ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), is made this 13th day of November 2019, by and between Kona Coast Radio, LLC, a Colorado limited liability company (hereinafter, "KCR" or "Seller"), and Northwest Capital Corporation, a business corporation domiciled in the State of Utah (hereinafter, "NCC" or "Buyer") (collectively, the "Parties").

W I T N E S SE T H:

WHEREAS, Seller is the owner of Standard Broadcast Station KJJC (AM), Murray, Utah, FCC Facility ID #58303 (hereinafter, the "Station)"; and

WHEREAS, Seller is Permittee of a Construction Permit for FM Translator K260DR, Bluffdale, Utah, (FCC Facility ID #202893 (hereinafter, the "Translator CP") issued by the Federal Communications Commission (hereinafter, "FCC"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, the assets of the Station; and

WHEREAS, Seller and Buyer desire to assign the FCC License for the Station and the Translator CP (the "FCC Authorizations") to Buyer; and

WHEREAS, consummation of the transactions contemplated in this Agreement is subject to the prior approval of the Federal Communications Commission, Washington, DC;

NOW THEREFORE, the Parties wishing to be legally bound do hereby agree to the following:

1. Assets to be Purchased by Buyer

Seller agrees to sell, transfer, assign, convey, and deliver to Buyer, and Buyer agrees to purchase:

(a) all equipment currently used in the operation of the Station;

(b) all goodwill and rights which Seller has in the frequency and call letters of Station (the "Intangibles").

All assets to be conveyed shall be free and clear of any security interests, mortgages, or other encumbrances.

2. Excluded Assets

Excluded from this transaction are the building, tower, diplexer, and land which make up the tower site from which the Station broadcasts, which shall be retained by the Seller.

3. Assignment of the FCC Authorizations

Subject to the prior approval of the FCC, which shall be obtained by its grant of the Assignment Application (defined below), Seller agrees to assign to Buyer the FCC Authorizations for KJJC (AM) and K260DR.

Buyer and Seller shall cooperate in the preparation of the FCC Application (hereinafter, the "Assignment Application") necessary to obtain FCC approval for the assignment of the FCC Authorizations from Seller to Buyer.

The Application is to be prepared and filed within 10 business days of signing this Agreement.

All filing fees associated with the filing of the Assignment Application shall be paid by the Buyer.

4. Purchase Price

In consideration for the assets to be conveyed by Seller to Buyer, and the assignment of the FCC Authorizations by Seller to Buyer, Buyer shall pay to Seller a total of $90,000 (Ninety-Thousand U.S. Dollars) as follows:

a. A payment of $9,000 (Nine-Thousand U.S. Dollars) on the Closing Date;

b. Execution of a Promissory Note, on the Closing Date, in the amount of $81,000 (Eighty-One-Thousand U.S. Dollars) for the balance due to Seller from Buyer (attached as Exhibit A to this Agreement).

5. Warranties of Seller

Seller hereby warrants and covenants that: (a) the FCC Authorizations Seller holds are valid, and that there are no outstanding unsatisfied FCC citations or cease and desist orders against Station, and that none are currently anticipated; (b) Seller is aware of no ongoing investigation of the Station by the FCC or by any other federal or state governmental agency, or of any conditions at the Station which are in violation of any FCC Rule or policy; (c) Seller is aware of no litigation, proceeding, or investigation whatsoever, pending or threatened, against or relating to the Station its business, or the property to be transferred hereunder and that it knows of no reason why the FCC would not find it qualified to assign its Authorizations ; (d) Seller will deliver the Station assets at Closing free and clear of all debts, liens, or other encumbrances; (e) Seller has full power and authority to enter into and perform this Agreement, the execution and delivery of this Agreement and the performance of all obligations hereunder shall have been duly authorized, and this Agreement constitutes a valid and binding obligation of the Seller, enforceable in accordance

with its terms; (f) to the best of Seller's knowledge, Seller has filed all forms and reports with the FCC which are required to be filed with respect to the Station; and (g) Seller indemnifies and holds Buyer harmless from any and all claims of trade creditors, judgment creditors, lien holders, purported owners, or any other person making a claim by or through Seller or asserting any claim on the assets purchased under this Agreement.

6. Warranties of Buyer

Buyer hereby warrants and covenants that: (a) Buyer is legally, financially, and otherwise qualified to become the licensee of the Station; (b) Buyer knows of no reason why the FCC would not approve the Assignment of the FCC Authorizations to Buyer; (c) Buyer has full power and authority to enter into and perform this Agreement; (d) the execution and delivery of this Agreement and the performance of all obligations hereunder has been duly authorized and this Agreement constitutes a valid and binding obligation of Buyer, enforceable in accordance with its terms; and (e) Buyer indemnifies and holds Seller harmless from any and all claims having to do with Buyer's operation of the Station subsequent to the Closing Date.

The Buyer's decision to enter into this Agreement is based solely on its own understanding of radio broadcasting, AM broadcast station and FM radio translator operations, and all other relevant factors pertaining to the purchase, ownership and operation of KJJC and K260DR. Buyer is not relying on any representations of Seller in making its decision to enter into this Agreement except those expressly stated in this Agreement. Buyer has had adequate opportunity for due diligence