

January 26, 2016

Mr. Brandt Pierce  
782 S. River Road #200  
St. George, Utah 84790

435-650-1250

Brandt:

### Definitive Agreement

This Definitive Agreement summarizes the principal terms and conditions of the proposed acquisition by Brandt Pierce, a sole proprietorship ("Buyer") of the Moab Translator License K232AR (59476). ("the Station") from Paul MacArthur Anderson ("the Seller").

1. Assets. Subject to the terms and conditions hereof, Seller agrees to sell and Buyer agrees to acquire FM Broadcast Translator K232AR (59476) which has been issued to the seller by the Federal Communications Commission ("FCC").
2. Purchase Price. The consideration payable by the Buyer to the Seller for FM Broadcast Translator K232AR (59476) is \$100 dollars payable at closing.
3. Due Diligence. For a period of thirty (30) days after the date hereof seller shall make available to buyer all records relating to FM Broadcast Translator K232AR (59476).
4. Assumption of Liabilities. At closing FM Broadcast Translator K232AR (59476) shall be assigned by Seller to Buyer without liens or encumbrances.
5. The Closing. The closing of the purchase (the "Closing") shall be held on a date and at a time and place reasonably designated by at least five (5) business days advance notice from the Buyer to the Seller. Seller agrees to Consummate Assignment of License to Buyer.
6. Brokers. Buyer and Seller each represent to each other that no brokerage fees, finders fees, commissions or otherwise to any other broker, finder or agent in connection with this transaction. Seller agrees to indemnify the Buyer and the Buyer agrees to indemnify the Seller against any claims asserted against the other party for any such fees or commissions by a person purporting to act for or on behalf of the indemnifying party.

7. Transaction Expense. Except that the buyer will be responsible for payment of Assignment of License fees. Each party will be solely responsible for the payment of all cost and expenses of its attorneys, accountants and other professional advisors incurred in connection with this Definitive Agreement and the Closing.
8. Governing Law. This Definitive Agreement the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed under and in accordance with the laws of the State of Utah, excluding the choice of law rules thereof.

If the forgoing is in accordance with our mutual intentions and constitutes a mutually satisfactory basis for proceeding as described herein, please so indicate by signing a copy of this Definitive Agreement in the place indicated and return it to me. This Definitive Agreement shall expire and be withdrawn automatically without further action by the seller unless it is accepted and returned by the buyer on or before fifteen working days from the date signed by the seller.

Paul MacArthur Anderson date January 26, 2016

Accepted and agreed to this date January 24, 2014

By: Brandt Ellis Pierce  
Brandt Pierce