

AGREEMENT

This agreement made and entered into this _____ day of February 2023, by and between Robert Jamrog ("Jamrog") and Patricia Anderson-Kimble as Trustee of The Patricia Anderson-Kimble Revocable Trust ("Anderson") on the other part.

RECITALS

WHEREAS, Jamrog and Anderson are separately the owners of 50% each of the issued and outstanding shares of Fusion Radio LLC, an Illinois Limited Liability Company (hereinafter referred to as the "Company") and together the owners of 100% of the Company; and

WHEREAS, Jamrog desires to transfer all of his shares to Anderson such amount of his Company's shares so that Jamrog will own 0% of the shares of the Company and Anderson will own 100% of the Company's shares and voting interests equal; and

WHEREAS, the Company is the licensee of FM translator Station K295CQ (Facility ID # 142045), St. Louis, MO and W277BI (Facility ID # 138984) (hereinafter, collectively the "Station"); and

WHEREAS, Jamrog desires to transfer control of the Company to Anderson in order to permit him to devote more time to his other business interests; and

WHEREAS, the transfer of shares in the Company contemplated hereby may not be consummated without prior written consent of the Federal Communications Commission (hereinafter sometimes referred to as "FCC" or the "Commission");

NOW THEREFORE, in consideration of the mutual and dependent warranties, representations, promises and covenants herein contained and for other good and valuable consideration, it is agreed by and among the parties as follows:

1. Shares to Be Conveyed. At closing, Jamrog shall transfer and set over to Anderson all of his ownership of the Company to Anderson, and Anderson agrees to

receive such shares in accordance with the warranties, representations, promises and covenants of Jamrog hereinafter set forth.

2. Consideration. There shall be no monetary consideration in connection with this transfer. The consideration shall be that Jamrog shall be relieved of his management duties, and such duties shall hereafter be conducted by and under the supervision of Anderson.

3. Representations and Warranties of Jamrog. Jamrog represents and warrants to Anderson as follows:

a. Jamrog currently owns 50% of the Company shares, all of which shares are free and clear of any and all pledges, hypothecations or other liens, charges or encumbrances whatsoever, except as expressly stated in writing delivered to Anderson.

b. The Company is duly organized and validly existing in good standing under the laws of the State of Illinois, and has all corporate power necessary to engage in the business in which it is presently engaged;

c. The Company has outstanding no options, warrants, or convertible securities, nor is there outstanding any class of shares other than the shares being transferred pursuant to the Agreement;

d. Company is not a party to any labor, collective bargaining or employment contract or agreement with any employee, officer, director, or stockholder; nor is it a party to any lease agreement or other commitment not in the usual and ordinary course of business, nor to any pension, insurance, profit-sharing or bonus plan;

e. Company is not a defendant, nor a plaintiff against whom a counterclaim has been asserted, nor are there any proceedings threatened or pending, before any federal, state or municipal government, or any department, board, body or agency thereof, involving Company;

f. Company is not in default under any agreement to which it is a party nor in the payment of any of its obligations;

g. Between the date of execution hereof and the Closing Date, without the written consent of Purchaser, Company will not have (i) made any distributions in respect of, or issued, purchased or redeemed, any of his shares of the Company.

4. FCC Application and Approval. Within 10 days of the date of execution hereof, the parties agree to join in filing with the Commission an appropriate application for transfer of control of the license for Station. The parties shall cause the Company to join in such filing and to otherwise cooperate fully respecting prosecution of such application. The parties agree to extend one another mutual cooperation and to use their respective best efforts and due diligence to secure a grant of the subject application and of any FCC rule waivers incident thereto at the earliest possible date. The FCC fees, if any, applicable to the application shall be paid by both parties equally. Each party shall be responsible for its own expenses in the preparation and prosecution of said application.

5. Closing Date. The Closing Date shall be within ten (10) days after the Grant by the Federal Communications Commission of the application for transfer of control of the license has been initially issued, or on such other date as may be mutually agreed upon by the parties. The closing shall take place at the Offices of James L. Oyster, Esq. On the Closing Date and at the time and place of closing, the certificates evidencing the shares of stock owned by Jamrog being transferred to Anderson shall be delivered to Anderson, and the parties shall take such other acts and do such other things and execute such other instruments as are necessary to effectuate this Agreement.

6. Conditions Precedent. Each of the following shall be a condition precedent to Anderson's obligation to proceed with closing:

- a. Grant by the Commission of the application for transfer of control of the licensee;
- b. The truth and accuracy of the several warranties and representations set forth hereinabove, both as of the date of execution of this Agreement, and as of the closing with the same effect as if made on and as of such closing;
- c. Full performance by Jamrog of the several covenants set forth hereinabove;

d. Jamrog's capacity and willingness to convey the referenced shares, reducing his shares of the Company to 0% and relinquishing his voting rights.

7. Indemnification. In the event claim is made by any person against the Company as a result of, or arising out of, the operation of Station prior to closing, Jamrog shall defend Anderson and the Company against, and shall hold Anderson and the Company harmless on account of any such claim except such claims as may be disclosed in writing.

8. Governing Law. All of the terms of this Agreement are to be interpreted in accordance with the laws of the State of Illinois.

9. Notice. Any notice required or permitted to be given by the parties shall be deemed sufficient if mailed by certified mail, return receipt requested to:

If to Jamrog, to:

Mr. Robert Jamrog, Member
Fusion Radio LLC
3535 North Harlem Avenue #301
Chicago, Illinois 60634

With copies (which shall not constitute notice) to:

James L. Oyster
108 Oyster Lane
Castleton, VA 22716-9720

and

James L. Oyster
1926 Canterbury Court, #303
Lynchburg, VA 24503

If to Anderson, to:

Ms. Patricia Anderson, Member
Fusion Radio LLC
6890 E. Sunrise Drive
Tucson, AZ 85900

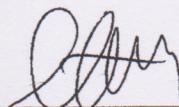
With copies (which shall not constitute notice) to:

James L. Oyster, Esq. at the above addresses.

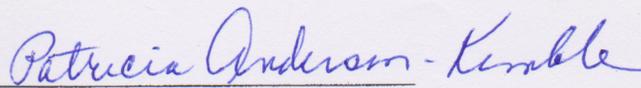
10. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall comprise one and the same instrument.

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

TRANSFEROR

By 
Robert A. Jamrog
Robert Daniel Jamrog (RD)

TRANSFeree

By 
Patricia Anderson-Kimble, Trustee
The Patricia Anderson-Kimble Trust