

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of December 1, 2019 between **Sportsmaxx Inc.**, a Florida Corporation. ("Seller"), and **Logic Educational Network Inc.**, a Alabama Not For Profit company ("Buyer") or its Assigns.

RECITALS

A. Seller holds the authorizations for radio broadcast station WDSP (AM), De Funiack Springs, Florida (FCC Facility ID No 6082) (the "Station"), issued by the Federal Communications Commission (the "FCC");

B. Seller and Buyer are parties to a Local Programming and Marketing Agreement, dated December 1, 2019 (the "LPMA"), pursuant to which Buyer will buy programming time on the Station in accordance with the FCC's rules and regulations.

C. Subject to the terms and conditions set forth herein, Seller desires to sell the Station Assets (as hereinafter defined) and Buyer desires to acquire the Station Assets.

AGREEMENT

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 I 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 assign, transfer, convey and deliver to Buyer, and Buyer shall acquire from Seller, all of the right, title and interest of Seller in and to certain assets, properties, interests and rights of Seller, tangible and intangible, which are used in the operation of the Station (the "Station Assets"), including the following assets and properties, but excluding the Excluded Assets (as defined in Section 1.2):

(a) Licenses, permits and other authorizations which are issued to Seller by the FCC (collectively, the "FCC Licenses") or other governmental authority with respect to the Station, including those described on Schedule 1.1(a) hereto;

(b) Studio equipment, transmitters, and other tangible personal property (the "Tangible Personal Property"), listed on exhibit 1.1(b);

(c) Seller's rights in and to the Station's call letters to the extent permitted by the FCC;

(d) The Station's local FCC public inspection file;

(e) Rights, if any, under manufacturers' and vendors' warranties;

(f) Any prepaid expenses relating to the Station and the Station Assets (which shall be prorated at the Closing as provided in Section 3.1 of this Agreement);

(g) All tangible personal property located on the premises occupied by the Station, including logos, all trade names, intellectual property, phone systems, computer hardware and software; and

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

(a) all cash and cash equivalents of Seller, including without limitation certificates of deposit, commercial paper, treasury bills, marketable securities, asset or money market accounts and all such similar accounts or investments;

(b) Any property, rights or other assets of any type or nature not specifically listed as included in the Station Assets in Section 1.1.

1.3 Purchase Price. The Purchase Price will be for Buyer to pay back FCC Reg Fees and also Seller will acquire a 1 kW Energy Onix Am Broadcast Transmitter.

ARTICLE 2 ASSUMPTION OF OBLIGATIONS

On the Closing Date, Buyer shall assume only those obligations arising from the business or operation of the Station after the Closing.

ARTICLE 3 ADJUSTMENTS AND ALLOCATIONS

3.1 Proration's and Adjustments. Except as otherwise provided herein and in the LPMA, all deposits, reserves and prepaid and deferred income and expenses arising from the conduct of the business and operations of the Station shall be prorated as of 11:59 p.m. of the Closing Date. Such proration's shall include, without limitation, all ad valorem and other taxes, business and license fees, rents, FCC regulatory fees, and similar prepaid and deferred items. The proration's 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 proration's contemplated by this Section 3.1, which are not reflected by an adjustment to the Purchase Price, a cash payment in respect of such proration's shall be made by Seller to Buyer or by Buyer to Seller, as the case may be.

3.2 Allocations. Seller and Buyer agree to allocate the values of the assets comprising the Station Assets as set forth in Schedule 3.2 attached hereto. Filings under Section 1060 of the Internal Revenue Code of 1986, as amended, shall be made consistent with such agreement.

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 ten (10) business days after the grant of FCC Consent (as defined below) has become Final (also as defined below), unless the Final requirement is waived by Buyer (as provided in Article 5 below), in which case the Closing shall occur after the grant of the FCC Consent within ten (10) business days after Buyer waives the Final requirement. 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, but in no instance shall the Closing occur prior to grant of FCC Consent.

ARTICLE 5
GOVERNMENTAL CONSENTS

5.1 FCC Consent. The Closing is subject to and conditioned upon prior FCC consent to the assignment of the FCC License to Buyer (the "FCC Consent") and such consent has become Final. Buyer, in its sole discretion, may waive the condition that the FCC Consent shall be Final prior to Closing, by giving notice to Seller as provided in Section 16.6 below. "Final" 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.

5.2 FCC Application. Within ten (10) days after the date of this Agreement, Seller and Buyer shall file an application with the FCC (the "FCC Application") request 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. Seller shall take all action required under FCC rules to give timely public notice of the filing of the FCC Application.

5.3 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 Alabama. 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, moratorium, insolvency, reorganization 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 nor 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. There is no broker, finder or other person 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 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, 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 any 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 Florida. 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, moratorium, insolvency, reorganization 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; (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 security interests (as described in Section 7.5 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) contains a true and complete list of the FCC Licenses. The FCC Licenses listed in Schedule 1.1(a) are held by Seller, and have been issued for the full terms customarily issued to radio broadcast stations.

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

(c) There are no facts which, under the Communications Act of 1934, as amended, or the existing rules and regulations of the FCC, would disqualify Seller as the assignor of the FCC Licenses.

7.5 Title to and Condition of Tangible Personal Property. Seller has title to all Station Assets, free and clear of all liens and encumbrances, except the security interests as described in Schedule 7.5 hereof, if any, which security interests 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 being sold to Buyer in "as-is" condition, with no warranty express or implied.

7.6 [Deleted.]

7.7 [Deleted.]

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. 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 is no claim, litigation, or other proceeding pending, or, to Seller's knowledge, threatened against Seller which seeks to enjoin or prohibit, or which otherwise questions the validity of, any action taken or to be taken in connection with this Agreement, or which otherwise involves or affects the Station Assets

7.11 Bankruptcy. No insolvency proceedings of any character, including without limitation, bankruptcy, receivership, reorganization, composition or arrangement with creditors, 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. There is no broker, finder or other person 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

7.13 Insurance. Seller maintains workers compensation coverage, property damage, and other liability insurance and employee health insurance. Such insurance policies are now and through Closing Date will be fully in effect in accordance with their terms

7.14 Employee Claims. To Seller's knowledge, there are no current employment- related administrative proceedings or litigation pending or, so far as known to Seller, threatened against Seller.

ARTICLE 8 COVENANTS

8.1 Seller's General Covenants. Seller covenants and agrees that between the date hereof and the Closing, Seller shall, subject to the terms of the LPMA:

(a) Operate the Station in the ordinary course of business consistent with past Practice; and

(b) 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; and

(c) maintain the Tangible Personal Property in its current condition (reasonable wear and tear in ordinary usage excepted), subject to reimbursement by Buyer for repair and maintenance costs under the terms of the LPMA, if applicable; and

(d) [Deleted.]

(e) at the request of Buyer, file in Seller's name and give permission to Buyer to file in Buyer's name, FCC application(s) for permission to move (or temporarily operate pending grant of the permanent permission to move) the Station's transmitter to a new location specified by Buyer.

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 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 one another 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, as provided in the LPMA.

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 no court, administrative or governmental order prohibiting the Closing shall be in effect.

10.3 Closing Deliveries. Buyer shall have made each of the deliveries contemplated by Section 13.2 hereof or otherwise reasonably required by this Agreement.

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 Governmental Consents. The FCC Consent shall have been obtained, shall be in full force and effect, and no court or governmental order prohibiting the Closing shall be in effect, and shall be Final.

11.2 [Deleted.]

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

ARTICLE 12
EXPENSES

Each party 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, except that the FCC filing fees with respect to the FCC Application shall be paid equally by Seller and Buyer.

ARTICLE 13
ITEMS TO BE DELIVERED AT CLOSING

13.1 Seller's Documents. At the Closing, Seller shall deliver or cause to be delivered to Buyer 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 Permitted Liens.

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 Assumed Obligations;

(b) The Promissory Note for the Purchase Price, as adjusted pursuant to Section 3.1 Hereof, and the Security Agreement, both duly executed by Buyer (and notarized, as applicable) and in the forms of Exhibits B and C attached hereto.

ARTICLE 14
SURVIVAL; INDEMNIFICATION.

14.1 Survival. The covenants, agreements, representations and warranties in this Agreement shall survive for one (1) year, and 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 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) any failure by Seller to perform any covenant or agreement contained in this Agreement, or any other breach or default by Seller under this Agreement; and (ii) the business or operation of the Station before the Closing.

(b) From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against 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) any failure by Buyer to perform any covenant or agreement contained in this Agreement, or any other any breach or default by Buyer under this Agreement; (ii) the failure of Buyer to perform and discharge the Assumed Obligations; and (iii) 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.

(d) All Claims not disputed shall be paid by the indemnifying party within thirty (30) days after receiving notice of the Claim. "Disputed Claims" shall mean claims for Damages by an indemnified party which the indemnifying party objects to in writing within thirty (30) Days after receiving notice of the Claim. In the event there is a Disputed Claim with respect to any Damages, the indemnifying party shall be required to pay the indemnified party the amount of such Damages for which the indemnifying party has, pursuant to a final determination, been found liable within ten (10) days after there is a Final Determination (as defined below) with respect to such Disputed Claim. A "Final Determination" of a Disputed Claim shall be (i) a judgment of any court determining the validity of a Disputed Claim, if no appeal is pending from such judgment and if the time to appeal therefrom has elapsed; (ii) an award of any arbitration determining the validity of such disputed claim, if there is not pending any motion to set aside such award and if the time within which to move to set aside such award has elapsed; (iii) a written termination of the dispute with respect to such claim signed by the parties thereto or their attorneys; (iv) a written acknowledgment by the indemnifying party that he or it no longer disputes the validity of such Claim; or (v) such other evidence of final determination of a Disputed Claim as shall be acceptable to the parties. No undertaking of defense or opposition to a Claim shall be construed as an acknowledgment by such party that he or it is liable to the party claiming indemnification with respect to the Claim at issue or other similar Claims.

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 breaches in any material respect any of its representations or warranties or other terms of this Agreement or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (as defined below);
- (c) by written notice of Buyer to Seller if Seller breaches in any material respect any terms of this Agreement or defaults in any material respect in the performance of any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (as defined below);

(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;

(e) By written notice of Seller to Buyer, or Buyer to Seller, if the Closing shall not have been consummated on or before the date which is twelve (12) months after the execution of this Agreement, and if the party giving notice is not then in default hereunder; or

(f) By written notice of Seller to Buyer, if due to a weather related cause, force majeure, or other cause beyond the control of Seller, a material portion of the Station Assets are damaged or destroyed and Seller elects not to repair or replace such damaged or destroyed Station Assets prior to Closing Date.

The term "Cure Period" as used herein means a period commencing on the date that a party receives from the other certified written notice of breach or default hereunder and continuing for twenty (20) days thereafter.

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) Seller shall not be considered in default if the Closing does not occur due to a weather related cause, force majeure, or other cause beyond the control of Seller.

(c) Upon termination under Section 15.1 (a), (d), (e) or (f), this Agreement shall be deemed null and void, and neither party will have any further liability or obligation to the other, except with respect to Section 12 and the confidentiality provisions provided below, *Upon* termination under Section 15.1(b), due to default of Buyer, this Agreement shall be deemed null and void,. If this Agreement could be terminated pursuant to Section 15.1(c) due to the default of Seller, Buyer may either terminate this Agreement and seek monetary damages for breach of contract or, in lieu of monetary damages, bring an action against Seller for specific performance.

ARTICLE 16 MISCELLANEOUS PROVISIONS

16.1 Replacement of Damaged or Lost Property. The parties agree that upon any damage or loss to any material item of Tangible Personal Property, Seller may elect not to repair or replace such damaged or destroyed or lost material Tangible Personal Property. In that event, Buyer may elect to accept the Tangible Personal Property in such damaged condition or loss and consummate the Closing without further expense to Seller, and if Buyer chooses to do so, Seller will assign insurance proceeds received, if any, by Seller to Buyer; otherwise, this Agreement

will be terminated, and neither party will have any further obligation to the other with the exception of Section 11, and confidentiality provisions in this Agreement.

16.2 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.

16.3 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.

16.4 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. The construction and performance of this Agreement shall be governed by the laws of the State of Alabama 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, including by facsimile, 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, on the 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: Sportsmaxx Inc.
1320 Miricle Strip Parkway
Ste 200
Fort Walton Beach, FL
32548
Attention: R o n H a l e S r

If to Buyer: Logic Educational Network Inc
641 Bayou Blvd
Pensacola, FL 32503
Attention: Bryan A. Covey

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.

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.

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 costs.


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.

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

SELLER:

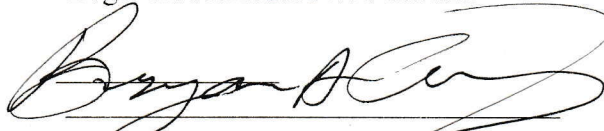
SportsMaxx Inc.

A handwritten signature in black ink, appearing to read "Steven C. Riggs III", is written over a horizontal line.

By: Steven C. Riggs III

BUYER:

Logic Educational Network Inc.

A handwritten signature in black ink, appearing to read "Bryan A. Covey", is written over a horizontal line.

By: Bryan A. Covey. Manager

SCHEDULES and EXHIBITS

Schedule 1.1(a) - FCC Licenses

Schedule 1.1(a) FCC Licenses

Station Call Sign:	WDSP AM
Facility ID No.:	6082
Community of License:	De Funiack Springs, Florida
Frequency:	1280 kHz