

ASSET PURCHASE AGREEMENT

by and among

SELLER COMPANY NAME, LLC

SELLER NAME

and

BUYER COMPANY NAME, LLC

BUYER NAME

Dated January 24, 2014

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“Agreement”) is entered into as of the 24th day of January, 2014 by and among SELLER’S LLC NAME, a Montana limited liability company (“SELLER CO”), Andrew Y (“SELLER NAME”), BUYER’S LLC NAME, a Colorado limited liability company (“BUYER CO”) and Clayton C (“BUYER”).

RECITALS:

SELLER CO is engaged in the business of selling sport fishing equipment via the Internet to customers in various locations. SELLER CO desires to sell, and BUYER CO desires to purchase, on the terms and subject to the conditions set forth below, substantially all of the assets of the business of SELLER CO. The business of SELLER CO that is being sold is operated under the assumed business name “TrollingMotors.net.”

SELLER NAME is the sole member of SELLER CO.

BUYER NAME is the sole member of BUYER CO.

As a condition to the execution of this agreement by BUYER CO and BUYER NAME, BUYER CO and BUYER NAME have requested that SELLER CO and SELLER NAME agree to their respective obligations contained herein. SELLER CO and SELLER NAME acknowledge that each will benefit materially from the sale of assets. Accordingly, SELLER CO and SELLER NAME are willing to execute this Agreement and perform their respective obligations contained herein.

As a condition to the execution of this agreement by SELLER CO and SELLER NAME, SELLER CO and SELLER NAME have requested that BUYER CO and BUYER NAME agree to the obligations contained herein. BUYER CO and BUYER NAME acknowledges that each will benefit materially from the purchase of assets. Accordingly, BUYER CO and BUYER NAME are willing to execute this Agreement and perform their respective obligations contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, the parties hereto, intending to be legally bound, agree as follows:

GLOSSARY OF TERMS

1.1 Glossary of Terms

All capitalized terms used in this Agreement that are not specifically defined herein shall have the meanings assigned to them in the Glossary of Terms attached hereto as Exhibit A and incorporated herein by reference

PURCHASE AND SALE OF ASSETS

1.2 Purchase of the Purchased Assets

Subject to the terms and conditions of this Agreement, at the Closing, SELLER CO hereby sells, conveys, transfers, assigns and delivers to BUYER CO, and BUYER CO hereby purchases and accepts from SELLER CO, for an aggregate consideration equal to the Purchase Price all of the Purchased Assets, free and clear of any and all Liens.

1.3 Retained Assets

Notwithstanding anything to the contrary in this Agreement, SELLER CO does not sell, and BUYER CO does not purchase or accept, the Retained Assets.

1.4 Payment of the Purchase Price

The Purchase Price shall be \$170,049.00, as adjusted as described in Section 2.4. Taking into account any amounts already held in escrow, which shall be released to SELLER CO on the Closing Date, the Purchase Price shall be paid on the Closing Date via wire transfer.

1.5 Adjustment of Purchase Price

The Adjusted Purchase Price shall be calculated by subtracting from the Purchase Price the wholesale value (as determined by SELLER CO's suppliers) of any Unfulfilled Orders existing as of the Closing Date.

1.6 Tax Payments

BUYER CO shall pay any sales, use, transfer, documentary or other Taxes levied on the transfer of the Purchased Assets.

1.7 Allocation of Purchase Price

The consideration paid for the Purchased Assets shall be allocated among the Purchased Assets in accordance with Section 1060 of the Internal Revenue Code and the provisions contained in the Treasury Regulations relating thereto, including Treas. Reg. Section 1.338-6. The parties agree to be bound by such allocation and to report the transactions contemplated hereby for federal and state income tax purposes in accordance with such allocation. The parties further agree that in making such allocation, the consideration paid by BUYER CO shall be allocated as follows: first, to the Purchased Assets other than goodwill; and second, the balance of such consideration remaining after such initial allocation shall be allocated to goodwill. The Parties' agreed allocation is attached hereto as Schedule 2.6.

1.8 Closing

Unless otherwise agreed by the parties, the Closing shall occur on the Closing Date. At the Closing, (i) SELLER CO shall deliver to BUYER CO all of the items reasonably required to have been delivered by SELLER CO pursuant to this Agreement, and (ii) BUYER CO shall deliver to SELLER CO all of the items reasonably required to be delivered by BUYER CO pursuant to this Agreement. Title to the Purchased Assets shall pass from SELLER CO to BUYER CO upon the occurrence of the Closing, and all deliveries, payments and other transactions and documents relating to the Closing are interdependent and are deemed to have occurred simultaneously. The Parties agree that the Closing may occur in reliance upon faxed or scanned and e-mailed executed signatures.

1.9 Assumption of Liabilities

(a) Liabilities of the Business. BUYER CO agrees to assume the Assumed Liabilities at the Closing Date and thereafter to pay, perform and discharge such Assumed Liabilities in full, in accordance with their terms.

REPRESENTATIONS AND WARRANTIES OF SELLER CO AND SELLER NAME

SELLER CO and SELLER NAME represent and warrant to BUYER CO as follows:

1.10 Organization, Standing and Foreign Qualification

(a) SELLER CO is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Montana and has the power and authority to carry on its business as now conducted and to own, lease and operate the assets which it now owns, leases and operates. SELLER CO is duly qualified or licensed to transact business as a foreign corporation in those jurisdictions in which the character of the assets owned, leased or operated by it and the nature of its business requires such qualification and/or licensing.

(b) Ownership of Membership Interests. SELLER NAME is the sole member of SELLER CO. No other Person has any right, option or privilege (whether preemptive,

contractual or otherwise) to purchase any membership interest in SELLER CO. As of the date of this Agreement and as of the Closing Date, SELLER CO is solvent and will not be rendered insolvent as a result of its participation in the transaction contemplated by this Agreement.

1.11 Capacity; Validity of Contemplated Transaction

SELLER CO has the full power, authority and capacity necessary to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement have been duly authorized and approved by all necessary action of the Members and Manager of SELLER CO. This Agreement has been duly executed and delivered by SELLER CO and constitutes the legal, valid and binding obligation of SELLER CO, enforceable against it in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally. Neither the execution, delivery and performance of this Agreement by SELLER CO, nor the consummation of the transactions contemplated hereby, will (i) violate, conflict with or constitute a default under (A) any provision of SELLER CO's charter, articles of organization or operating agreement, (B) any Contract to which SELLER CO is a party or bound, (C) any Order to which SELLER CO or any of its assets is subject or bound, or (D) any applicable Law or (ii) result in the creation of any Lien upon any of the Purchased Assets.

1.12 Consents

No consent, authorization, order or approval of, or filing or registration with, any Governmental Authority or Third Party is required for or in connection with the execution and delivery of this Agreement by SELLER CO or the consummation by SELLER CO of the transactions contemplated.

1.13 Financial Statements

The Historical Financial Statements (copies of which are attached hereto as Schedule 3.4) (i) have been prepared in accordance with the books and records of SELLER CO, and (ii) present fairly the financial condition of SELLER CO as of the respective dates indicated. The Historical Financial Statements do not contain any untrue statement of any material fact nor fail to state any material fact required to be stated therein in order to make the Historical Financial Statements not misleading.

1.14 Title to Assets; No Encumbrances

SELLER CO has good, valid and marketable title to all of the Purchased Assets and is herewith transferring the Purchased Assets to BUYER CO free and clear of all Liens.

1.15 Real Property

(a) SELLER CO does not own any real property that is being acquired by BUYER CO.

1.16 Litigation and Claims

(a) There is no Litigation pending, or to SELLER CO's knowledge, threatened, against SELLER CO, and SELLER CO has no knowledge of any basis for any such Litigation, and (ii) there has not been, and there is not now pending or threatened, any investigation or inquiry regarding SELLER CO by any Governmental Authority.

1.17 Brokers and Finders

No finder, agent, broker or other Person acting pursuant to the authority of SELLER CO is entitled to any commission or finder's fee in connection with the transactions contemplated by this Agreement.

REPRESENTATIONS AND WARRANTIES OF BUYER CO AND BUYER NAME

BUYER CO and BUYER NAME represent and warrant to SELLER CO as follows:

1.18 Organization, Standing and Foreign Qualification

BUYER CO is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Colorado and has the power and authority to carry on its business as now conducted and to own, lease and operate the assets which it now owns, leases and operates. BUYER CO is duly qualified or licensed to transact business as a foreign corporation in those jurisdictions in which the character of the assets owned, leased or operated by it and the nature of its business requires such qualification and/or licensing.

1.19 Capacity; Validity of Contemplated Transaction

(a) BUYER CO has the full power, authority and capacity necessary to enter into and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement have been duly authorized and approved by all necessary action of the Members and Manager of BUYER CO. This Agreement has been duly executed and delivered by BUYER CO, and constitutes the legal, valid and binding obligation of BUYER CO, enforceable against BUYER CO in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, or other laws affecting creditors' rights generally. Neither the execution, delivery and performance of this Agreement by BUYER CO, nor the consummation of the transactions contemplated hereby, will violate, conflict with, or constitute a default under (i) any provision of BUYER CO's articles of organization or operating agreement, (ii) any Contract to which BUYER CO is a party or bound, (iii) any Order to which BUYER CO or any of its assets is subject or bound, or (iv) any applicable Law.

(b) No consent, authorization, order or approval of, or filing or registration with, any Governmental Authority or Third Party is required for or in connection with the execution and delivery of this Agreement by BUYER CO or the consummation by BUYER CO of the transactions contemplated hereby.

1.20 Brokers and Finders

No finder or any agent, broker or other Person acting pursuant to the authority of BUYER CO is entitled to any commission or finder's fee in connection with the transactions contemplated by this Agreement.

COVENANTS AND ADDITIONAL AGREEMENTS OF THE PARTIES

1.21 Employees

As of the Closing Date, SELLER CO employed one part-time employee. SELLER CO has paid in full to its employees all wages, salaries, commissions, bonuses, benefits and other compensation due to or on behalf of such employees through the Closing Date. SELLER CO agrees that it is solely responsible for the payment, termination and any claims made for wages or benefits for all employees prior to the Closing Date and as to any employees of SELLER CO that do not become employees of BUYER CO on or after the Closing Date. BUYER CO is under no obligation to employ SELLER CO's employees.

1.22 Contracts with Suppliers

SELLER CO shall disclose to BUYER CO the names and contact information of its suppliers, but BUYER CO acknowledges and agrees that it is not assuming any contract of SELLER CO with any supplier. BUYER CO acknowledges and agrees that SELLER CO has made no representations or warranties with respect to volume or pricing obtainable by BUYER CO from SELLER CO's suppliers.

1.23 Search Engine Rankings; Traffic

BUYER CO acknowledges and agrees that SELLER CO has disclosed that TrollingMotors.net's traffic was materially affected by an algorithm update and/or a manual penalty by Google in or around 2012. BUYER CO further acknowledges and agrees (i) that SELLER CO has made no representations or warranties regarding TrollingMotors.net's search engine rankings or traffic, and (ii) that TrollingMotors.net may lose some or all of its search engine rankings or traffic at any time. BUYER CO acknowledges and agrees that it is aware of TrollingMotors.net's search engine optimization ("SEO") practices (including, without limitation, the hiring of a Third-Party firm that was likely responsible for the 2012 penalty).

1.24 Public Discussion of SELLER CO's Business

(a) BUYER CO acknowledges and agrees that TrollingMotors.net has been mentioned publicly by SELLER CO and/or SELLER NAME on the blog,

eCommerceFuel.com, and in other writings and works by SELLER CO and/or SELLER NAME. BUYER CO acknowledges and agrees that it would not be realistic to strike all mentions of TrollingMotors.net from past writings and works.

(b) The foregoing notwithstanding, SELLER CO and SELLER NAME agree to refrain from excessive discussion of TrollingMotors.net after the Closing Date.

1.25 Ongoing Support

SELLER NAME agrees to provide, during normal business hours, up to two months of reasonable transitional and consulting services to BUYER CO following the Closing Date. In SELLER NAME's discretion, such services may be provided via telephone or email communication and shall not exceed 40 hours in the aggregate.

1.26 Confidentiality

SELLER CO, BUYER CO, SELLER NAME and BUYER NAME agrees that, for a period of three (3) years from and after the Closing Date, each will not, and will use reasonable efforts to ensure that its representatives, related parties and Affiliates will not, use (except as contemplated by this Agreement) or disclose to any other Person any Confidential Information relating to SELLER CO or BUYER CO; provided, however, that the foregoing prohibitions shall not apply to (i) disclosures that are required by Law; (ii) information that is ascertainable or obtained from public or published information, not made available to the public by the disclosing party; (iii) information received from a Third Party not known to the disclosing party to be under an obligation to keep such information confidential; or (iv) information independently developed by the disclosing party. For purposes of this Section 5.6, "Confidential Information" shall mean and include, with respect to any Person, information (in any form or media) regarding such Person's customers, prospective customers (including lists of customers and prospective customers), methods of operation, billing rates, billing procedures, suppliers, business methods, finances, management, employees, employee compensation and benefits, or any other business information relating to such Person (whether constituting a trade secret or proprietary or otherwise) which has value to such Person and is generally treated by such Person as being confidential. The foregoing notwithstanding, SELLER CO and/or SELLER NAME shall be permitted to disclose to the public the terms of this Agreement including, without limitation, the Purchase Price, the Purchased Assets, the Non-Compete Obligation and the overall structure of the transaction.

1.27 Expenses

Each party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the transactions contemplated hereby, including, without limitation, all fees and expenses of agents, representatives, counsel and accountants.

1.28 Post-Closing Assistance

(a) At any time and from time to time after the Closing, at BUYER CO's request, SELLER CO will execute and deliver such other instruments of conveyance and take

such other actions as BUYER CO may reasonably request to perfect the transfer and conveyance to BUYER CO of the Purchased Assets and to consummate the transactions contemplated hereby.

(b) At any time and from time to time after the Closing, at SELLER CO's request, BUYER CO will execute and deliver such other instruments of conveyance and take such other actions as SELLER CO may reasonably request to perfect the transfer and conveyance to BUYER CO of the Purchased Assets and to consummate the transactions contemplated hereby.

1.29 Access by SELLER CO to Books and Records

BUYER CO will retain and, make available to SELLER CO any information relating to the Purchased Assets or the business formerly conducted by SELLER CO as may be reasonably needed by SELLER CO or SELLER NAME.

1.30 Non-Compete Obligation

(a) SELLER CO and SELLER NAME agree that each will not, directly or indirectly, own or be employed by any Person engaged in the sale of products for the sport fishing industry anywhere in the United States for a period of five (5) years following the Closing Date. The foregoing notwithstanding, SELLER NAME may purchase shares of a publicly traded company engaged in competing activities, provided that SELLER NAME may not act as an officer, director or employee of any such entity.

**SURVIVAL OF REPRESENTATIONS AND
WARRANTIES; INDEMNIFICATION**

1.31 Survival of Representations and Warranties

(a) All representations and warranties made by the parties hereto shall survive the Closing, shall not merge in the performance of any obligation by any party hereto, and shall terminate and expire with respect to any "Indemnification Claim" (as herein defined), on the third (3rd) anniversary of the Closing Date. Notwithstanding the foregoing, any Indemnification Claim that is made before the time for making such claim has expired, will remain open for indemnification until such time as such claim has been finally paid, adjudicated or compromised, as the case may be. As used in this Agreement, the following terms have the following meanings:

(i) "Indemnification Claim" shall mean any claim based upon, arising out of or otherwise in connection with any matter described in Section 6.2 and 6.3.

(b) BUYER CO and BUYER NAME agree that neither will assert a breach of a representation or warranty after the Closing Date to the extent BUYER CO or BUYER NAME was actually aware prior to the Closing Date of the facts upon which that claim for breach of that representation or warranty is based.

1.32 Obligation of SELLER CO to Indemnify BUYER CO and BUYER NAME

Subject to the limitations contained in Sections 6.1 and 6.6, SELLER CO agrees to indemnify, defend and hold BUYER CO and BUYER NAME and their respective agents, Affiliates, successors and assigns harmless from and against any and all Losses which may be asserted against, imposed upon or incurred by any of them by reason of, resulting from, or in connection with the following:

- (a) any inaccuracy in, or breach of, any representation or warranty of SELLER CO or SELLER NAME contained in or made pursuant to this Agreement;
- (b) any breach of any covenant or agreement contained in, made or to be performed by SELLER CO or SELLER NAME pursuant to this Agreement;
- (c) the operations of SELLER CO prior to the Closing Date, other than the Assumed Liabilities; and
- (d) any product liability claims relating to products sold by SELLER CO prior to the Closing Date.

1.33 Obligation of BUYER CO to Indemnify SELLER CO and SELLER NAME

Subject to the limitations contained in Sections 6.1 and 6.6, BUYER CO agrees to indemnify, defend and hold SELLER CO and SELLER NAME and their respective agents, Affiliates, successors and assigns harmless from and against all Losses which may be asserted against, imposed upon or incurred by any of them by reason of, resulting from or in connection with the following:

- (a) any Assumed Liability;
- (b) any inaccuracy in, or breach of, any representation or warranty of BUYER CO or BUYER NAME contained in or made pursuant to this Agreement;
- (c) any breach of any covenant or agreement contained in, made or to be performed by BUYER CO or BUYER NAME pursuant this Agreement; and
- (d) the operations of BUYER CO, or use of the Purchased Assets following the Closing Date.

1.34 Notice of Loss or Asserted Third Party Liability

Within 10 days after (i) becoming aware of circumstances that have resulted in a Loss for which any Person entitled to indemnification pursuant to Section 6.2 or Section 6.3 (an “Indemnified Party”) intends to seek indemnification, or (ii) receipt by an Indemnified Party of written notice of any demand, claim or circumstances which might give rise to a claim that may result in a Loss (an “Asserted Third Party Liability”), such Indemnified Party shall give notice thereof (a “Claims Notice”) to any other party or parties who may be obligated to provide indemnification pursuant to Section 6.2 or Section 6.3 (an “Indemnifying Party”). If a Claims

Notice is not timely provided as required by this Section 6.4, an Indemnified Party nonetheless shall be entitled to indemnification by the Indemnifying Party to the extent that the Indemnifying Party is unable to establish that it has been prejudiced by such late receipt of the Claims Notice.

1.35 Opportunity to Defend

An Indemnifying Party may elect to defend any Asserted Third Party Liability, at its own expense and with counsel of its choice reasonably acceptable to the Indemnified Party, provided that the Indemnifying Party has acknowledged responsibility for defending, indemnifying and holding the Indemnified Party harmless with respect thereto. If the Indemnifying Party (i) does not elect to defend against the Asserted Third Party Liability, or (ii) fails, in a timely manner, to notify the Indemnified Party of its election so to defend, then the Indemnified Party shall have the right to pay, compromise, contest or defend such Asserted Third Party Liability on behalf of and for the account and risk of the Indemnifying Party. Anything in this Section 6.5 to the contrary notwithstanding, (i) the Indemnified Party shall have the right, at its own cost and for its own account, to compromise, contest or defend any Asserted Third Party Liability, and (ii) the Indemnifying Party shall not, without the Indemnified Party's prior written consent, settle or compromise any Asserted Third Party Liability or consent to the entry of any judgment which does not include an unconditional release the Indemnified Party from all Liability in respect of such Asserted Third Party Liability. In any event, the Indemnified Party and the Indemnifying Party may participate, at their own expense, in the contest of such Asserted Third Party Liability. The parties shall cooperate fully with each other as to all Asserted Liabilities and shall make available to each other as reasonably requested (A) all information, records, and documents relating to all Asserted Liabilities and (B) their respective Personnel, agents, and other representatives who may have particular knowledge with respect to any Asserted Third Party Liability.

1.36 Limitations on Indemnification

No party otherwise entitled to indemnification under this Agreement shall be indemnified pursuant to this Agreement to the extent that such party's Losses are increased or extended by the willful misconduct, violation of Law or bad faith of such party.

1.37 Indemnification Payments

Subject to the terms hereof and unless contested pursuant to Section 6.5, made the subject of an arbitration proceeding pursuant to Section 7.10, an Indemnifying Party shall pay to an Indemnified Party the full amount of any and all Losses (other than Losses resulting from an Asserted Third Party Liability) under this Article 6 within 30 days of receipt of a Claims Notice with respect to such Loss, or if such Loss results from an Asserted Third Party Liability which has been contested, within 30 days after either (i) the date that any litigation with respect to such Asserted Third Party Liability is finally terminated and no further appeal may be taken with respect thereto or (ii) the date that such Asserted Third Party Liability has been finally settled or compromised, as the case may be. Any such Loss shall bear interest at a rate equal to the lesser of 9% per annum or the maximum amount permitted by law from such due date until paid.

MISCELLANEOUS

1.38 Notices

(a) All notices, requests, demands and other communications hereunder shall be either (i) delivered in Person, (ii) mailed by registered or certified mail, return receipt requested, with first class postage prepaid and properly addressed, (iii) sent by overnight courier service, or (iv) sent by facsimile or e-mail and, in each case, addressed as follows:

If to SELLER CO:	SELLER CONTACT INFO
With copies to:	SELLER ATTORNEY CONTACT INFO
If to BUYER CO:	BUYER CONTACT INFO
With copies to:	BUYER ATTORNEY CONTACT INFO

(b) All notices, requests, instructions or documents given to any party in accordance with this Section 7.1 shall be deemed to have been given (i) on the date of receipt, if delivered by hand, if sent by overnight courier service, or if sent by facsimile, or (ii) on the date that is 5 days after mailing, if mailed in the manner described and addressed as set forth above.

(c) Any party hereto may change its address specified for notices herein by designating a new address by notice given in accordance with this Section 7.1.

1.39 Entire Agreement

This Agreement and the Schedules and Exhibits hereto collectively constitute the entire agreement between the parties relating to the subject matter hereof and thereof and supersede all prior oral and written understandings, all contemporaneous oral negotiations and discussions, and all other writings and agreements relating to such subject matter. The term "Agreement" shall mean this instrument and all Exhibits and Schedules hereto; and the words "herein," "hereof," "hereunder," "hereto," "hereby," and words of similar tenor whenever used in this instrument or any Exhibit or Schedule hereto shall refer to this instrument in its entirety including the Exhibits and Schedules hereto.

1.40 Modifications, Amendments and Waivers

(a) No amendment, waiver or modification to this Agreement shall be effective unless it is in writing and has been signed by the parties hereto.

(b) The failure or delay of any party at any time or times to require strict performance of any provision of this Agreement shall in no manner affect such party's right to enforce that provision. No single or partial waiver by any party of any condition of this Agreement, or the breach of any term, agreement or covenant or the inaccuracy of any representation or warranty of this Agreement, whether by conduct or otherwise, in any one or more instances shall be construed or deemed to be a further or continuing waiver of any such condition, breach or inaccuracy or a waiver of any other condition, breach or inaccuracy.

1.41 Successors and Assigns

This Agreement may not be assigned by any party without the prior written consent of the other parties hereto. This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective permitted successors and assigns, but no assignment shall relieve any party of such party's obligations hereunder.

1.42 Table of Contents; Captions; References

The table of contents and the captions and other headings contained in this Agreement as to the contents of particular articles, sections, paragraphs or other subdivisions contained herein have been inserted for convenience of reference only and are in no way to be construed as part of this Agreement or as limitations on the scope of the particular articles, sections, paragraphs or other subdivisions to which they refer and shall not affect the interpretation or meaning of this Agreement.

1.43 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with, the substantive Laws of the State of Montana, without regard to such state's Laws related to choice or conflicts of Laws.

1.44 Pronouns

All pronouns used herein shall be deemed to refer to the masculine, feminine or neuter gender as the context requires.

1.45 Severability

Should any provision of this Agreement be determined to be invalid, illegal or unenforceable such invalid, illegal or unenforceable provision shall be deemed severed herefrom and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

1.46 Remedies Not Exclusive

No remedy conferred by any of the specific provisions of this Agreement is intended to be, nor shall be, exclusive of any other remedy available at law, in equity or otherwise.

1.47 Arbitration

The parties agree that any and all disputes or disagreements arising out of or in connection with this Agreement that the parties have been unable to resolve by good faith negotiations within 30 days of a written notice from one party to the other of the pendency of a dispute or disagreement, shall be resolved pursuant to final and binding arbitration held before a single arbitrator selected by the parties from a list provided by the American Arbitration Association (“AAA”) acting under the AAA Arbitration Rules and Procedures for commercial disputes (the “Rules”), provided, however, that the parties to any such arbitration shall have the right to discovery to the fullest extent provided in the Federal Rules of Civil Procedure. Any such arbitration will be held at such place in the State of Montana as may be specified by the arbitrator. Any party seeking to invoke such an arbitration proceeding shall do so by filing a demand upon the other party, with a copy to the AAA Case Management Center. The arbitrator shall have no right to vary the terms of this Agreement. The arbitrator shall have the right, in his discretion, to award counsel fees and arbitration costs and expenses to the prevailing party, as he may deem appropriate.

1.48 Counterparts; Electronic Delivery

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

1.49 Knowledge

Whenever reference is made herein to the “knowledge” of any Person as to any specific matter, it shall mean only such facts and matters actually known to such Person.

[Signatures on Next Page]

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement as of the date first above written.

BUYER:

BUYER COMPANY NAME

By: _____

Name: _____

Title: _____

SOLE MEMBER:

BUYER NAME

SELLER:

SELLER COMPANY NAME

By: _____

Name: _____

Title: _____

SOLE MEMBER:

SELLER NAME

EXHIBIT A

GLOSSARY OF TERMS

Whenever used in the Asset Purchase Agreement or any Exhibit or Schedule thereto, the following terms shall have the following meanings:

“Adjusted Purchase Price” shall have the meaning assigned to it in Section 2.4.

“Affiliate” shall mean, with respect to any specific Person, any other Person who, directly or indirectly, controls or is controlled by, or is under common control with, the specified Person. “Control” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting stock, by contract or otherwise.

“Agreement” shall mean this Asset Purchase Agreement, as amended from time to time, together with all Exhibits and Schedules hereto.

“Assumed Liabilities” shall mean and include any post-Closing returns or product warranty claims, irrespective of whether the product was sold by SELLER CO or before the Closing Date.

“Closing” shall mean the consummation of the transactions provided for in this Agreement.

“Closing Date” shall mean January 24, 2014 or such other date mutually agreed to by the Parties on which date the Closing shall occur.

“Contract” shall mean and include any written or oral contract, agreement, understanding, lease, commitment, arrangement, obligation, mortgage, security deed, instrument or undertaking of any kind or character or other similar document that is binding on any Person or its assets under applicable law.

“Governmental Authority” shall mean and include any federal, state, county, local, foreign or other governmental or public agency, instrumentality, commission, authority, board or body.

“Historical Financial Statements” shall mean and include the income statements attached hereto as Schedule 3.4.

“Indemnification Claim” shall have the meaning assigned to it in Section 6.1 of the Agreement.

“Intellectual Property” shall mean and include all (i) trade secrets, know-how, inventions and processes, (ii) trade names (including “TrollingMotors.net” and “TrollingMotorPro.com”), trademarks, service marks, logos, assumed names, brand names and all registrations and applications therefor together with the goodwill of the business symbolized

thereby, (iii) copyrights and applications therefor, (iv) technology rights and licenses, and (v) computer software and all other intellectual property.

“Law” shall mean and include any code, law, order, ordinance, regulation, rule, or statute of any Governmental Authority.

“Liability” shall mean and include any direct or indirect, primary or secondary, liability, indebtedness, obligation, claim, deficiency, guaranty or endorsement of or by any Person (other than endorsements of notes, bills and checks presented to banks for collection or deposit in the ordinary course of business) of any type, whether accrued, absolute, contingent, liquidated, unliquidated, matured, unmatured or otherwise and shall, in any event, include costs and attorneys fees incurred in connection with any of such items.

“Lien” shall mean and include any mortgage, deed of trust, deed to secure debt, lien, pledge, hypothecation, attachment, levy, charge, conditional sale agreement, title retention agreement or other security interest, lien or encumbrance of any kind or nature whatsoever on, or with respect to, any property or property interest.

“Litigation” shall mean and include any pending or threatened lawsuit, action, claim, arbitration or other legal proceeding (including governmental investigations or criminal prosecutions).

“Loss” shall mean and include any loss, Liability, demand, lawsuit, action, assessment, damage (including punitive, exemplary and consequential damage and damages for lost profits) cost or expense (including interest, penalties and attorneys’ fees incurred with respect thereto and attorneys’ fees incurred to enforce rights to indemnification hereunder), in each case whether accrued, absolute, contingent, known or unknown

“Order” shall mean and include any decree, injunction, judgment, order, ruling, writ, administrative decision or award of any federal, state, local, foreign or other court, arbitrator, tribunal, or Governmental Authority.

“Person” shall mean and include any individual, partnership, joint venture, corporation, trust, limited liability company, unincorporated organization, or other entity (including any Governmental Authority).

“Purchase Price” shall mean the total consideration to be paid to SELLER CO by BUYER CO for the purchase of the Purchased Assets as finally adjusted in accordance with Article 2 of this Agreement.

“Purchased Assets” shall mean and include the following:

1. TrollingMotors.net website and all content thereon;
2. TrollingMotors.net hosting and email account at Nexcess.net;
3. TrollingMotors.net and TrollingMotorPro.com domains;

4. TrollingMotors.net Facebook account;
5. TrollingMotors.net Twitter account;
6. TrollingMotors.net Zendesk account;
7. TrollingMotors.net RingCentral account;
8. TrollingMotors.net eCommHub account;
9. TrollingMotors.net Google Analytics account;
10. TrollingMotors.net Google AdWords account;
11. TrollingMotors.net Google Webmaster Tools account;
12. Goodwill;
13. All telephone and fax numbers;
14. The names “TrollingMotors.net” and “TrollingMotorPro.com”;
and
15. All books and records of SELLER CO relating to the Purchased Assets, to Persons employed in respect thereto, to the Purchased Assets and to the Assumed Liabilities, including all purchase orders, invoices, items of payment, correspondence, internal memoranda, forecasts, price lists, sales records, Personnel records, Customer lists, financial records and other written or printed materials relating thereto;

“Retained Assets” shall mean: (a) all cash on hand, accounts receivable, demand deposits, certificates of deposit, and other temporary investments of cash; (b) any sums due SELLER CO as of the Closing Date from SELLER CO’s customers (c) SELLER CO’s minute books, stock books, and other corporate records; (d) any contracts of employment entered into by SELLER CO with any Person who does not become an employee of BUYER CO, excluding any restrictive covenants contained therein; and (e) any Personal property belonging to Andrew SELLER NAME, whether or not listed on the books and records of SELLER CO as assets of SELLER CO.

“Tax” shall mean and include any federal, state, or local, tax, assessment, or imposition (including all income, unemployment compensation, social security, payroll, sales and use, excise, property, ad valorem, franchise, license, school and any other tax, assessment or imposition), plus all interest and penalties thereon.

“Third Party” or “Third Parties” shall mean and include any Person that is not a party to this Agreement.

“Unfulfilled Orders” shall mean orders for which SELLER CO received payment prior to the Closing Date, but which have not shipped as of the Closing Date, and which BUYER CO will be required to purchase from suppliers and ship to customers with its own funds.

SCHEDULE 2.6

Allocation of Purchase Price

Asset	Allocation of Purchase Price
TrollingMotors.net website and all content thereon	79%
TrollingMotors.net hosting and email account at Nexcess.net	1.5%
TrollingMotors.net and TrollingMotorPro.com domains	1.5%
TrollingMotors.net Facebook account	1.5%
TrollingMotors.net Twitter account	1.5%
TrollingMotors.net Zendesk account	1.5%
TrollingMotors.net RingCentral account	1.5%
TrollingMotors.net eCommHub account	1.5%
TrollingMotors.net Google Analytics account	1.5%
TrollingMotors.net Google AdWords account	1.5%
TrollingMotors.net Google Webmaster Tools account	1.5%
Goodwill	1.5%
All telephone and fax numbers	1.5%
The names “TrollingMotors.net” and “TrollingMotorPro.com”	1.5%
All books and records of SELLER CO relating to the Purchased Assets, to Persons employed in respect thereto, to the Purchased Assets and to the Assumed Liabilities, including all purchase orders, invoices, items of payment, correspondence, internal memoranda, forecasts, price lists, sales records, Personnel records, Customer lists, financial records and other written or printed materials relating thereto	1.5%

SCHEDULE 3.4

Historical Financial Documents

List of Exhibits and Schedules

Exhibit A	Glossary of Terms
Schedule 2.6	Allocation of Purchase Price
Schedule 3.4	Historical Financial Documents