

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (“Agreement”) is made and entered into this day of 28th day of December 2016, between David B Smith Estate , Licensee Permittee (“Seller”) and RedRock Radio Group LLC. (“Buyer”).

WITNESSETH:

WHEREAS, Seller is the owner/permittee of a translator authorization for FM Translator K255CQ, Moab, UT including certain rights to the translator license issued by the Federal Communications Commission (“FCC” or “Commission”) and certain property and other rights used or held for use with the translator permit; and

WHEREAS, Seller desires to sell and assign and Buyer desires to purchase and acquire the translator station including the authorizations and assets associated with the translator station.

WHEREAS, the translator authorization for K255CQ Moab, UT issued by the FCC for the construction of the Station may not be assigned to Buyer without the prior consent of the Commission; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties do hereby agree as follows:

1. SALE OF ASSETS AND ASSIGNMENT OF LICENSES

Seller shall sell or assign and transfer to Buyer and Buyer shall purchase from Seller the following assets (“Assets”), free and clear of debts, liens, encumbrances and other security interests except as specifically provided herein and following FCC approval:

Tangible Personal Property: All the fixed and tangible personal property owned by Seller used for the translator construction permit.

Licenses and Authorizations: All licenses, permits, permissions and other authorizations (including without limitation the right to the use of the translator call signs) if any, which are issued by the Commission and other governmental agencies and that are associated exclusively with the translator construction permit.

Records: FCC applications, logs, and authorizations relating exclusively to the translator (the “Records”).

The consideration for the Assets and translator Construction Permit/Licence and equipment, which are being purchased from Seller by Buyer, is the following (the “Purchase Price”) of \$3,000.

- A. It is understood that under the Binding Agreement, Buyer will deposit five hundred dollars (\$500) in an escrow held by seller within ten (5) days of the signing of this Agreement.
- B. At the Closing Date, Buyer will provide to Seller a statement showing the transaction paid

in full and all debts paid in full with the final payment of \$2500.00.

This Agreement embodies the entire agreement among the parties and is subject to FCC approval. No attempted change, termination or waiver of any of the provisions hereof shall be binding except by a written instrument signed by the party against which the same is sought to be enforced. This agreement is effective only with the prior approval of the Federal Communications Commission. ("FCC")

Buyer shall cover all filing fees and cost associated with this transaction and assist in the filing and finalization of the proposed transaction with the FCC.

1. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

EXECUTED,

Becky Smith, Administrator of the Estate of David B. Smith

_____ Date _____

By Thomas Troland, Managing Director RedRock Radio Group LLC

_____ Date _____

