

AGREEMENT

THIS AGREEMENT (Agreement) is made and entered into this 11th day of May, 2015 by and between **Randy M Hudson** of Montross, Virginia (Seller), an individual, and **BS&T Wireless, Inc.**, a Delaware Corporation (Buyer).

Recitals

WHEREAS, Seller has been granted four construction permits (Permits) by the Federal Communications Commission (FCC) for commercial FM broadcast translator stations, as follows:

Facility ID	Call Sign	City and State
156607	K226BU	ASPEN CO
156568	K226BV	OLD SNOWMASS CO
156547	K226CD	GLENWOOD SPRINGS CO
156601	K261EG	ASPEN CO

WHEREAS, Buyer desires to acquire the Permits from Seller, and Seller desires to assign the Permits to Buyer as set forth herein; and

WHEREAS, prior FCC approval for the transactions contemplated hereunder is required.

Agreement

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. **The Assignment.** Seller hereby agrees to assign the permits to Buyer, as follows:

a. **Purchase Price.** The total purchase price for the Permits shall be in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00), which Buyer shall pay to Seller as follows in immediately available funds:

i. Buyer shall deliver to Seller the amount of Five Thousand Dollars (\$5,000.00) which amount shall be credited toward the Purchase Price at Closing.

ii. Buyer shall deliver to Seller the balance of the Purchase Price at Closing (less the deposit made pursuant Section 1.a.i hereof).

b. **Application.** Within ten (10) business days after the signing of this Agreement the parties shall jointly file an application for assignment of the Permits from Seller to Buyer with the FCC (Assignment Application).

c. **FCC Approval and Closing.** Within ten (10) business days after FCC approval of the Assignment Application shall have become a Final Order, the parties shall consummate the transaction contemplated by this Agreement at a Closing, and Buyer will pay to Seller an additional TEN THOUSAND DOLLARS (\$10,000.00). For the purposes of this agreement, Final Order shall mean an order of the FCC, granting consent and approval to the assignment of the FCC Permits to Buyer, which order is no longer subject to rehearing, reconsideration, or review by the FCC, or to a request for stay, an

appeal or review by any court under the Communications Act of 1934, as amended, or the rules and regulations of the FCC. At the Closing, Seller will provide to Buyer an instrument of conveyance suitable to Buyer for the Permits.

d. Termination. This Agreement may be terminated prior to Closing as follows:

i. by mutual written consent of both parties.

ii. by written notice of Buyer to Seller, if either

(1) the transaction contemplated in this Agreement is not consummated within twelve (12) months from the date of execution of this Agreement.

(2) or, if Seller otherwise breaches in any material respect any of its representations, warranties or covenants or any of its agreements contained in this Agreement and such breach or default is not cured within ten (10) business days (Cure Period) after Seller receives notice of such breach or default from Buyer.

iii. by written notice of Seller to Buyer if Buyer otherwise breaches in material respect any of its representations, warranties or covenants or any of its agreements contained in this Agreement and such breach or default is not cured within the Cure Period after Buyer receives notice of such breach or default from Seller.

iv. by written notice of one party to the other if the FCC dismisses or denies the Assignment Application.

e. Remedies.

i. If this Agreement is terminated pursuant to Section 1.d.i, any subsection of Section 1.d.ii, or pursuant to Section 1.d.iv, Seller shall return to Buyer all payments made by Buyer to Seller under Section 1.a.i.

ii. If this agreement is terminated pursuant to Section 1.d.iii., Seller shall retain all payments made by Buyer to Seller under Section 1.a.i.

2. Buyer Representations. Buyer represents, warrants, and covenants to Seller that Buyer has the legal authority to enter into the transaction contemplated by this Agreement and that Buyer is qualified to be an FCC licensee and to hold the Permits which are the subject of this Agreement.

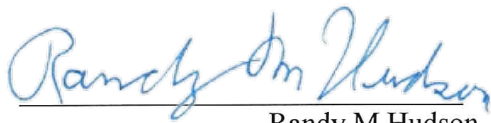
3. Seller Representations. Seller represents, warrants, and covenants to Buyer that Seller has the legal authority to enter into the transaction contemplated by this Agreement. Seller makes no representations about the proposed technical facilities or the planned coverage of the stations that will be constructed pursuant to the Permits.

4. Transfer Fees and Taxes. Buyer shall be responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, assessments, engineering, or FCC filing fees associated with the purchase of the Permits.

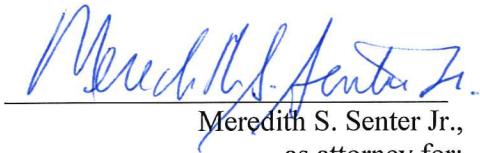
5. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior Agreement with respect thereto whether it is in writing or

otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of Colorado. Venue for any action brought to enforce this Agreement is exclusively in the federal or state courts located in the State of Colorado. This Agreement may be executed in counterparts. The undersigned each represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective entities to perform all of the items hereof.

Wherefore, the parties whose names and addresses appear below have caused the Agreement to be executed by them as of the date first above written.



Randy M Hudson
84 Colonial Drive
Montross, VA 22530



Meredith S. Senter Jr.,
as attorney for:
BS&T Wireless, Inc.
PO Box 1099
Santa Monica, CA 90406