

AGREEMENT

This AGREEMENT (the "Agreement") dated as of the 1st day of June, 2017, whereby Hunt Broadcasting, LLC ("Hunt"), agrees to voluntarily assign all of the assets used and useable in the operation of FM radio station KYSJ (FM), Coos Bay, Oregon, FCC Facility ID# 35087 to Lighthouse Radio Group ("Lighthouse"). The parties hereto shall known as the Parties in the plural or Party in the singular. In consideration of the mutual promises and covenants herein contained, the Parties, intending to be legally bound, agree as follows:

1. Assets to be Conveyed. Subject to the filing of an Assignment Application of Form 314 with the Federal Communications Commission ("FCC" or "Commission") Hunt will convey all of the personal property, tangible and intangible (the "Assets"), used and useable in the operation of the Station to include:

- (a) All FCC Licenses and applications pertaining to the Station;
- (b) All office furniture, fixtures, and broadcast equipment;
- (c) All right, title, and interest to any and all rights, licenses, permits, authorizations, goodwill and other intangibles, to the extent lawfully transferable, which are used, useful, or intended to be used in the operations of the Station;
- (d) All files, records, and logs pertaining to the operations of the Station including the Station's Public Files;
- (e) The Assets shall be free and clear of any debts, liens, claims or encumbrances of any kind or nature;
- (f) Following the execution of this Agreement, none of the Assets, used or useable in the operations of the Station, shall be sold or transferred to a third party without the prior, written consent of Lighthouse.

2. Liabilities. Lighthouse shall assume no liabilities of Hunt and from the date hereof, there shall be no active trade accounts on the Station and Lighthouse shall assume no such trade accounts which may have been carried on the Station.

3. Representations and Warranties.

- (a) Hunt voluntarily enters into this Agreement;
- (b) There is not now pending or threatened any action by or before the Commission to revoke, cancel, rescind, modify or refuse to renew the FCC Licenses of the Station and to the best of Hunt's knowledge, there shall be no reason, circumstance or condition existing which would result in a finding by the FCC that Hunt is not qualified to enter into or consummate the assignment represented herein.

(c) Hunt has received no notice of and has no knowledge of any pending, issued or outstanding order by or before the Commission or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture or material complaint against the Station or Hunt;

(d) Upon Closing, Hunt shall have good, valid and marketable title to the Assets and the right to assign same to Lighthouse.

4. Consideration. Concurrent with the mutual execution of this Agreement, the following shall occur:

(a) Hunt shall cause the Station to sign off the air and shall so notify the FCC and file a Request for Temporary Authority to be Silent due to financial circumstances;

(b) Hunt shall take steps to deliver all Station broadcast equipment, furniture and fixtures or other tangible personal property not already in the possession of Lighthouse to Lighthouse at the direction of Lighthouse;

(c) Lighthouse shall deliver to Hunt the sum of Five Thousand Dollars (\$5,000.00) to be used by Hunt in the winding down of Station operations; and

(d) Upon Closing, all debts and financial obligations owed by Hunt to Lighthouse to specifically include those stemming from that certain Secured Promissory Note (the "Note") by and between the Parties dated as of September 1, 2015, and the Building and Antenna Tower Space Lease (the "Lease") by and between the Parties dated as of September 1, 2015 shall be terminated with neither Party having any further obligation there under to the other.

5. Conditions Precedent. The consummation of the transaction contemplated herein shall be specifically conditioned upon the prior consent of the FCC to the Assignment Application. The Parties agree to cooperate in the preparation of the necessary documents for the application for assignment of the FCC Licenses, and further agree that said documents shall be submitted to the FCC not more than three (3) business days from the date hereof.

6. Closing. The Parties agree that the Closing Date shall occur within two (2) business days following FCC approval of the Assignment Application.

7. Fees and Expenses. Each Party shall be responsible for its own legal, accounting, and brokers' or finders' fees. The FCC filing fee shall be paid by Lighthouse.

8. Warranty of Signatories. Each of the persons signing this Agreement on behalf of an entity warrants and represents that he/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 and the terms contained herein.

9. Confidentiality. Information treated as confidential by the Parties pursuant to the provisions of this Agreement shall not be disclosed or used by the other except as follows: each Party shall use reasonable efforts, which in no event shall be less than the standard of care it uses

to protect its own confidential information, to prevent unauthorized disclosure or use of the confidential information. Confidential Information shall be disclosed only to those personnel, subsidiaries, affiliates, advisors, legal, and accounting professionals, lenders, and governmental entities which have a need to know such confidential information (the "Involved Parties"). The following is not considered Confidential Information:

- (a) Information in the public domain;
- (b) Information obtained through written records kept in the ordinary course of business and which is not subject to any other confidentiality obligations;
- (c) Information developed without access to or reliance upon the other's Confidential Information as demonstrated by records kept in the ordinary course of business; and/or
- (d) Information which is required to be disclosed by an authorized governmental or judiciary entity, provided that each Party shall notify the other prior to such disclosure.

10. Indemnification by Hunt. Hunt agrees that it shall indemnify and hold Lighthouse 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 Hunt by reason of, or arising out of any breach of representation or warranty made by Hunt pursuant to this Agreement, (b) any failure by Hunt 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 operations of the Station prior to the Closing Date.

11. Joint Indemnification by the Parties. This Agreement has been negotiated voluntarily, in good faith, and prepared jointly by the Parties. Each Party has had the opportunity to obtain the advice of counsel with respect to the drafting and implementation of this Agreement or has chosen not to do so. No provision herein shall be construed against either Party on the grounds that it was drafted by that Party.

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 electronically transmitted, as follows:

- (a) If to Lighthouse:

Mr. Harry Abel
Lighthouse Radio Group
93706 Pickett Lane
Coos Bay, OR 97420
Phone: 541-404-6524
Email: harry.abell@hotmail.com

(b) If to Hunt:

Mr. John Hunt

7300 Georgia Ave Apt #2
Washington DC 20012

Phone: 541.217.1379

Email: rockthewave13@gmail.com

or any such other addresses as the Parties may from time to time designate in writing.

14. Severability. Every provision of this Agreement is intended to be severable. In the event that any term or provision hereof is declared by a court or regulatory agency to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable, then to the extent possible all of the other provisions shall nonetheless remain in full force and effect.

15. 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.

16. 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.

17. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Oregon 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.

18. Entire Agreement. This Agreement 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.

19. 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.

20. Arbitration. In the event of a dispute between the Parties with respect to:

(a) The interpretation of any of the provisions of the Agreement; or

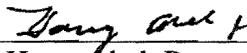
(b) Whether either Party is in breach of any portion of the Agreement; or

(c) Whether that breach is a "material breach", the Parties agree to submit the dispute to arbitration in accordance with the rules and procedures of the American Arbitration Association, and be bound by any decision or award rendered therein.

21. This Memorandum may be executed in all counterparts, each of which shall be deemed an original, and all of which taken together shall constitute a single instrument.

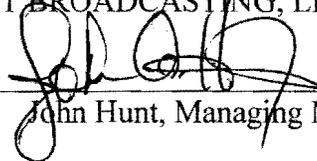
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

LIGHTHOUSE
LIGHTHOUSE RADIO GROUP

BY: 
Harry Abel, Partner

BY: 
Mike Gaudette, Partner

HUNT
HUNT BROADCASTING, LLC

BY: 
John Hunt, Managing Member