

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into this 23rd day of October, 2015, by and between Marconi Wireless of Colorado, LLC, a Colorado Limited Liability Company ("Buyer") and Marco Broadcasting Company ("Seller").

WHEREAS, the Federal Communications Commission ("FCC") has issued to Seller a valid license (BL-20070214ACM) (the "License") to operate AM broadcast station KBUD, Golden, Colorado (Facility ID No. 161314 (the "Station"); and

WHEREAS, subject to the FCC's prior consent, Seller wishes to sell to Buyer the License and certain other assets (including equipment) relating to the operation of Station and Buyer wishes to receive the same from Seller.

NOW THEREFORE, in consideration of the foregoing and the mutual promises, representations and covenants contained herein, the parties, intending to be bound legally, subject to the terms and conditions set forth herein agree as follows:

1. Assignment and Sale of License.

(a) Subject to the terms and conditions set for in this Agreement, Seller agrees to convey, transfer and assign to Buyer at the Closing (as defined in Section 3) all of the Seller's right, title and interest in and to:

(i) the License (copies of which are annexed hereto in Schedule 1);

(ii) the Equipment and Tangible Assets listed on Schedule 2, so that Buyer is able to own and operate the Station after the Closing; and

(iii) the leases, contracts and other agreements that Buyer has agreed to assume from Seller (the "Assumed Agreements").

(b) Buyer shall pay to Seller the consideration in the manner set forth below

(i) Buyer shall deliver to Seller the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) to Seller in immediately available funds on the day this Agreement is signed;

(ii) Buyer shall deliver the remaining consideration to Seller in the manner and amount set forth in Schedule A,

2. FCC Consent. Within three (3) business days of the execution of this Agreement, the parties shall file an application for consent to assign the FCC license for the Station from Seller to Buyer (the "Assignment Application"). The FCC must grant the Assignment Application (the "FCC Consent") before the Closing can take place. Each party shall be responsible for its own costs relating to the preparation of the Assignment Application. Buyer and Seller agree to proceed expeditiously and with due diligence to use their best efforts to cooperate with each other in seeking the FCC Consent.

3. Closing.

(a) The Closing of the transactions contemplated by this Agreement shall take place on a date mutually agreed upon by the parties in writing that is no later than ten (10) business days after the day the FCC Consent becomes a "Final Order" (the "Closing Date"). For purposes of this Agreement, "**Final Order**" shall mean that the FCC Consent: (i) has not been vacated, reversed, or stayed, (ii) has had no timely appeal, request for stay or petition for rehearing, reconsideration or review filed against it, and (iii) is no longer be subject to the filing any such appeal, request, petition, or similar document or for the reconsideration or review by the FCC on its own motion because the filing period for such documents has expired.

(b) At the Closing, Seller shall deliver to Buyer a Bill of Sale and Assignment of License in form agreed to by both parties and any other documents of conveyance reasonably requested by Buyer and necessary to consummate this transaction.

4. Representations and Warranties. Each party hereto expressly represents and warrants that it has the full power and authority to enter into and execute this Agreement. Each party further represents and warrants that the execution and performance of this Agreement does not violate any provision of its corporate documents. Subject only to the FCC Consent, there is no constraint upon either party's legal ability to perform its responsibilities hereunder. Buyer represents and warrants that it has the funds on hand needed to pay Seller the Purchase Price and that Buyer has all of the qualifications necessary to hold the License. Seller represents and warrants to Buyer that at Closing, the License shall be valid and not subject to any restriction or condition that would limit the License or the operation of the Station. Seller further warrants that the License shall not be encumbered in any way and shall be free and clear of all claims. Seller represents that the agreements listed in Schedule 3 have no past due balances and are in full force and effect and that there are no liabilities with respect to any of the assets listed on Schedules 1 and 2.

5. Termination. This Agreement may be terminated by either party without prejudice to any other remedies that party may have, by giving notice of termination to the other party if: (a) the parties jointly agree to terminate the Agreement; (b) the FCC Consent has not been issued within 120 days after the Assignment Application is filed with the FCC or (c) the FCC denies the Assignment Application or designates it for an evidentiary hearing.

6. Miscellaneous.

(a) **Notices.** All notices, demands and communications must be in writing and delivered either by electronic mail or overnight courier.

If to the Seller:

Marco Broadcasting Corporation
950 South Cherry Street
Denver, CO 80220
Email: marcpaskin@aol.com

If to the Buyer

Marconi Wireless of Colorado, LLC
6395 West Berry Avenue

Littleton, CO 80123
Email: ChuckLontine@icloud.com

Each party may change its address for notice purposes by providing written notice in accordance with this Section.

(b) **Assignment and Binding Effect.** This Agreement may not be assigned with the prior written consent of both parties. Further, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

(c) **Governing Law.** Except to the extent governed by federal law, this Agreement shall be governed, construed and enforced in accordance with the laws of the State of Colorado.

(d) **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

(e) **No Waiver.** No provision or condition of this agreement shall be waived by either party hereto except in writing signed by both parties.

(f) **Good Faith.** All parties hereto shall act with reasonable diligence, and in good faith, in performing and discharging their respective duties and obligations hereunder.

(g) **Expenses.** Except as otherwise provided herein, each party shall be solely responsible for its own fees and expenses in connection with all the provisions of this agreement.

(h) **Tower Site and Lease.** Buyer shall assume the lease for the tower site and other contracts relating to the operation of the Station as identified in Schedule 3.

(i) **Benefit of Counsel.** The Parties hereto acknowledge that each of them has had the benefit of counsel of their choice and has been offered an opportunity to review this Agreement with chosen counsel. The Parties hereto further acknowledge that they have, individually or through their respective counsel, participated in the preparation of this Agreement, and it is understood that no provision hereof shall be construed against any party hereto by reason of either party having drafted or prepared this Agreement.

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

Seller:

MARCO BROADCASTING CORPORATION

By: _____

Marc Paskin

Buyer:

MAINSTREET MEDIA OF COLORADO, LLC

By: _____

Chuck Lontine

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

Seller:

MARCO BROADCASTING CORPORATION

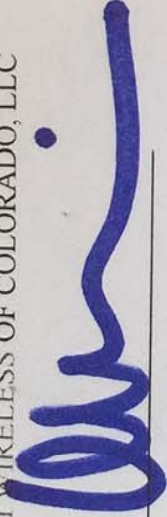
By: _____

Marc Paskin

Buyer:

MARCONI WIRELESS OF COLORADO, LLC

By: _____



Chuck Lontine