

AGREEMENT OF PARTNERSHIP

This Agreement of Partnership made this 6th day of March, 2017, by and between Russell S. Kimble and Patricia J. Anderson, hereinafter referred to as the "Partners."

The Partners hereto agree as follows:

ARTICLE I

NAME, CHARACTER, PLACE OF BUSINESS AND TERM OF PARTNERSHIP

1. The business of the partnership shall be conducted under the firm name of the Russell S. Kimble and Patricia J. Anderson Partnership.

2. The purpose of the partnership shall be to own and operate broadcast station(s) and related facilities.

3. The principal place of business of the partnership shall be at **1395 NEW SEABURY, Victor, NY 14564**, but business may be conducted at locations as may from time to time be agreed upon by the Partners.

4. The partnership shall commence on the 6th day of March, 2017, and shall continue indefinitely unless terminated by agreement of all Partners or by the termination provisions of this agreement or the applicable laws of the State of New York.

ARTICLE II

CAPITAL CONTRIBUTIONS, ACCOUNTS AND WITHDRAWALS

1. The Partners shall contribute sums of cash and other capital in the according to the following percentages: Russell S. Kimble -- 51% and Patricia J. Anderson -- 49% (the "partnership split"), to be used, laid out, and employed between them for the management of the said business, as aforesaid, to their mutual benefit and advantage. Voting control of the partnership shall be held by Russell S. Kimble as reflected in the partnership split.

2. Each Partner may make additional contributions to the capital of the partnership in such amount as may from time to time be agreed upon by the Partners.

ARTICLE III

DUTIES AND POWERS OF PARTNERS

1. The Partners shall to the utmost of their skill and power exert themselves, for their mutual interest, profit, benefit and advantage, and will, at all times during their partnership, bear, pay, and discharge, between them according to the partnership split, or as otherwise mutually agreed, all expenses that may be required for the support and management of the said business; that all gains, profits and increase that shall come, grow or arise from or by means of the said business, shall be divided between them, according to their partnership split; and all loss that shall happen to their said business, by bad debts, or otherwise, shall be borne and paid between them according to their partnership split; that there shall be kept, at all times during the continuance of their partnership, perfect, just and true books of accounts, in accordance with standard accounting principles, which said books shall be used in common between the said Partners, so that either of them may have access thereto without any interruption, or hindrance of the other.

2. Each Partner, for the purposes of the business aforesaid, shall have power to use the name of the firm, and bind the same, in making contracts and making purchases, and in otherwise acting on account of the said firm, and for the benefit thereof, and not otherwise, in connection with the broadcast station(s); provided, however, that neither Partner shall contract liabilities in the name and on the credit of the firm in and amount to exceed the sum of \$500.00 without the consent of the majority Partner.

ARTICLE IV
TERMINATION OF PARTNERSHIP

1. The partnership shall terminate upon the death, disability or mutual agreement of the Partners.

2. In the event of the dissolution of the partnership by the agreement, death, or disability of a Partner, a proper accounting shall be made of the Capital Accounts of each Partner and of the net profit or net loss of the partnership from the date of the last previous accounting to the date of dissolution.

3. Upon the termination of the partnership business by agreement of the Partners, or for any other reason, its liabilities and obligations to creditors shall be paid and its assets, or the proceeds of their sale, shall then be distributed in the following order:

(a) All contributions for expenses made by either Partner in excess of that made by the other Partner shall be reimbursed at 12% APR.

(b) All remaining property of the partnership shall be divided according to the partnership split.

Executed on the date written above:

Russell S. Kimble

Patricia J. Anderson

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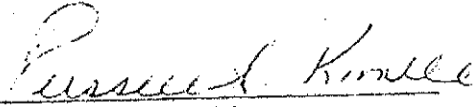
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Executed on the date written above:



Russell S. Kimble



Patricia J. Anderson