Whereas Buyer, who is partially owned by Option Holder, seeks to execute the Option in its own name, and with the consent of the Option Holder.

Whereas Buyer and Seller have agreed that Seller shall sell and assign and Buyer shall purchase and acquire the Station, by assignment of the station's construction permit on the terms and conditions contained in this document.

Now, therefore, in consideration of the foregoing and of the mutual promises and covenants contained herein, the parties intend to be bound legally, agree as follows:

PURCHASE OF ASSETS

Assignment of Option from Option Holder to Buyer

Option Holder hereby assigns to Buyer its Option to acquire the Station from Seller pursuant to that Option Agreement between Seller and Option Holder dated July 13, 2013.

Assets To Be Sold

On the closing date, Seller shall sell to Buyer and Buyer shall purchase, all rights, interest and authorizations of the Seller required for operation of the Station, to include all construction permits issued by the FCC, including the FCC's consent to the transfer of the Station's permit.

Purchase Price

The purchase price for the Permit Assets shall be Eleven Thousand and No/100 U.S. Dollars (\$11000.00) including the purchase price credits described in Section 6 of the Option Agreement between Option Holder and Seller, dated July 16, 2013. Seller shall provide a detailed accounting of its expenses related to the FM Translator Auction and related to its expenses in connection with this transaction to the Buyer and Option Holder. This accounting shall be transmitted at least 10 days before the closing date, unless waived by the Buyer.

Payment of Purchase Price

Buyer shall pay the purchase price as follows:

Upon close and transfer. \$11,000 less the purchase price credits listed above by certified check or bank wire transfer in immediately available funds.

Closing Date

The closing shall utilize a procedure mutually acceptable to the parties and shall occur no later than 45 business days after the date the Federal Communications Commission's consent to the transfer of the permit is published in the FCC's Public Notices.

SELLER'S REPRESENTATIONS AND WARRANTIES

Organization and Standing

Seller is duly incorporated in the State of Wisconsin and has full power and authority to be the Permittee of the Station, and to transfer the Station to Buyer.

Authorization and Binding Obligation

Seller has full power and authority to enter into and perform this agreement and the transactions contemplated hereby.

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Absence of Conflicting Agreements

This agreement does not require the consent of any party not a signatory to this agreement except the prior approval of the Federal Communications Commission.

Litigation

To the best of Seller's knowledge, there is no litigation, proceeding or investigation pending that would impact upon this transaction.

Liabilities

Seller shall deliver to Buyer all assets free and clear of liens or encumbrances. Seller will not create any mortgage, pledge, lien or encumbrance affecting any of the equipment used by the Buyer to construct W275BV.

FCC Authorizations

The W275BV construction permit BNPFT-20130802ACL, as subsequently modified by FCC License application cited herein is the sole authorization relating to the Station, which to the best of Seller's knowledge, is the only authorization required for the lawful conduct of the business and operations of the station. Seller is the authorized legal holder of the authorization. To the best of Seller's knowledge, all authorizations are in good standing and are in full force and effect.

Compliance with Laws

The Seller has not received any notice asserting non-compliance in any material respect with any state rule or regulation relating to the operation of the station. To the best of Seller's knowledge, Seller is not in default of any judgment, order, injunction or degree of any court, administrative, agency or government authority that may effect this transaction.

BUYER'S REPRESENTATIONS AND WARRANTIES

Organization and Standing

Buyer is a Limited Liability Company, duly organized, validly existing and in good standing under the laws of the State of Montana. Buyer is a qualified Federal Communications Commission licensee, and is eligible to own W275BV under the Federal Communications Commissions rules.

Authority and Binding Obligation

Buyer has full corporate power and authority to enter into and pursue this agreement and the transactions contemplated hereby. The execution and performance of this agreement by Buyer has been duly authorized by all necessary corporate action.

Absence of Conflicting Agreements or Required Consents

The execution, delivery and performance of this Agreement by Buyer does not require the consent of any party not participating in this agreement excepting the Federal Communications Commission and will not violate any applicable law.

Litigation

To the best of the Buyer's knowledge there is no litigation, preceding or investigation pending that would impact upon this transaction.

Encumbrances

Neither Buyer nor Seller will create any mortgage, pledge, lien or encumbrance affecting any of the Permit Assets prior to close.

JOINT COVENANTS OF BUYER AND SELLER

Buyer and Seller each agree as follows:

Conditions

If any event should occur, either written or without the control of any party hereto, which would prevent fulfillment of the conditions upon the obligations of any party hereto to consummate the transactions contemplated by this agreement, the parties hereto will use their reasonable best efforts to cure the event.

Co Operation

The parties hereto shall cooperate fully with each other in taking any actions, including actions to obtain any governmental instrumentality.

Equipment

This agreement is for the purchase of an FCC construction permit, including no equipment. Any equipment used to construct the W275BV FM Translator is to be owned by the Buyer, and the Seller shall have no interest in such equipment.

FCC Consent

It is expressly understood and agreed that the assignment of the Station permits, as contemplated by this agreement is subject to the prior consent and approval of the Federal Communications Commission. Each party shall bear its own costs in connection with the preparation and prosecution of the application for FCC consent. The filing fee for the submission of this application for FCC consent shall be paid by Buyer. Should the application for transfer of the Station's Federal Communications Commission authorities be denied, this transaction shall terminate, with each party obligated to the expenses they may have incurred to that date, and Seller shall refund to the Buyer one half of any FCC fees paid. Upon closing, Seller shall promptly file a notification of Consummation to the Federal Communications Commission.

Instruments of Sale and Transfer

At closing, Seller shall deliver to Buyer the permit, free and clear, for W275BV and the permit transfer authorization from the Federal Communications Commission.

Default

In the event of a material breach by either Seller or Buyer of its representations and obligations herein, not cured by the closing date, the parties may terminate this agreement and seek reparations for damages incurred due to a fault of the other party. Attorney's fees relating to resolution of claims of damages will be paid by the prevailing party.

Execution in Counterparts

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or

on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Notices

Any notice, consent, waiver or other communications shall be sent by certified mail or similar verified delivery method to the addresses below:

If to Option Holder:	Mr. Edward A. Schober 402 10 th Ave PO Box 367 Haddon Heights, NJ 08035
If to Buyer:	City Commons, LLC, VA series A PO Box 367 Haddon Heights, NJ 08035
If to Seller:	Starboard Media Foundation, Inc. 1496 Bellevue, Suite 202 Green Bay, WI 54311 avanden@relevantradio.com
With copy to:	Denise B. Moline, Esq. 358 Pines Blvd Lake Villa, IL 60046 dbmoline@comcast.net

This agreement shall be governed by and construed in accordance with the laws of the State of Delaware. This agreement may be executed in counterparts with each individual signature page to be deemed part of the original document.

In witness hereof, the parties have agreed and executed this agreement as of the day and year written above.



20 August 2014

Edward A. Schober

City Commons, LLC VA series A



20 August 2014

By: Edward A. Schober

Starboard Media Foundation, Inc.



20 August 2014

By:

Fr. Francis Hoffman, Executive Director