

PURCHASE AGREEMENT

THIS AGREEMENT, entered into as of the 11th day of December 2014 by and between David Primm ("Seller") and Brent Gaddis ("Buyer");

WITNESSETH:

WHEREAS, Seller is the owner, licensee and operator of K36JH, Barstow-Victorville, CA (the "Station");

WHEREAS, Buyer desires to purchase from Seller and Seller desires to sell to Buyer, the assets of the Station, all subject to the consent by the Federal Communications Commission (herein called the "Commission") to the assignment by Seller to Buyer of the licenses to operate the Station and upon the other terms and conditions hereinbelow set forth;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

ARTICLE I

AGREEMENT TO SELL AND PURCHASE ASSETS

I.1 Upon the terms and subject to the conditions herein set forth, Seller hereby agrees to sell, transfer, assign and deliver to Buyer at the time and place of closing by such bills of sale, assignments and other documents as may reasonably be requested by counsel for Buyer, and Buyer hereby agrees to then and there purchase and accept delivery of, the following properties and assets of Seller (the "Assets"):

(a) all licenses issued by the Commission for the operation of the Station, (the "Licenses") and all other transferable licenses, permits and authorizations held by Seller for use in the operation of the Station, including, without limitation, the license listed on Schedule 1 hereof,

(b) all tangible personal property of Seller used or held for use in the operation of the Station as of the Closing Date (as hereinafter defined), all trade names, trademarks and copyrights, if any, owned by Seller on the date hereof or on the Closing Date which are used in the operation of the Station, including the call letters K36JH.

PURCHASE PRICE FOR ASSETS

I.2 As payment in full for the Assets, Buyer hereby agrees to pay to Seller, and Seller hereby agrees to accept, the sum of Five Thousand Dollars cash at Closing and;

I.3 Transfer of all of Buyer's rights, title and interest into that certain mining claim located near Victorville, CA as more particularly described in Schedule 2 attached hereto (the "Mining Claim").

ARTICLE II

ASSUMPTION OF LIABILITIES

II.1 Seller hereby agrees and acknowledges that Buyer will assume no liabilities, obligations and commitments of Seller.

ARTICLE III

COOPERATION IN OBTAINING COMMISSION'S CONSENT TO ASSIGNMENT OF LICENSES; COMPLETION OF MINING CLAIM SALE

III.1 Seller and Buyer hereby agree that the assignment to Buyer of the Licenses is subject to the consent of the Commission. Following the execution of this Agreement, Buyer and Seller shall proceed to file with the Commission as expeditiously as practicable, and in no event later than twenty (20) days after the date of this Agreement, all requisite applications and other necessary instruments required to obtain such consent, and agree thereafter to prosecute said application or applications with all reasonable diligence and otherwise to cooperate with each other and to use their best efforts to obtain the requisite consent promptly and to carry out the provisions of this Agreement. Buyer and Seller hereby agree to provide whatever additional information the Commission requests in processing said application or applications, and that such information will be furnished within the time established by the Commission in its request. Buyer shall pay all filing fees associated with such application for assignment.

III.2 Seller and Buyer hereby agree that the Closing with respect to the Station sale shall not be delayed or otherwise affected by steps that may need to be taken, if any, to perfect title to the Mining Claim. It shall be the responsibility of the Station Seller to perfect the transfer of ownership of the Mining Claim, including but not limited to recordation, title insurance, and defense of any competitive or supervening claims of whatever kind. Station's Seller shall pay all fees that may be required in that regard.

ARTICLE IV

TIME AND PLACE OF CLOSING

IV.1 Seller and Buyer hereby agree that:

(a) The date of closing (the "Closing Date") for the consummation of this transaction shall be the later of (1) the earliest of (i) five (5) business days after the Commission's consent to the assignment by Seller to Buyer of the Licenses shall have become a Final Order (as hereinafter defined), or (ii) such date subsequent to the consent by the Commission to the assignment by Seller to Buyer of the Licenses as may be designated by Buyer

with five (5) business days advance written notice to Seller. The time of closing hereunder shall be 10:00 A.M. on the Closing Date.

(b) For purposes of this Agreement, "Final Order" means a written action or order issued by the Commission consenting to the assignment of the Licenses from Seller to Buyer (i) which has not been reversed, stayed, enjoined, set aside, annulled or suspended and (ii) with respect to which (A) no requests have been filed for administrative or judicial review, reconsideration, appeal or stay and the periods provided by statute or Commission regulations for filing any such requests and for the Commission regulations for filing any such requests and for the Commission to set aside the action on its own motion have expired or (B) in the event of review, reconsideration or appeal, the period provided by statute or Commission regulation for further review, reconsideration or appeal has expired.

ARTICLE V

CONDITIONS PRECEDENT TO OBLIGATIONS OF BUYER

The obligations of Buyer hereunder are each and all conditioned upon the happening of the following events or the existence of the following conditions at or during the respective times below indicated, namely:

V.1 Within 180 days after the date hereof, or a later date if mutually consented to in writing by Buyer and Seller, the Commission shall have consented to the assignment by Seller to Buyer of the Licenses and on the Closing Date such consent shall be a final Order.

V.2 As of the Closing Date, no suit, action, claim or governmental proceeding shall have been instituted, taken, pending or threatened against Seller which might materially adversely affect the transaction contemplated hereby or the Assets or the business or operations of the Station.

V.3 The representations and warranties of Seller set forth below will be true and correct in all material respects on the Closing Date as if made on and as of the Closing Date.

ARTICLE VI

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER

The obligations of Seller hereunder are each and all conditioned upon the happening of the following events or the existence of the following conditions at or during the respective times below indicated, namely:

VI.1 Within 180 days after the date hereof, or a later date if mutually consented to in writing by Buyer and Seller, the Commission shall have consented to the assignment by Seller to Buyer of the Licenses.

VI.2 (a) The representations and warranties of Buyer set forth below shall be true and correct in all material respects on the Closing Date as if made on and as of the Closing Date.

ARTICLE VII

REPRESENTATIONS AND WARRANTIES OF SELLER

The following representation and warranties shall survive the Closing Date. Seller hereby represents and warrants to Buyer as follows:

7.1 **Licenses.** Seller is, and on the Closing Date will be, the holder of regular and unconditional FCC Licenses issued by the Commission for the operation of Station as described in Schedule 1.1(a) hereof renewed for the current unexpired license term.

7.2 **Condition of Assets.** Each item of tangible personal property (including back-up spare parts) included in the Assets are sold as is and whereis and no warranty, whether express or implied, is made as to its condition or fitness for use.

7.3 **Legal Proceedings, Etc.** No litigation, court or administrative proceeding is pending or, so far as is known to the Seller, threatened against Seller relating to the Station or any one of the Assets to be conveyed hereunder which would affect Buyer's enjoyment of the Assets, or which would hinder or prevent the consummation of the transactions contemplated by this Agreement, and Seller does not know, or have reasonable grounds to know, of any basis for any such possible action.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES OF BUYER

The following representations and warranties shall survive the Closing Date. Buyer hereby represents and warrants to Seller as follows:

VIII.1 Validity. Buyer knows of no reason why it should not be found by the Commission to be qualified under the Communications Act of 1934, as amended, and the Commission's rules and regulations to become licensee of the Station.

VIII.2 Buyer makes no warranty of title, fitness, merchantability, or value of any kind whatsoever with respect to the Mining Claim. Seller, in accepting such claim as consideration in part for the sale of the Station, acknowledges that he has made all such investigation as may be necessary to ascertain the value of such claim, and waives any right that otherwise might exist as to the Mining Claim's sufficiency or legal effect for any purpose in the creation of value.

ARTICLE IX

REMEDIES

9.1. Specific Performance. The parties acknowledge that the Assets are of a unique type and character and a remedy in the event of default by Seller is impossible to determine monetarily. As a result, the parties agree that upon a default by Seller, Buyer may, *inter alia*, seek as a remedy specific performance of this Asset Purchase.

MISCELLANEOUS

10.1 After the Closing Date, each party, at the request of the other and without additional consideration, shall execute and deliver or cause to be executed and delivered from time to time such further instruments of conveyance and transfer and shall take such other action as the other may require to convey and deliver the Assets to Buyer and the Mining Claim to Seller.

10.2 Except as otherwise specifically set forth in this Agreement, Seller and Buyer shall each bear their own expenses which they incur in connection with the execution and performance of this Agreement.

10.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither party may assign this Agreement without the prior written consent of the other.

10.4 Notices.

If to Seller:

David Primm

10 Miller Place #602

San Francisco, CA 94108

If to Buyer:

Brent Gaddis

14848 Riverside Drive

Apple Valley, CA 92307

10.5 This Agreement constitutes the entire agreements between the parties hereto with respect to the subject matter hereof and, except as herein set forth, there are no warranties, express or implied, by any party hereto to the other.

10.6 This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

10.7 This Agreement may not be amended or modified in any respect except by a writing executed by the parties hereto. Any failure by either party to comply with any of its obligations, agreements, covenants or indemnities contained in this Agreement may be waived in writing, but not in any other manner, by the party against which enforcement of the waiver is sought.

10.8 This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

10.9 The descriptive headings of the several Articles of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

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

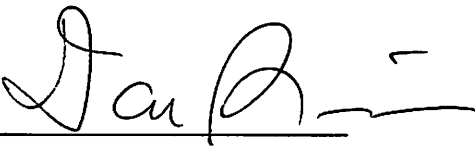
Buyer:

Brent Gaddis

By: 

Seller:

David R. Primm

By: 

Schedule 1

K36JH -LP (license)
K36JH-LD (construction permit)

Schedule 2
Mining Claim Description