

## **BUSINESS PURCHASE AGREEMENT**

This Business Purchase Agreement (“the Agreement”) is made and entered into as of this 25<sup>th</sup> day of August, 2005, by and between **East Coast Broadcasting, Inc. (WKEN)**, a Delaware corporation with offices at 1125 Walker Road, Dover, Delaware 19904 (hereinafter the “Seller”); and **WXXY Broadcasting, Inc. A Nonprofit Corporation**, with offices at 1125 Atlantic Avenue, Suite 748, Atlantic City, New Jersey 08401 (hereinafter the “Buyer”).

### **WITNESSETH:**

WHEREAS, the Seller is the owner and operator of East Coast Broadcasting, Inc. a business located at 1125 Walker Road, Dover, Delaware, known as WKEN (the “Business”).

WHEREAS, the Buyer wishes to acquire the Assets only of the Seller’s business (exclusive of the real property and improvements thereupon), together with its name and good will, in exchange for the purchase price specified in this Agreement on the terms and conditions hereinafter set forth and Seller wishes to sell said Assets to Buyer for such purchase price and upon such terms.

WHEREAS, the Buyer and Seller believe it to be in their respective best interests to enter into this Agreement setting forth the understandings and agreements reached between them and particularly as provided herein.

NOW THEREFORE, in consideration of the foregoing Premises, the mutual covenants herein contained and other good and valuable consideration of receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows;

ARTICLE ONE: PURCHASE AND SALE OF ASSETS CONNECTED WITH  
WKEN:

1.1 Transfer and Assignment of the Assets, Name and Good Will. At the Closing (as defined in Section 7.1 of this Agreement), subject to the terms and conditions set forth in this Agreement: (a) Seller shall convey, transfer, assign, set over and deliver to Buyer all of Seller's right, title and interest in and to (i) all of the Fixed Assets Inventory of the Business located at 1125 Walker Road, Dover, Delaware, (ii) all of the other Inventory of the Business located at the same address, (iii) grant the use of the name WKEN wherever desired by the Buyer, (iv) Seller shall transfer the WKEN FCC license to Buyer, (v) convey all other relevant documents necessary to complete the transition of the Business without interruption and exclusive of the real property and improvements thereupon; and (b) Buyer shall purchase the Business and its Assets from Seller.

1.2 No Responsibility for Liabilities. Buyer shall not be responsible for and is not assuming or agreeing to discharge any debts, liabilities or obligations of Seller, where accrued now or hereafter, and whether known, unknown, contingent or otherwise, except those exclusive to WKEN.

## ARTICLE TWO: PURCHASE TERMS

2.1 Purchase Price. Manner of Payment. The purchase price (the "Purchase Price") to be paid by Buyer pursuant to this Agreement for the Business shall be the sum of ONE DOLLAR (\$1.00), which shall be paid at Closing.

## ARTICLE THREE: REPRESENTATIONS AND WARRANTIES OF THE SELLER

Seller hereby represents and warrants to the Buyer as follows:

3.1 Absence of Litigation, Claims, Disputes or Violations. To the best knowledge of Seller, there are no investigations, claims, disputes or litigation pending or threatened against the Seller, which in the aggregate are reasonably likely to have a material adverse effect on the Seller or the Assets and neither the Seller nor the Assets are subject to any existing judgment, order or decree in which relief is sought against the Seller or the

Assets. To the best knowledge of Seller, no violation of any statute, law, ordinance, rule or regulation has occurred relating to the Assets or Seller's conduct of its business at the Premises.

#### ARTICLE FOUR: REPRESENTATIONS AND WARRANTIES OF THE BUYER

Buyer hereby represents and warrants to the Seller as follows:

4.1 Organization Status. Buyer has all requisite power and authority to enter into and perform the terms of this Agreement.

4.2 Authority. The execution and delivery of this Agreement and the consummation of this transaction contemplated hereby have been duly authorized and approved by the Buyer. This Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms and execution. Delivery and performance of this Agreement will not violate any provision of any agreement, instrument, order, judgment or decree to which Buyer is a party or by which it is bound.

#### ARTICLE FIVE: COVENANTS OF THE PARTIES

5.1 Maintenance of the Assets. Seller covenants and agrees that from and after the date hereof until the Closing, it will (i) not dispose of any of the Assets other than in the ordinary course of business, (ii) not subject any of the Assets to any lien, claim charge or encumbrance, except as may already be in place, (iii) maintain the Assets in the condition they exist as of the date hereof, subject to normal wear and tear in the conduct of Seller's business.

5.2 Business Relationships. Seller covenants and agrees that from and after the date hereof until the Closing, it will reasonably endeavor to preserve its present relationships with customers, suppliers, distributors and other persons with whom it does business if the failure to do so would result in a material adverse effect on Seller's business, for benefit of the Buyer.

5.3 Access and Information. Prior to the Closing, the Seller shall permit the Buyer to have access to the Premises and shall provide the Buyer with all information reasonably requested by Buyer with respect to Seller's business and the Assets. Prior to the Closing, the Buyer shall not use any information obtained pursuant to this Section 5.3 for any purpose unrelated to the consummation of the transactions contemplated by this Agreement and, if such transactions are not consummated, it will hold all information and documents obtained pursuant to this Section 5.3 in confidence.

5.4 Best Efforts. Further Assurances. Subject to the terms and conditions herein provided, each of Seller and Buyer shall use its best efforts to take, or cause to be taken, all action, and to do, or cause to be done, all things reasonably necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement.

5.5 Covenants to Survive Closing. The covenants set forth in this Agreement shall survive the Closing of this Purchase Agreement.

## ARTICLE SIX: CONDITIONS PRECEDENT TO CLOSING

6.1 Conditions Precedent to the Seller's Obligations. The obligations of the Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of each of the following conditions (unless waived in writing by the Buyer):

a) All representations and warranties made by the Seller in this Agreement shall be true, correct and complete in all material respects on the date hereof and as of the Closing as though such representations and warranties were made as of the Closing, and the Seller shall have duly performed or complied with all of the covenants, obligations and conditions to be performed or complied with by it under the terms of this Agreement prior to or at Closing.

b) Prior to or at Closing, the Seller shall have delivered to the Buyer all instruments of transfer and conveyance identified herein and such other documents as shall be reasonably requested by the Buyer to vest in Buyer title to the Business and the Assets hereinbefore described, exclusive of the real property.

6.2 Conditions Precedent to the Buyer's Obligations. The obligations of the Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment at or prior to the Closing of each of the following conditions (unless waived in writing by the Seller):

a) All representations and warranties made by the Buyer in this Agreement shall be true, correct and complete in all material respects on the date hereof and as of the Closing as though such representations and warranties were made as of the Closing, and the Buyer shall have duly performed or complied with all of the covenants, obligations and conditions to be performed or complied with by it under the terms of this Agreement prior to or at Closing.

b) Prior to or at Closing, the Buyer shall have delivered to the Seller such closing documents as shall be reasonably requested by the Seller, including but not limited to:

i) Seller shall have received from Buyer prior to or at the Closing such other documents or instruments as the Seller reasonably requests to effect the transactions contemplated hereby, including, but not limited to any governmental agency (FCC) documents required.

## ARTICLE SEVEN: THE CLOSING

7.1 The Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place at a place agreed upon by the Buyer and the Seller on or about October 25, 2005. If for any reason the Closing does not occur, other than due to a breach by the Buyer of its obligations hereunder prior to the Closing, any Deposit shall be returned to the Buyer, without interest. If the Closing does not occur due to a breach by the Buyer of its obligations hereunder, all Deposit monies paid hereunder shall be paid to the Seller. Such a payment to Seller shall not be deemed an election of remedies and shall be in addition to any other claims the Seller may have under law.

7.2 Closing Events. At the Closing, Seller and Buyer shall have satisfied (unless

waived) the conditions set forth in Article Six of this Agreement and shall deliver the documents, instruments and other items required by this Agreement. In addition, Buyer shall assume all costs, fees, charges and expenses incident to this Agreement and the transactions contemplated hereby.

## ARTICLE EIGHT: MISCELLANEOUS

8.1 Condition of the Assets. Seller makes no representation regarding the quality or condition of the Assets.

8.2 Survival of Representations and Warranties. The representations and warranties of this Agreement shall survive the Closing.

8.3 Governing Law: Consent to Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey. Each of the parties hereto irrevocably submits to the jurisdiction of the courts of the State of New Jersey and the United States District Court for the District of New Jersey for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby.

8.4 Assignment: Successors and Assigns: No Third Party Rights. This Agreement may not be assigned by operation of law or otherwise by either Seller or Buyer without the prior written consent of the other party, and any attempted assignment shall be null and void. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives. This Agreement shall be for the sole benefit of the parties to this Agreement and their respective successors, assigns and legal representatives and is not intended, nor shall it be construed, to give any person, other than the parties hereto and their respective successors, assigns and legal representatives, any legal or equitable right, remedy or claim hereunder.

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

8.6 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters covered hereby and supersedes all previous written,

oral or implied understandings between them with respect to such matters.

8.7 Amendment and Modification. This Agreement may only be amended or modified in writing signed by the party against whom enforcement of such amendment or modification is sought.

8.8 Waiver. Any of the terms or conditions of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof, but only by a writing signed by party or parties waiving such terms or conditions.

8.9 No Strict Construction. Each of the Buyer and the Seller acknowledge that this Agreement has been prepared jointly by the parties hereto and their respective counsel, and shall not be strictly construed against either party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

WITNESSES:

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FOR THE SELLER:

**East Coast Broadcasting, Inc.**

Vince Klepac, President

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FOR THE BUYER:

**WXXY Broadcasting Inc.**

**George Krementz, President**

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