

EX 1

ASSIGNMENT TO
S. HERSHEL LAKE EXEMPT MARITAL TRUST

By this assignment we, GERALDINE V. LAKE, STEVEN CHARLES LAKE and DAVID C. LAKE, Co-Executor's of the Steve Hershel Lake Estate, do hereby assign the assets hereinafter listed to the S. Hershel Lake Exempt Marital Trust upon execution of this assignment. Said assets represent all assets owned by S. Hershel Lake, Individually, which did not pass by operation of law or designation at his death.

- 1) A controlling interest in Radio Acquisition Corp. Inc;

We hereby warrant and represent that we have the legal right, power, and authority to assign the assets listed and that the execution and delivery of this Assignment will not result in a breach or violation of any agreement by which we are bound.

STEVE HERSHEL LAKE ESTATE

By: Geraldine V. Lake
Geraldine V. Lake, Co-Executor

Date: 1/10/2017

By: Steve Lake
Steven Charles Lake, Co-Executor

Date: 1/10/2017

By: David C. Lake
David C. Lake, Co-Executor

Date: 1/10/2017

EX 2

CHANCERY COURT
OF GILES COUNTY, TENNESSEE

IN THE MATTER OF THE ESTATE OF
STEVE HERSHEL LAKE, DECEASED

Resident of Giles County, Tennessee

Address: 334 Hicks Cut Road

Pulaski, Tennessee 38478

Date of Death: November 29, 2014

Co-Executors: Geraldine V. Lake, Steven Charles Lake, David Christopher Lake

NO. P-1084-15
PROBATE

FILED

2015 JAN -6 PM 1:12

MERRY B. SIGMON
CLERK & MASTER
GILES COUNTY, TENN.

LETTERS TESTAMENTARY

Whereas, it appearing to this Court that the above named deceased person has made a Last Will and Testament appointing the above named Co-Executors to the same, which Will has been exhibited in this Court and proved as the Law directs, and the Co-Executors having qualified according to Law;

It is, ORDERED that Letters Testamentary are hereby issued to the above named Co-Executors being now therefore empowered to enter into and take possession of all property rights and credits of this deceased person and to administer this Estate as required by Law.

IN WITNESS WHEREOF, I have issued these Letters Testamentary, this the 6th day of January, 2015.

MERRY B. SIGMON, CLERK & MASTER

Merry B. Sigmon

STATE OF TENNESSEE
COUNTY OF GILES

I do solemnly swear that I will honestly and faithfully discharge the duties imposed on me according to the terms of the Last Will and Testament and by Law, to the best of my ability, so help me God.

Geraldine V. Lake
GERALDINE V. LAKE

Steven Charles Lake
STEVEN CHARLES LAKE

David C. Lake
DAVID C. LAKE

CO-EXECUTORS

Subscribed and sworn to before me, this 6th day of January, 2015.

MERRY B. SIGMON, CLERK & MASTER

Merry B. Sigmon

CERTIFICATE

I, Clerk and Master of this Court, certify that: (i) this is a Court of Record; (ii) the above is a true, full and correct copy of the Letters Testamentary issued by the Court in this Estate; (iii) these Letters are still in full force and effect as of this date; and (iv) these Letters appear of record in this Court's Probate Minute Book 12, Page

Witness my hand and seal this the 6th day of January, 2015.

MERRY B. SIGMON, CLERK & MASTER

Merry B. Sigmon
Giles County Courthouse
P. O. Box 678
Pulaski, Tennessee 38478

EX 3

AGREEMENT made January 30, 2018 between the HERSHEL LAKE EXEMPT MARITAL TRUST "Seller") and LAKEWAY PUBLISHERS, INC., a Tennessee corporation ("Buyer").

Seller is the owner of Controlling Interest of the issued and outstanding shares of Radio Acquisition Corporation (the "Company").

Buyer is the owner of Minority Interest of the issued and outstanding shares of the Company.

The parties have agreed upon the purchase and sale of Seller's shares on the terms hereof.

The parties wish to execute an agreement that allows Buyer to assume the entire indebtedness of the Company (by refinance or otherwise) in complete consideration of the Seller conveying its shares of the Company to Buyer.

IT IS THEREFORE AGREED:

1. **Sale.** Seller hereby sells and Purchaser hereby purchases all of seller's shares in the company.

2. **Conditions precedent.** Seller's obligation to sell and Buyer's obligation to purchase is subject to the payment in full of the Company's obligation to SunTrust Bank in the approximate amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) thereby releasing any liability of Seller. S. Hershel Lake or the Estate of S. Hershel Lake to SunTrust Bank.

As a result of this sale and part of the consideration, Seller S. Hershel Lake, the Estate of S. Hershel Lake, Steven C. Lake, David Lake or Geraldine Lake, (the "Lakes") will have no liability to the Company or Buyer and the Company and Buyer will have no liability to the Lakes.

William O. Foutch, Jr.
830 West First North Street, Morristown, TN 37814

3. **Title.** Seller represents and warrants that it is the sole owner of and has the right to sell the shares in the Company, that such shares are free and clear of all encumbrances and Buyer shall receive good and marketable title to all shares delivered under this agreement.

Seller has had available all financial records of the Company it requires and is relying on its review of those records and is not relying on representations of Buyer or third parties.

4. **Broker.** Each party represents to the other that there is no broker or other person or entity entitled to compensation as a result of this transaction.

5. **Notices.** All notices pursuant to this agreement shall be in writing and shall be sufficient if delivered, sent or mailed as follows:

If to Seller:

S. Hershel Lake Exempt Marital Trust

334 Hicks Court Pylesville, TN 38478

With copy to colby@baddourlaw.com

If to Buyer:

Lakeway Publishers, Inc.

P. O. Box 625

Morristown, Tennessee 37815

Attention: R. Jack Fishman

6. **Resignations.** Upon the execution hereof, Steven C. Lake will tender a letter of resignation, resigning his position as President of the Company effective upon the closing of the transaction contemplated by this Agreement. Said letter of resignation shall be held in escrow by Seller's Counsel, A. Colbrook Baddour, and will be transferred to Buyer's counsel at closing.

7. **Benefit.** This agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors or assigns.

IN WITNESS WHEREOF the parties have executed this agreement.

LAKEWAY PUBLISHERS, INC.

By: *R. Jack Fishman*
R. JACK FISHMAN
PRESIDENT

S. HERSEL LAKE EXEMPT MARITAL TRUST

By: *Geraldine Lake*
GERALDINE LAKE
TRUSTEE