

STOCK PURCHASE AGREEMENT

This STOCK PURCHASE AGREEMENT (“Agreement”) is made by and among DALE ST. MARIE and DIANA ST. MARIE, husband and wife and residents of the State of Oregon (each a “Seller” and together “Sellers”); ST. MARIE COMMUNICATIONS, INC., an Oregon corporation (the “Corporation”); and THE ANANTHA PRADEEP TRUST, a California Grantor Trust, DATED DECEMBER 4, 2018 (“Buyer”), as of this 10th day of July, 2020. The parties hereto are collectively and individually referred to herein as the “Parties”.

WITNESSETH:

WHEREAS, Corporation is the licensee of Radio Station KGBR (FM), Gold Beach, Oregon, FCC Facility ID# 62150 (the “Station”);

WHEREAS, each Seller owns Fifty (50) shares of the voting common stock of the Corporation (together, the “Majority Stock”), constituting one hundred percent (100%) of the Corporation’s issued and outstanding stock;

WHEREAS, Sellers are willing to sell and Buyer is willing to acquire the Majority Stock, on the terms and conditions set forth herein;

WHEREAS, Federal Communications Commission (“FCC”) consent to a transfer of control of the Corporation as licensee of the Station (the “Transfer”) via a sale of the Majority Stock is required prior to the consummation of the transaction represented hereby;

NOW, THEREFORE, the Parties hereto, intending to be legally bound, hereby agree and covenant as follows:

1. Purchase Price and Closing Payment.

(a) Concurrent with the mutual execution of this Agreement, Buyer shall deliver to Dellenbach Venture Counsel as Escrow Agent, the sum of Ten Thousand Dollars (\$10,000.00) which shall serve as an Escrow Deposit. The Escrow Deposit shall be held to the mutual benefit of the Parties and shall be distributed pursuant to the terms of the Escrow Agreement a copy of which is attached hereto as Exhibit 1 and incorporated herein by reference;

(b) On the Closing Date (as defined below), the Parties shall deliver to Escrow Agent, written instructions pursuant to which the Escrow Deposit shall be delivered to Seller; and

(c) On the Closing Date, Buyer shall deliver to the order of Sellers, via wire transfer or cashier’s check, payment in the amount of Fifty-Five Thousand Dollars (\$55,000.00). The Escrow Deposit and the Closing Payment combined shall constitute full payment required herein subject only to adjustments required at Closing.

2. Closing Date and Manner. Within five (5) business days after the execution of this Agreement, the Parties shall file an application on FCC Form 315 for FCC approval of the Transfer

(the "Transfer Application"). The closing of the transactions contemplated by this Agreement (the "Closing") shall take place no later than the fifth (5th) business day after the FCC has granted the Transfer Application. The date of the Closing is the "Closing Date." Closing will be accomplished in the following manner:

(a) On the Closing Date, Sellers shall execute and deliver to Buyer Sellers' stock certificates (No. 1 and No. 2) representing all of the shares of Majority Stock, duly endorsed.

(b) The Corporation, upon notification by Sellers' counsel, that all of the shares of the Majority Stock and the Purchase Price have been received and are in proper form, will cause Sellers' share certificates to be canceled and will issue a new share certificate for one hundred (100) shares to Buyer, and shall deliver such certificate to Buyer and the Purchase Price to Sellers.

(c) Upon consummation of Buyer's stock purchase as provided for herein, Sellers will tender to the Corporation their resignations as Directors and Officers of the Corporation, and Buyer's Chief Executive Officer shall be appointed Corporation's Sole Shareholder, Officer, and Director with appropriate entries into the Corporation's Book of Minutes.

(d) On the Closing Date, Seller shall provide Buyer with possession of the Corporation's assets ("Assets"), including those identified on Exhibit 2, as well as keys, access codes, passwords, and all relevant information necessary to access and use such Assets from and after the Closing Date.

3. Warranties of Sellers. Sellers warrant to Buyer that:

(a) there is no debt, assessment, claim, judgment, encumbrance, assignment, pledge or any other disability of any description whatsoever that would impede or prevent them from transferring clear title to the Majority Stock in accordance with this Agreement.

(b) they are entering into this Agreement of their own free will and according to their best personal and business judgment.

(c) the Majority Stock is owned solely by Sellers free and clear of any third party mortgage, pledge, lien, charge, security interest, claim, community property interest, option, equitable interest, restriction of any kind (including any restriction on use, voting, transfer, receipt of income or exercise of any other ownership attribute), or other encumbrance ("Encumbrance"), and upon transfer to Buyer, buyer shall have good, valid and marketable title to the Majority Stock, free and clear of all Encumbrances.

4. Warranties of Buyer. Buyer is now and upon the Closing Date shall be a Revocable Grantor Trust duly formed, validly existing, and in good standing under the laws of the State of California and a Qualified Sub-Chapter S Trust ("QSST") thus qualified to hold the Majority Stock.

(a) Authorization. All necessary action to approve the execution, delivery, and performance of this Agreement and the consummation of the transaction represented herein has been taken by Buyer, and this Agreement constitutes a valid and binding agreement of Buyer enforceable in accordance with its terms.

(b) Absence of Restrictions. No un-waived contract, agreement, or other instrument or condition exists or on the Closing Date will exist which restricts, limits, or in any manner affects any aspect of this Agreement or the transaction contemplated hereby. The execution, delivery, and performance of this Agreement and the transaction contemplated hereby by Buyer do not, and will not at Closing Date, conflict with or result in the termination or breach of any terms, condition, or provisions of, or constitute a default under any contract, lease, agreement, or other instrument or condition by which Buyer is bound.

(c) Buyer's Qualifications. Buyer knows of no reason, circumstance, or condition existing, or reasonably to be anticipated, which would result in a finding by the FCC that it is not qualified legally, financially, or otherwise to be the licensee of the Station, and Buyer will not take any action to permit any condition to exist which would disqualify Buyer from becoming such a licensee.

5. Warranties of the Corporation. Sellers on behalf of the Corporation represent and warrant to Buyer that:

(a) Organization and Standing. Corporation is now and on the Closing Date, shall be a corporation, validly formed, and in good standing under the laws of the State of Oregon and licensed to do business in the State of Oregon.

(b) Authorization. All necessary action to approve the execution, delivery, and performance of this Agreement and the consummation of the transaction represented herein has been taken by Sellers, and this Agreement constitutes a valid and binding agreement of Sellers enforceable in accordance with its terms.

(c) Licenses and Permits. The Corporation has materially complied, and is now complying, with all laws applicable to it or its business, properties, or assets. From the date hereof through the Closing Date, the Corporation is and will be the holder of the FCC Licenses listed in Exhibit 2, attached hereto. The FCC Licenses constitute all of the authorizations required for and/or used in the operation of the Station as currently authorized, and the FCC Licenses are now and, on the Closing, will be in full force and effect. All other permits, licenses, franchises, approvals, registrations, certificates, variances, and similar rights obtained, or required to be obtained, from governmental authorities (collectively, "Permits") that are required for the Corporation to conduct its business have been obtained and are valid and in full force and effect. Section (h) of Exhibit 2 list all current Permits issued to the Corporation, and no event has occurred that would reasonably be expected to result in the revocation or lapse of any such Permit.

(d) FCC Actions. Sellers and the Corporation have received no notice and have no knowledge of any pending, issued, or outstanding order by or before the FCC, or threatened, any investigation, Order to Show Cause, Notice of Violation, Notice of Apparent Liability, Notice

of Forfeiture, or material complaint against the Station or the Corporation. In the event of the occurrence of any such action, or the filing or issuance of any such order, notice, or material complaint, or Sellers' learning of the threat thereof, Sellers shall notify Buyer of same in writing within five (5) business days of such event and shall take all reasonable measures to contest in good faith or seek removal or rescission of such action, order, notice, or complaint.

(e) Real Property; Title to Assets. Section (f) of Exhibit 2 lists all real property in which the Corporation has an ownership or leasehold (or sub-leasehold) interest (together with all buildings, structures, and improvements located thereon, the "Real Property"). Sellers have delivered or made available to Buyer true, correct, and complete copies of all contracts, title insurance policies, and surveys relating to the Real Property within Sellers' possession or control. The Corporation has title to, or a valid leasehold interest in, all Real Property reflected on Section (f) of Exhibit 2. All Real Property (including leasehold interests) are free and clear of Encumbrances except for those items set forth in Section (f) of Exhibit 2. The Corporation is not a sublessor or grantor under any sublease or other instrument granting to any other Person any right to possess, lease, occupy, or use any leased Real Property. The use of the Real Property in the conduct of the Corporation's business does not violate in any material respect any law, covenant, condition, restriction, easement, license, permit, or agreement and no material improvements constituting a part of the Real Property encroach on real property owned or leased by a person other than the Corporation.

(f) Personal Property. All of the Tangible Personal Property used and useful in the operation of the Station is listed and described in Section (b) of Exhibit 2, attached hereto. Sellers and/or Corporation now have, or on the Closing Date shall have, good, valid, and marketable title to the Tangible Personal Property free and clear of all mortgages, liens, charges, claims, pledges, security interests, and encumbrances whatsoever.

(g) Excluded Assets and Retained Liabilities. Exhibit 2 attached hereto contains certain Assets that the Parties have agreed shall be excluded (the "Excluded Assets") from the transaction represented herein. Exhibit 4 attached hereto contains certain liabilities that the Parties have agreed shall be retained by Seller (the "Retained Liabilities"). Sellers hereby agree to assume and to perform the Retained Liabilities from and after the Closing.

(h) Operations. From the date hereof until the Closing Date, the Station will be operated and maintained in material compliance with all requirements of the Communications Act of 1934, as amended, and the rules, regulations, policies, and procedures of the Commission. All maintenance performed with respect to the operation of the Station and to any property related to the Station has been done in a proper and workmanlike manner. In addition, from the date hereof until the Closing Date, the Corporation shall maintain its corporate existence, shall continue its operations in the ordinary course and shall not incur any liability or suffer any damage to its business or property. Seller shall cause use best efforts to cause all conditions to Closing to be fulfilled and to affect the Closing expeditiously and in any event prior to the date established pursuant to the terms of this Agreement.

(i) Capitalization. The authorized shares of the Corporation consist of five hundred (500) shares of common stock, of which one hundred (100) shares are issued and

outstanding and constitute the Majority Stock. All of the shares of Majority Stock were issued in compliance with applicable laws. None of the shares of Majority Stock were issued in violation of any agreement or commitment to which either of the Sellers or the Corporation is a party or is subject to or in violation of any preemptive or similar rights of any third party. There are no outstanding or authorized options, warrants, convertible securities, stock appreciation, phantom stock, profit participation, or other rights, agreements, or commitments relating to the shares of stock of the Corporation or obligating Sellers or the Corporation to issue or sell any shares of stock of, or any other interest in, the Corporation. There are no voting trusts, shareholder agreements, proxies, or other agreements in effect with respect to the voting or transfer of any of the Majority Stock.

(j) Intellectual Property. “Intellectual Property” means any and all of the following in any jurisdiction throughout the world: (i) issued patents and patent applications; (ii) trademarks, service marks, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing; (iii) copyrights, including all applications and registrations; (iv) trade secrets, know-how, inventions (whether or not patentable), technology, and other confidential and proprietary information and all rights therein; (v) internet domain names and social media accounts and pages; and (vi) other intellectual or industrial property and related proprietary rights, interests, and protections. Section (d) of Exhibit 2 lists all Intellectual Property of the Corporation. The Corporation owns or has the valid and enforceable right to use all Intellectual Property used in or necessary for the conduct of the Corporation's business as currently conducted (the “Corporation Intellectual Property”), free and clear of all Encumbrances. To the Corporation's knowledge, the conduct of the Corporation's business as currently and formerly conducted has not infringed, misappropriated, or otherwise violated the Intellectual Property or other rights of any Person. To the Corporation's knowledge, no Person has infringed, misappropriated, or otherwise violated any Corporation Intellectual Property.

(k) Litigation. There are no claims, actions, causes of action, demands, lawsuits, arbitrations, inquiries, audits, notices of violation, proceedings, litigation, citations, summons, subpoenas, or investigations of any nature, whether at law or in equity (collectively, “Actions”) pending or, to Seller's knowledge, threatened against or by the Corporation, Seller, or any affiliate of Seller: (i) relating to or affecting the Corporation or the Station any other of the Corporation's properties or assets; or (ii) that challenge or seek to prevent, enjoin, or otherwise delay the Transfer or any other transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action. There are no outstanding, and the Corporation is in compliance with all, governmental orders against, relating to, or affecting the Corporation, the Station or any other of the Corporation's properties or assets.

(l) Employees. The Corporation is and has been in compliance with: (i) all applicable employment laws and agreements regarding hiring, employment, termination of employment, plant closing and mass layoff, employment discrimination, harassment, retaliation, and reasonable accommodation, leaves of absence, terms and conditions of employment, wages and hours of work, employee classification, employee health and safety, engagement and classification of independent contractors, payroll taxes, and immigration with respect to all

employees, independent contractors, and contingent workers; and (ii) all applicable laws relating to the relations between it and any labor organization, trade union, work council, or other body representing employees of the Corporation. The Corporation does not have any current employees, any obligation to any employee or contractor or any present or future obligation under any employee benefit plan, award or arrangement.

(m) Taxes. All returns, declarations, reports, information returns and statements, and other documents relating to Taxes (including amended returns and claims for refund) (“Tax Returns”) required to be filed by the Corporation on or before the Closing have been timely filed. Such Tax Returns are true, correct, and complete in all respects. All Taxes due and owing by the Corporation (whether or not shown on any Tax Return) have been timely paid. The term “Taxes” means all federal, state, local, foreign, and other income, gross receipts, sales, use, production, ad valorem, transfer, franchise, registration, profits, license, lease, service, service use, withholding, payroll, employment, unemployment, estimated, excise, severance, environmental, stamp, occupation, premium, property (real or personal), real property gains, windfall profits, customs, duties, or other taxes, fees, assessments, or charges of any kind whatsoever, together with any interest, additions, or penalties with respect thereto. There are no liens for Taxes (other than for current Taxes not yet due and payable) upon the assets of the Corporation. Seller is not a “foreign person” as that term is used in Treasury Regulations Section 1.1445-2. The Corporation is not, nor has it been, a United States real property holding corporation (as defined in Section 897(c)(2) of the Internal Revenue Code) during the applicable period specified in Section 897(c)(1)(a) of the Internal Revenue Code. All transfer, documentary, sales, use, stamp, registration, value added, and other such taxes and fees (including any penalties and interest) incurred in connection with this Agreement shall be borne and paid by Seller when due. Seller shall, at its own expense, timely file any Tax Return or other document with respect to such taxes or fees (and Buyer shall cooperate with respect thereto as necessary).

(n) Full Disclosure. No representation or warranty by Seller in this Agreement and no statement contained in the Disclosure Schedules to this Agreement or any certificate or other document furnished or to be furnished to Buyer pursuant to this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

6. Joint Warranties of Sellers and the Corporation. Sellers and the Corporation jointly and severally warrant that all liabilities, obligations or commitments of the Corporation have been fully disclosed in writing to Buyer on the Liability Disclosure Schedule attached hereto as Exhibit 3 as of the date of execution of this Agreement. The Corporation and Sellers jointly and severally agree to hold Buyer harmless and indemnify it against any liability or obligation that has not been so disclosed.

7. Notice. All notices, demands, requests, or deliveries required or permitted hereunder shall be deemed to have been given or made (a) if delivered by hand, when delivered, which may include delivery by an overnight courier service such as UPS or FedEx, (b) if emailed, when emailed with to the email addresses for the recipient specified below and (c) if mailed, three (3) business days after being mailed first class United States mail, postage prepaid, to the addresses for the recipient specified below:

(a) If to Sellers or the Corporation:

Ms. Diana St. Marie, Secretary
P.O. BOX 787
Gold Beach, OR 97444
Phone: 541-247-7211
Email: dstmarie65@gmail.com

With a copy, which does not constitute notice, to:

Matthew H. McCormick
Fletcher, Heald & Hildreth, PLC
1300 North 17th Street, 11th Floor
Arlington, VA 22209
Phone: 703-812-0400
Email: mccormick@fhhlaw.com

(b) If to Buyer:

Dr. A.K. Pradeep
50 Sandringham Road
Piedmont CA 94611
Phone: 510-703-8000
Email: pradeep@machinevantage.com

With a copy, which does not constitute notice, to:

Dellenbach Venture Counsel
2801 Waterman Boulevard, Suite 270
Fairfield, CA 94534
Phone: 415: 432-7811
Email: notices@dellenbach.net

or to such other party or address as such Party shall specify to the other Party in writing.

8. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each fully executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

9. Fees/Expenses.

(a) Each Party shall be solely responsible for all costs and expenses (including legal, accounting and other professional fees and expenses) incurred by it in connection with the negotiation, preparation, execution and performance of and compliance with the terms of this Agreement. The FCC Filing Fee associated with the Transfer Application shall be shared equally

between the Parties. Concurrently with the filing of the Transfer Application, Seller shall pay the required filing fee and Buyer shall deliver one-half of the filing fee to Seller thereafter. All other governmental fees and charges applicable to the Closing of the transactions contemplated in this Agreement shall be paid by the Party upon whom the applicable governmental authority imposes the fee or charge.

(b) The Parties hereto hereby represent and warrant to one another that there has been no finder, broker, or consultant involved in the negotiations leading up to the execution of this Agreement other than MCH Enterprises, Inc., who has represented Sellers in this transaction. The Parties agree that Sellers will be solely responsible for the broker's compensation. The Parties agree to jointly and individually hold MCH Enterprises, Inc., harmless for any act of default or breach of the terms of this Agreement which may occur by the actions of either of the Parties.

10. Survival of Representations, Warranties, and Covenants. All representations, warranties, covenants, and agreements contained in this Agreement shall survive the Closing Date for a period of one (1) year.

11. Bulk Sale. The Parties agree that no bulk sales or financial conveyance statute applies to the transaction represented herein. Buyer waives compliance by Seller with the requirements of any such statutes, and Seller agrees to indemnify and hold Buyer harmless against any claim made against Buyer by any creditor of Seller stemming from such non-compliance.

12. Assignability. This Agreement may not be assigned without approval from the non-requesting Part(ies), which approval shall not be unreasonably withheld or delayed, except Buyer shall have the right to assign his rights and interests hereunder to a corporation or other such business entity in which Dr. A.K. Pradeep holds majority control.

13. Other Documents. The Parties shall execute and deliver on a timely basis all such further and additional documents as shall be convenient, necessary, or desirable to the implementation and consummation of this Agreement.

14. Termination.

(a) In the event of a material breach by Buyer of any term or condition of this Agreement or any representation or warranty contained herein which would render Buyer unable to perform its obligations under this Agreement, and the continuance of said breach without cure for a period of twenty (20) calendar days following written notice by Sellers to Buyer, Sellers may in their discretion terminate this Agreement without cost, penalty, or liability of any kind upon written notice to Buyer.

(b) In the event of a material breach by Sellers prior to the Closing Date of any term or condition of this Purchase Agreement or any representation or warranty contained herein, and the continuance of said breach without cure for a period of twenty (20) calendar days following written notice by Buyer to Sellers, Buyer may in its discretion terminate this Purchase Agreement

without cost, penalty, or liability of any kind upon written notice to Seller, subject to Buyer's right to seek specific performance pursuant to Section 14(c) below;

(c) Because the Majority Stock and the Corporation's Assets to be transferred pursuant to the terms of this Agreement are unique and not readily available on the open market, either Sellers or Buyer would be seriously damaged should the transaction represented herein not be consummated through no fault of their own but for reasons attributable to the offending Party.

(i) In the event of a default or breach of the terms of this Agreement by Sellers, Buyer shall have the right to enforce the terms of this Agreement by a decree of specific performance. This right shall not be exclusive of rights at law for damages to include without limitation the expenses associated with the transaction contemplated herein.

(ii) In the event of a default or breach of the terms of this Agreement by Buyer, Sellers shall have the right to retain the Escrow Deposit as liquidated damages. This right shall not be exclusive of rights at law for damages to include without limitation the expenses associated with the transaction contemplated herein.

(d) In the event the Closing does not occur within six (6) months from the date of acceptance for filing of the Transfer Application by the FCC, either Buyer or Sellers may at their option, give notice of termination of this Agreement to the other, provided the terminating Party is not in material breach or default under this Agreement. If Buyer is not in material breach or default, the amount of the Escrow Deposit shall be returned to Buyer in accordance with the terms of the Escrow Agreement without any further liability of either Party to the other.

(e) Buyer may terminate this Agreement at any time subsequent to the execution by Buyer and Sellers of this Agreement and the filing of the Transfer Application with the FCC, but prior to or upon FCC approval, and, if Sellers are not in default or breach of this Agreement, and the proposed transaction has not been canceled due to the lapse of time described in Paragraph 14(d) above, then the Escrow Deposit shall be paid over to Sellers in accordance with the terms of the Escrow Agreement without any further liability of either Party to the other.

(f) Buyer and Seller may terminate this Agreement by mutual agreement at any time, in which case, the Escrow Deposit shall be returned to Buyer in accordance with the terms of the Escrow Agreement without any further liability of either Party to the other.

(g) In the event the FCC denies the Transfer Application for reasons other than Buyer's lack of qualifications to become an FCC licensee, and the FCC's denial of the Transfer Application has become Final and no longer subject to a Petition for Reconsideration, the Escrow Deposit shall be returned to Buyer upon written demand in accordance with the Escrow Agreement without any further liability of either Party to the other.

15. Sellers' Performance at Closing. On the Closing Date at the Closing Place, Sellers shall execute and deliver or cause to be delivered to Buyer, in form and substance reasonably satisfactory to Buyer and its counsel:

(a) A certificate of Sellers stating:

(i) That all representations, warranties, and covenants of Sellers as set forth in this Agreement and in the other instruments delivered by Sellers are true and correct as of the Closing Date;

(ii) Sellers have, in all material respects, performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Sellers at or prior to the Closing Date; and

(iii) The FCC has granted the Transfer Application;

(b) Such other assignments, bills of sale, or instruments of conveyance, certificates of officers, and other documents as reasonably may be requested by Buyer to consummate this Agreement and the transaction contemplated hereby.

16. Buyer's Performance at Closing. On the Closing Date at the Closing Place, Buyer shall execute and deliver or cause to be delivered to Sellers, in form and substance reasonably satisfactory to Seller and its counsel:

(a) The Purchase Price as set forth in Section 1 hereof.

(b) A certificate of Buyer stating:

(i) That all representations and warranties of Buyer as set forth in this Agreement or in any statement, certificate, exhibit or other document delivered pursuant to this Agreement by Buyer are true and correct in all material respects as of the Closing Date; and

(ii) Buyer has, in all material respects, performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer at or prior to the Closing Date;

(c) Certified copies of resolutions approved by the Buyer authorizing and approving the execution, delivery, and performance of this Agreement and the transactions contemplated hereby; and

(d) Such other documents as reasonably may be requested by Sellers to consummate this Agreement and the transaction contemplated hereby.

17. Risk of Loss. The risk of loss or damage to any of the Corporation's Assets from fire, windstorm, casualty, liability, vandalism, burglary, or flood, or other causes whatsoever shall be upon Sellers at all times prior to the Closing and it shall be the responsibility of Sellers to repair or cause to be repaired and to restore the Corporation's Assets to their condition prior to any such loss or damages. In the event of any such loss or damages, Sellers shall notify Buyer of same in writing within two (2) business days, specifying with particularity the loss or damage incurred, the cause thereof, if known or reasonably ascertainable, and the insurance coverage. The proceeds of

any claim for any loss payable under any insurance policy with respect thereto shall be used to repair, replace, or restore any such Assets to their former condition.

18. Indemnification by Sellers. Sellers agrees that they shall indemnify and hold Buyer and its affiliates (including the Corporation) harmless from and against (a) any and all damages, claims, losses, expenses, costs, obligations, and liabilities including, without limiting the generality of the foregoing, liabilities for reasonable attorney's fees and disbursements suffered, directly or indirectly, by Buyer by reason of, or arising out of any breach of representation or warranty made by Sellers pursuant to this Agreement, (b) any failure by Sellers to perform or fulfill any of their covenants or agreements set forth in this Agreement, (c) any failure by Sellers to pay or perform when due any of the Retained Liabilities, (d) any litigation, proceeding or claim by any third party relating to the business or operations of the Stations prior to the Closing Date, and (e) any taxes arising out of this Agreement or from the existence or operation of the Corporation during any tax year prior to the tax year in which the Closing occurs.

19. Indemnification by Buyer. Buyer agrees that it shall indemnify and hold Sellers harmless from and against (a) any and all damages, claims, losses, expenses, costs, obligations, and liabilities including, without limiting the generality of the foregoing, liabilities for reasonable attorney's fees and disbursements suffered, directly or indirectly, by Sellers by reason of, or arising out of any breach of representation or warranty made by Buyer pursuant to this Agreement, (b) any failure by Buyer to perform or fulfill any of its covenants or agreements set forth in this Agreement, or (c) any litigation, proceeding or claim by any third party relating to the business or operations of the Station after the Closing Date.

20. Waiver. No waiver by a Party of any provision of this Agreement shall be considered a waiver of any other provision of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this agreement or at law.

21. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Oregon, without regard to conflicts of laws principles.

22. Entire Agreement. This Agreement constitutes the full and entire understanding of the Parties with respect to the subject matter hereof, and any prior agreement or understanding concerning the same is hereby terminated and canceled in its entirety and is of no further force and effect.

23. Attorneys' Fees for Actions Under This Agreement. If any suit action or proceeding is commenced by either Party to this Agreement against the other to obtain any relief by reason of any alleged breach of the representations, warranties, indemnities, or covenants contained in this Agreement, or to enforce any of the provisions of this Agreement or to determine either or both of the Parties' rights, duties, or obligations hereunder, the prevailing Party shall be entitled to recover reasonable attorneys' fees and all costs and expenses relating to such suit, actions or proceedings.

24. Binding Effect. This Agreement is binding upon and shall inure to the benefit of the Parties hereto, their respective insurers, agents, administrators, employees, representatives, partners, officers, directors, shareholders, affiliates, joint venturers, attorneys, assigns, heirs, and successors in interest.

25. Arbitration. The parties agree that any unresolved controversy or claim arising out of or relating to this Agreement, or breach or interpretation hereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and Expedited Procedures before a single arbitrator in Eugene, Oregon, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Time is of the essence for any arbitration under this agreement and arbitration hearings shall take place within 90 days of filing and awards rendered within 120 days. The arbitrator shall agree to these limits prior to accepting appointment.

26. Warranty of Signatories. Each of the persons signing this Agreement on behalf of an entity warrants and represents that he has the right, power, legal capacity and authority to execute this Agreement on behalf of such entity, without the concurrence or approval of any other person, any entity, or any court, and to hereby bind such entity to this Agreement.

27. Headings. The headings of the Sections of this Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit, or describe the scope of this Agreement or the intent of any Section hereof.

28. Confidentiality. From and after the Closing, Sellers shall hold, in confidence any and all information, in any form, concerning the Corporation, except to the extent that Sellers can show that such information: (a) is generally available to and known by the public through no fault of Sellers; or (b) is lawfully acquired by Sellers from and after the Closing from sources which are not prohibited from disclosing such information by any obligation. If either of Sellers is compelled to disclose any information by law or governmental order, he or she shall promptly notify Buyer in writing and shall disclose only that portion of such information which is legally required to be disclosed. Such Seller shall use reasonable best efforts to obtain as promptly as possible an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

29. Non-Competition. For a period of five (5) years commencing on the Closing (the "Restricted Period"), Each of Sellers shall not, directly or indirectly: (i) engage in or assist others in engaging in any activity that is the same as, or similar to, any activity that the Corporation currently engages in within the Territory (as defined below) (the "Restricted Business") as long as the Corporation or Buyer engages in the Restricted Business; or (ii) have an interest in any person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, member, manager, employee, principal, agent, or consultant, as long as the Corporation or Buyer engages in the Restricted Business. The parties hereto intend this covenant to be construed as a series of separate covenants, one for each county listed, each of which shall be identical except for the county listed. The term "Territory" means the area within the 1.0 mv/m contour of the Station. Sellers acknowledge that the restrictions contained in this Section 29 are reasonable and necessary to protect the legitimate interests of Buyer and constitute

a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated by this Agreement. In the event that any covenant contained in this Section 29 should ever be adjudicated to exceed the time, geographic, product or service, or other limitations permitted by applicable law in any jurisdiction or any governmental order, then any court is expressly empowered to: (i) reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service, or other limitations permitted by applicable law or such governmental order; or (ii) as necessary, deem such covenant to be eliminated from this Agreement to the extent necessary to permit the remainder of this Agreement to be enforced. The covenants contained in this Section 29 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Stock Purchase Agreement on the day and year first above written.

SELLERS
DALE ST. MARIE
DIANA ST. MARIE

BY: DocuSigned by:
Dale St. Marie
3A89DF5821C6460...
DocuSigned by:
Diana St. Marie
DB5C32CEE4D14C7...

CORPORATION
ST. MARIE COMMUNICATIONS, INC.

BY: DocuSigned by:
Dale St. Marie
3A89DF5821C6460...
Dale St. Marie, President

BUYER

THE ANANTHA PRADEEP TRUST DATED
DECEMBER 4, 2018.

BY: DocuSigned by:
Anantha Pradeep
61B42432E66F41D...
Anantha Pradeep, Trustee

**EXHIBIT 1
ESCROW AGREEMENT**

EXHIBIT 2
PURCHASED ASSETS

- (a) All FCC Licenses and applications of Seller which pertain to the Station:

FCC License: BLH-19860716KF

Original Grant: June 25, 1987

Subsequently Renewed: 3/18/93; 1/27/98; 1/26/06; and 1/24/14

Expiration: February 1, 2022

Aural Studio Transmitter Link License - WLJ762

Status: Active

Grant Date: August 27, 1992

Expiration: February 1, 2022

- (b) Office furniture, fixtures, and broadcast equipment (which for the purposes of the transaction contemplated herein shall be considered "Tangible Personal Property"):

Main Office and Studio:

- 6 2 MICROWAVE ANTEN
- 7 OFFICE DESK
- 8 ELECTRO VOICE MIKE
- 9 ITC RECORDER PLAY
- 10 TEAC TAPLE PLAYER
- 11 COMPTUER STAND
- 12 CONEX ELECTRO SYS
- 13 HON FILE CABINET
- 14 SONY RADIO
- 15 4 COMPREHENSIVE C
- 16 2 ITC REMOTE PLUG
- 17 SHARP COPY STAND
- 18 2 WOOD SHELVES
- 19 2 WOOD SHELVES
- 20 SALES DESK
- 21 2 BULLETIN BOARDS
- 22 BULLETIN BOARD
- 23 FIRST AID KIT
- 24 EXECUTIVE CHAIR
- 25 EXECUTIVE CHAIR
- 26 OFFICE CHAIRS
- 27 3 WASTEBASKETS
- 28 SHURE MICROPHONE
- 29 BOOM MOUNT
- 30 CART RACK
- 31 TURNTABLE INNERFACE
- 32 TECHNICS TURNTABLE
- 33 CONTROL ROOM FURN
- 34 TURNTABLE PREAMP
- 35 SYMTRIX CLIPPER
- 36 SDA 8A

Main Office and Studio Continued:

- 37 PATCH BAY
- 38 POWER AMP DML 85
- 39 DCONTROL BOARD BMX
- 40 SPEAKERS
- 41 300 7 1/2 REELS O
- 42 SOUND LIBRARY
- 43 50 TEN INCH TAPES



- 47 CART INNERFACES
- 48 ITC RECORD PLAY C
- 49 DOUBLE DOOR CABIN
- 50 CALCULATOR
- 51 AMPEX PLAYER MODE
- 52 2 EQUIPMENT RACKS
- 53 TECHNICS
- 54 NSM CD 3101 AC, C
- 55 BROADCASTING EQUIP
- 56 MARTI TRANSMITTER
- 58 HARDRIVE
- 59 CELLCASTER
- 60 MICROPHONE
- 61 CPU TOWER
- 62 CPU TOWER
- 63 EXECUTIVE CHAIRS
- 64 COLE 3 DRAWER CAB
- 65 APC BACKUP SYSTEM
- 66 WEATHER STATION
- 67 MAGNETIC TAP ERA
- 68 OPEN 300 MH COMPU
- 69 CPU TOWER AZTEC
- 70 IBM SCANNER
- 71 POWER BACK SYSTEM
- 72 CHAIRS
- 73 CASE SWAP CASE FA
- 74 POWER SUPPLY
- 75 SHELVES BRACKETS
- 76 CD TRAY
- 77 DAVIS INST
- 79 MP3
- 80 CASE FAN
- 81 POWER SUPPLY
- 82 NAV2003PRO; APC BK
- 83 ADOBE SYSEM
- 84 2-128 MED MEMORY
- 85 POWER SUPPLY/DATA
- 86 HARDDRIVE/FANS
- 87 PA SYSTEM
- 88 MONITOR/REPAIRS
- 89 HEADSET W/CONNECT
- 90 CELLPHONE
- 91 AC POWER SUPPLY]
- 92 TRIPOS SPEAKER ST
- 93 17" MONITOR
- 94 BATTERIES

Main Office and Studio Continued:

- 95 STEREO LEVELER
- 96 CD PLAYER W/AUTO
- 97 COMPUTER
- 98 UPS BACKUP
- 100 XMITTER COMBINER
- 101 AES COMUTERS
- 102 BSW HEADPHONES
- 103 ENVIRODRY-HARD DR
- 104 AES BATTERY BACKUP
- 105 MBNA-HEADPHONES
- 106 AES COMPUTER
- 107 AES-HEADPHONES
- 108 PHONE SYSTEM
- 109 HP PRINTER/MONITOR
- 110 PHONE SYSTEM
- 111 BSW-DIGITAL HYBRI
- 112 TFT, INC-EAS FM
- 113 PLATINUM PLUS-EAS
- 114 AES COMPUTER
- 115 PLATINUM PLUS-LAP
- 116 MBNA-DOCKING STAT
- 117 ENVIRODRY-HARD DR
- 118 HEADPHONES
- 119 IPOD
- 120 MICROWAVE
- 121 FILE CABINET
- 122 5-PACK BSW
- 123 USB
- 124 CABLES
- 125 CABLES FOR SIMIAN PROGRAM
- 126 8-CHANNEL
- 127 RACK
- 128 8-CHANNEL
- 129 DIGITAL SCANNER
- 130 RACK MOUNT UPS
- 131 COMPUTER XP4200
- 132 HP NETWORK LASER PRINTER
- 133 3 LCD MONITORS @ \$150ea
- 134 USB MONITORING SYSTEM
- 135 DIGITAL TUNER
- 136 POWER SUPPLY/FAN
- 137 MIC/HEADPHONES(3)
- 138 FM EXCITER
- 139 (2) THUMB DRIVES
- 140 160 GIG DRIVE
- 141 19" MONITOR
- 142 MICPHONE CORD
- 144 20" MONITOR
- 145 POWER SUPPLY
- 146 POWER SUPPLY
- 147 POWER SUPPLY
- 148 HARD DRIVE
- 149 4-PORT POWER HUB
- 150 INNKEEPER BOX
- 151 LED LCD Monitor
- 152 Office Chair

Transmission Site:

- 1 MOSLER PBR 15 R/C
- 2 RACK
- 3 SHIVELEY 3000-3A
- 4 RHON TOWER
- 5 SCALA ANTENNA
- 6 TRANSMITTER BATTERY
- 7 ERS TRANSMITTER
- 9 RECEIVER SPLITTER
- 11 300 WATT FM TRANSMITTER
- 12 MARTI STL COMP RECEIVER

(c) Contracts for the sale of advertising time on the Station which shall survive the Closing:

None. Certain advertisers, however, informally commit to annual advertising buys. A list of those account will be provided under separate cover.

(d) All right, title, and interest to any and all content, documents, logos, marketing collateral, rights, licenses, permits, authorizations, Intellectual Property, goodwill and other intangibles, to the extent lawfully transferable, which are used, useful, or intended to be used in the operations of the Station, including but not limited to internet domain names, Facebook registrations, and intellectual property related to the Station;

www.kgbr.com
<https://www.facebook.com/92.7thebridge>
The Bridge to all good music... and to all GREAT listeners
The Bridge

(e) All files, records, and logs pertaining to the operation of the Station including the Station's Public Inspection Files to include the Station's Online Public Inspection Files ("OPIF")

(f) Corporation shall remain responsible for specific contracts, leases, and agreements which Buyer shall have reviewed and agreed that Corporation shall retain ("Retained Contract"), and in the event of a Retained Contract, Buyer shall indemnify Seller against any and all claims which may arise as a result of Buyer's non-performance thereunder. The following are the significant Retained Contracts but should not be considered limiting if any other such contracts are currently in force and maintained by the Corporation but not included here:

Professional Rights Organizations:

ASCAP
BMI
SESAC
GMR
Sound Exchange

Utilities:

Electric: Coos-Curry Electric Co-op
Telephone: Charter Communications Spectrum Business
Telephone: Verizon Wireless (two cell phones and sports broadcast cell phone)
Internet: Charter Communications Spectrum Business

Insurance:

General Liability: Mutual of Enumclaw
Oregon Workers' Comp: SAIF

Software Support:

Marketron Broadcast Solutions
BSI Simian Automation (as needed, no contract)
Natural Music Scheduler Support (annual)
iPage (Host Domain and Webmail)
Apple Online (iphone can stream KBGR)

Sales Rep: Tacher Co. (contract has expired but notice may be required)

Program Agreements:

American Comedy Network (barter)
The Conspiracy Show (barter)
Old Time Radio (barter)
MG Kelley (barter)

Radio Imaging Support:

Splat Imaging (barter)

Radio Programming Support:

Info Trak (barter for quarterly Issues/Programs)

Transmitter Site Lease:

Coos-Curry Electric Company
(Copy Provided under Separate Cover)

Note: Regarding the Station's office and studio, the Corporation has rented the space on a month-to-month basis for many years. The current rent is \$275 a month. The property manager has indicated there would likely be a 10% increase in the rent upon a change in station ownership and if the successor corporation ownership maintains the rental arrangement

(g) The minute books and share record books of the Corporation, all of which are in the possession of the Corporation and have been made available to Buyer, are complete and correct.

(h) City of Gold Beach Business License.

Excluded Assets:

Excluded Assets shall include cash, cash equivalents, pre-paid deposits, advertising contracts for other than cash (“Trades”) that have not been reviewed and accepted by Buyer. Specifically excluded are the following items previously identified as:

- 44. Rock Albums
- 45. 45 Records
- 46. 100 Old 45 Records

Pre-Closing Accounts Receivable:

Buyer shall purchase the Accounts Receivable as of the Closing Date (the “pre-Closing Accounts Receivable”) as follows.

At the Closing, Sellers shall provide Buyer a true and complete list of the pre-Closing Accounts Receivable and the aging thereof. The value of the pre-Closing Accounts Receivables is referred to as the “Receivables Price.” Buyer shall pay Sellers 80% of the Receivables Price on the Closing Date (“Initial Receivables Payment”).

During the ninety (90)-day period following the Closing Date (the “Collection Period”), Buyer shall use reasonable efforts to collect the pre-Closing Accounts Receivable, consistent with its usual collection practices (but without obligation to institute legal proceedings or use any other extraordinary means of collection), and to the extent the Corporation receives payment for pre-Closing Accounts Receivable in excess of the Initial Receivables Payment, Buyer shall pay such excess to Sellers, up to the total Receivables Price.

Each payment received by Buyer that is not specifically designated in writing as a payment of a particular invoice or invoices shall be presumptively applied by Buyer to the Account Receivable for such customer outstanding for the longest amount of time; provided, however, that if, after the Closing Date, Buyer or Seller receives a written notice of dispute from a customer with respect to a pre-Closing Account Receivable that has not been resolved, Buyer shall apply any payments from such customer to such customer’s oldest, non-disputed Account Receivable. Buyer shall remit such collections to Sellers within ten (10) days after the end of each calendar month in the Collection Period.

At the end of the Collection Period, Buyer shall return to Sellers any uncollected pre-Closing Accounts Receivable, and Buyer shall have no further obligation with respect to the pre-Closing Accounts Receivable. If at the end of the Collection Period, the amount of pre-Closing Accounts Receivable actually collected by Buyer is less than the Initial Receivables Payment, Seller shall within 10 days pay Buyer the difference between the Initial Receivables Payment and the actually collected Accounts Receivables Payment.

Notice to Advertisers:

Promptly following execution of this Agreement and concurrent with the filing of the Transfer Application, Sellers will send a letter or otherwise communicate with advertisers in a “warm” method and manner thanking them for their support and welcoming the Buyer and encouraging their continued advertising support of the Station as the Station continues to support the community.

EXHIBIT 3
LIABILITY DISCLOSURE SCHEDULE

As of Closing, none.

**EXHIBIT 4
RETAINED LIABILITIES**

None.