

ASSIGNMENT AGREEMENT - BIG PINE, ETC. CA.

THIS ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of 18th day of May, 2016, by and between LAWRENCE LEE AMUNDSEN ("Seller"), sole proprietor, and DALE A. GANSKE ("Buyer"), sole proprietor. The parties hereto shall be known as the "Party" or "Parties."

WITNESSETH:

WHEREAS, Seller is the Licensee/Permittee of FM Translator K205ET, Facility ID# 71816 in Big Pine, Etc., California, File No. BRFT-20130829AFD on Channel 205 at FM 88.9 mhz as a non-commercial station (the "Station"), with a pending application for a commercial station at Channel 258/99.5 mhz. File No. BPFT-20160517ABM.

WHEREAS, Buyer desires to acquire the Station's FCC License/Permit and certain and Seller has agreed to an assignment of the FCC License/Permit to Buyer subject to authorization of the FCC.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and the mutual covenants, agreements, and undertakings herein, the Parties agree as follows:

1. ASSIGNMENT OF THE TRANSLATOR LICENSE/PERMIT

(a) Within three (3) calendar days of the mutual execution of this Agreement by the Parties, Seller and Buyer shall file FCC Form 345 an assignment application requesting FCC authorization to as assignment of the License or Permit of an FM Translator (the "Assignment Application").

(b) Application fees and Engineering fees associated with the Assignment Application shall be paid by Buyer with any legal fee's the responsibility of the Seller and Buyers individual counsel, if any.

(c) Included in this transaction is only the Tangible Personal Property, if any, that was provided to Seller that was used in the daily operation of the Translator described on Schedule 1, attached hereto .

2. PURCHASE PRICE AND PAYMENT. The Purchase Price being paid for the License/Permit is Twenty Thousand Dollars (\$20,000) as follows:

(a) On the Closing, Buyer's account shall be credited with those Option Payments made by Buyer to Seller pursuant to the Option Agreement by and between the Parties dated on May 16, 2016.

(b) On the Closing Date, Buyer shall deliver to Seller any additional cash payment required such that when added to the Option Payments, bring the total consideration paid equal to the Purchase Price. Any such payment shall be made via cashier's check or wired funds as instructed by Seller.

3. CLOSING. The transaction represented herein shall consummate (the "Closing") within five (5) days of FCC approval, or FCC Final Order; (the "Closing Date") at a place and time mutually agreeable to the Parties.

4. REPRESENTATIONS AND WARRANTIES OF SELLER. Seller represents and warrants to Buyer that:

(a) ORGANIZATION AND STANDING. Seller is now and on the Closing Date shall be sole proprietor and licensed to do business in the State of California.

(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 Seller, and this Agreement constitutes a valid and binding agreement of Seller enforceable in accordance with its terms.

(c) FCC LICENSE and/or PERMIT. From the Date hereof through the Closing Date, Seller is and will be the holder of the FCC License and/or Permit. The FCC license constitutes all of the authorizations required for and / or used in the construction of the Station, and the FCC License is now and on the Closing Date will be in full force and effect.

(d) FCC ACTIONS. Seller has received no notice and has 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 Seller. In the event the occurrence of any such action, or the filing or issuance of any such order, notice or material complaint, or Seller's learning of the threat thereof, Seller Shall notify Buyer of same in writing with 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.

5. REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer represents and warrants to Seller that:

(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.

6. TERMINATION DUE TO BREACH.

(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 Seller to Buyer, Seller may in its 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 Seller 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 Seller, Buyer may in its discretion terminate this 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 Paragraph 6 (c) hereinbelow:

(c) Because the License to be transferred pursuant to the terms of this Agreement is unique and not readily available on the open market, either Party would be seriously damaged should the transaction represented herein not be consummated through no fault of its own but for reasons attributable to the offending Party. Accordingly, in the event of a default or breach of the terms of this Agreement by Seller, Buyer shall have the right to seek to enforce the terms of this Agreement by a decree of specific performance and to seek damages in any Court of competent jurisdiction. In the event of a default or breach of the terms of this Agreement by Buyer, Seller shall have the right to seek damages in any Court of competent jurisdiction.

7. INDEMNIFICATION BY SELLER. Seller agrees that it shall indemnify and hold Buyer 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 attorneys' fees and disbursements suffered, directly or indirectly, by Buyer by reason of, or arising out of any breach of representation or warranty made by Seller pursuant to this Agreement, (b) any failure by Seller to perform or fulfill any of its covenants or agreements set forth in this Agreement, (c) any failure by Seller to pay or perform when due any of the Retained Liabilities, or (d) any litigation, proceeding or claim by any third party relating to the business or operations of the Station prior to the Closing Date.

8. INDEMNIFICATION BY BUYER. Buyer agrees that it shall indemnify and hold Seller 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 attorneys' fees and disbursements suffered, directly or indirectly, by Seller 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.

9. BULK SALES LAW. Buyer hereby waives compliance by Seller with any Bulk Sales Law which may apply to this transaction, and Seller warrants and agrees to pay and discharge when due all claims of creditors which could be asserted against Buyer by reason of such non-compliance to the extent that such liabilities arise before the Closing and are not specifically assumed by Buyer under this Agreement.

10. SELLER'S PERFORMANCE AT CLOSING. On the Closing Date at the Closing Place, Seller 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 Seller stating:

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

(ii) Seller 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 Seller at or prior to the Closing Date; and

(iii) The FCC has granted its consent and approval to the Assignment Application and to the transaction represented herein;

(c) 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; and

11. BUYER'S PERFORMANCE AT CLOSING. On the Closing Date at the Closing jPlace, Buyer shall execute and deliver or cause to be delivered to Seller, in form and substance reasonably satisfactory to Seller and its counsel:

(a) The Purchase Price as set forth in Paragraph 2 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; and

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

12. SURVIVAL OF COVENANTS, REPRESENTATIONS AND WARRANTIES. All representations, warranties, covenants, and agreements contained in this Agreement shall survive the Closing Date.

13. NOTICES. All notices, demands, and requests required or permitted to be given under the provisions of this Purchase Agreement shall be in writing and shall be deemed duly given when given personally or mailed by registered or certified mail return receipt requested, postage prepaid or transmitted electronically as follows:

(a) If to Seller:

Lawrence Lee Amundsen

P.O. Box 1265

466 G Street

Hawthorne, Nv. 89415

Phone: (775) 945-9090

Email: BIGELY@AOL.COM

(b) If to Buyer:

Dale A. Ganske

3325 Conservancy Lane

Middleton, Wi. 53562

Phone: (608) 831-8708

Email: dalehawkradio@yahoo.com

14. ASSIGNABILITY. Buyer shall have the right to assign all or part of its interest under this Agreement. Buyer shall bear any additional cost and expense if assigned.

15. CONFIDENTIALITY. The Parties agree to use their best efforts to keep confidential any and all information furnished to either of them by the other Party in the course of the negotiations and the business, technical and legal reviews, except such information as may be available to the public or to the other Party from another source not under an obligation of confidentiality. In this regard, the Parties agree to execute and be bound by such written confidentiality agreements as shall reasonably requested by either Party.

16. 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.

17. 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.

18. EXHIBITS. All exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth therein.

19. GOVERNING LAW. This Agreement shall be governed by, and construed and enforced in

accordance with the laws of the State of Nevada except for the choice of law rules utilized in that state, and the obligations of the Parties hereto are subject to all federal, state and local laws and regulations now or hereafter in force and to the rules, regulations, and policies of the FCC and all other governmental entities or authorities presently or hereafter to be constituted.

20. ENTIRE AGREEMENT. This Agreement (including the attached exhibits) shall constitute 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.

21. BINDING EFFECT. This Agreement is binding upon and shall inure to the benefit of the Parties hereto, their respective agents, representatives, officers, directors, shareholders, affiliates, assigns, heirs and successors in interest.

22. WARRANTY OF SIGNATORIES. Each of the persons signing this Agreement on behalf of an entity warrants and represents that he or she 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 thereby bind such entity to this Agreement.

23. HEADINGS. The headings of the Paragraphs 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 Paragraph hereof.

24. 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.

25. AMENDMENTS. This Agreement may be amended by mutual consent of the Parties, but only by a written instrument duly signed by the parties to the Agreement.

(The next page is the signature page)

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

SELLER:

By:

Lawrence Lee Amundsen

BUYER:

By:

Dale A. Ganske