

## **ASSET PURCHASE AGREEMENT**

THIS AGREEMENT, entered into as of this 1<sup>st</sup> day of April, 2012, by and between Epcot Broadcasting, LLC ("Seller") and Bayshore Media, LLC ("Buyer");

### **W I T N E S S E T H:**

WHEREAS, Seller is the owner, operator, and licensee of Radio Station WQMR-AM (Station) at Ocean City, Maryland and FM translator (W286BB) Ocean Pines, MD; and

WHEREAS, Buyer desires to acquire certain assets and rights used, useful or intended to be used, in the business and operation of WQMR, and to secure an assignment of the licenses and other authorizations issued by the Federal Communications Commission ("FCC") for the operation of WQMR, and Seller desires to sell, assign, transfer and convey the same to Buyer pursuant to the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual covenants herein contained, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. DEFINITIONS:** Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

(a) Closing Date or Closing means a date to be designated by Buyer which shall not be earlier than the forty-fifth (45th) business day after the FCC provides Notice that it has approved and granted the assignment of the WQMR license; provided, however, that, in the event of any post-grant protest of the Application, either Seller or Buyer shall have the option to extend the Closing Date to a date not later than the tenth (10th) business day after the Commission's consent and approval has become a Final Order.

(b) Final Order means an Order of the FCC granting its consent and approval to the assignment of the WQMR licenses and authorizations from Seller to Buyer, which is no longer subject to rehearing, reconsideration or review by the FCC, or to a request for stay, an appeal or review by any court under the Communications Act of 1934, or the Rules and Regulations of the FCC.

**2. SALE AND TRANSFER OF ASSETS:** On the Closing Date, Seller agrees to sell and shall sell, transfer, assign, convey and deliver to the Buyer good and marketable title, free and clear of all liens, encumbrances, taxes, claims, options, liabilities, commitment, charges, restrictions, and other obligations of whatsoever nature, certain

assets of WQMR, including but not limited to the following: the goodwill of WQMR, all tradenames, trademarks and service marks used by WQMR, all FCC Licenses and Authorizations associated with WQMR, subject to the necessary approvals for assignment, as hereinafter set forth; and equipment as listed on "**Exhibit 1**," attached hereto and incorporated herein, as well as all of Seller's rights under manufacturers' and vendors' warranties relating to such items listed on Exhibit 1, provided that the assets to be transferred shall not include:

- a. Seller's charter documents and such other books and records as pertain to the organization and existence of Seller and copies of all tax-related business records as Seller shall require;
- b. Any cash, certificates of deposit, cash equivalents, and marketable securities on hand and/or in banks and any prepaid assets; and,
- c. Accounts and notes receivable for services fully performed or provided by Seller prior to the Closing Date.

Notwithstanding the foregoing, Buyer may make duplicate copies of any tax-related business records retained by the Seller.

Seller is assigning the WQMR-AM license and associated broadcast equipment assets, to Buyer "as is" without any representation or warranty as to their suitability, merchantability, usability, performance, condition or non-interference with other broadcasters, or any other warranty as to the future performance or reliability of the WQMR-AM license and associated broadcast equipment assets. However, any time prior to Closing, Buyer and its agents and consultants shall be entitled to perform one or more due diligence inspections of the WQMR assets, and Buyer shall be permitted to withdraw from this transaction, without penalty or recourse, if any such inspection reveals a material and substantial discrepancy in the condition of said broadcast equipment assets, or if the site lease agreement cannot be assigned to Buyer without any substantial and material changes from the current site lease agreement.

### **3. PURCHASE PRICE, METHOD OF PAYMENT AND TERMS, ALLOCATION**

The total consideration to be paid by Buyer to Seller pursuant to this Agreement is Ten Thousand Dollars (\$ 10,000.00).

- a. At Closing, Buyer shall deliver to Seller a bank check or wire transfer in the amount of Ten Thousand Dollars (\$10,000.00).

4. **ENTIRE AGREEMENT**: This Agreement is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like instrument.

5. **GOVERNING LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland.

6. **COUNTERPARTS**: This Agreement may be executed in counterparts.

7. **HEADINGS**: The headings of the Paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only, and in no way define, limit or describe the scope of this Agreement nor the intent of any Paragraph hereof.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals.

SELLER:

BUYER:

**Epcot BROADCASTING, LLC**

**BAYSHORE MEDIA, LLC**

By: \_\_\_\_\_

Vincent Klepac  
Managing Member

By: \_\_\_\_\_

Vince Klepac  
Managing Member

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit 1 ,Equipment List.

Harris 1K AM transmitter

Orban 9200U

Belar Modulation Monitor

Ptek 300 watt transmitter FM

Scala FM antenna

Omnia one FM processor

300FT Andrew ½ Coax

Sine Systems remote

2- AM towers (144FT)

2- Tuning Units

Potomac Phase Monitor

Barix 100

Promatch

LPB Board

Inovonics Modulation Monitor FM