

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "**Agreement**") is made as of July 18, 2018, between Holiday Broadcasting of Elko, Inc., a Nevada Corporation ("**Seller**") and Elko Radio Holding Company, a Nevada Corporation ("**Buyer**").

WHEREAS, Seller holds the licenses, construction permits and other authorizations issued by the Federal Communications Commission ("FCC") for **Station KRJC (FM)**, Elko, NV, (facility ID # 27460); and **FM Translator K255CE**, Elko, NV, (facility ID # 76168) (the "**Stations**"); and

WHEREAS, the parties desire that Seller assign to Buyer the Stations' FCC licenses, construction permits and other authorizations and sell other property and assets used and useful in connection with the Stations.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1.1 Stations Assets. Seller agrees to assign, transfer, convey and deliver to Buyer, and Buyer shall receive from Seller, all of the right, title, and interest of Seller in and to all assets, including real property interests, tangible and intangible assets or mixed personal properties useful in the operation of the Stations (the "**Stations Assets**"), including without limitation, the following:

- (a) all FCC licenses, construction permits and other authorizations (collectively the "**Licenses**") as set forth and provided in **Schedule 1.1(a)**;
- (b) all broadcast equipment including transmitters, towers, and other tangible personal property (the "**Tangible Property**"), listed and provided in **Schedule 1.1(b)**;
- (c) all real property and any interests therein as listed and provided in **Schedule 1.1(c)** (the "**Real Property**");
- (d) the right, title, and interest of Seller in intangible property of Seller, as listed and provided in **Schedule 1.1 (d)**, (the "**Intangible Property**");
- (e) the tower site lease for FM Translator K255CE in **Schedule 1.1(e)**;
- (f) the FCC public files, technical files and records (the "**Miscellaneous Records**").

1.2 Excluded Assets. The Stations Assets shall not include those assets listed in **Schedule 1.2** (the "**Excluded Assets**").

2. Purchase Price and Escrow Deposit. (a) **Purchase Price**: The purchase price for the Stations Assets is Three Hundred Thousand Dollars (\$300,000.00) (the "**Purchase Price**").

3. Stations Assets to be Sold Free of Security Interests. The Stations Assets shall be sold and conveyed to Buyer free and clear of all liabilities (absolute or contingent), obligations, liens, pledges, conditional sales agreements, charges, mortgages, security interests, encumbrances, and restrictions of

any type or nature (collectively the "**Security Interests**").

4. **Prorations and Adjustments.** All prepaid and deferred expenses arising from the conduct of the business and operations of the Stations shall be prorated as of 11:59 p.m. of the Closing Date, including electric power, telephone, other utilities, FCC regulatory fees, and similar expenses incurred in operation of the Stations.

5. **Closing.** Subject to satisfaction or waiver of the conditions set forth herein, consummation of the sale of the Stations Assets under this Agreement (the "**Closing**") shall occur on a date (the "**Closing Date**") mutually agreed upon by the parties which date shall be within ten (10) business days after the grant of FCC Consent (as defined below) having become a Final Order (as defined in **Schedule 5**), unless the requirement of a Final Order is waived by Buyer, in which case the Closing shall occur after the grant of FCC Consent within ten (10) business days after written notice by Buyer to Seller of Buyer's waiver of the Final Order requirement.

6. **FCC Consent.** The Closing is conditioned upon prior FCC approval (the "**FCC Consent**") of the assignment of the FCC Licenses to Buyer.

7. **FCC Application.** Within seven (7) days of the date of execution of this Agreement, Seller and Buyer shall file an assignment application or applications with the FCC (the "**FCC Application**") seeking the FCC Consent to assignment of the Licenses to the Buyer.

8. **Buyer's Representations and Warranties.** Buyer makes the following representations and warranties to Seller:

(a) Buyer is duly organized corporation, validly existing and in good standing under the laws of the State of Nevada. Buyer has taken all necessary actions with its officers, directors, and shareholders to ensure that Buyer has the requisite power and authority to execute and deliver this Agreement and to comply with the terms, conditions and provisions hereof.

(b) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC.

(c) There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending against, or, to Buyer's knowledge, threatened against Buyer relating to or affecting this Agreement or the transactions contemplated hereby.

9. **Seller's Representations and Warranties.** Seller makes the following representations and warranties to Buyer:

(a) Holiday Broadcasting of Elko, Inc. is duly organized corporations, validly existing and in good standing under the laws of the State of Nevada. It has taken all necessary actions with its officers, directors, and shareholders to ensure it has the requisite power and authority to execute and deliver this Agreement and to comply with the terms, conditions and provisions.

(b) The Licenses have been issued for the full term customarily issued to radio Stations in the State of Nevada, are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated. The Stations' operations are in material compliance with the FCC's rules, regulations, and policies, the provisions of the Communications Act of 1934, as amended, and the Stations' Licenses. There are no applications, complaints, investigations or

proceedings pending or, to the knowledge of Seller, threatened before the FCC relating to the operation of the Stations other than those affecting the broadcasting industry generally.

(c) The Tangible Property is in operating condition and has been reasonably maintained. The tower structures are in all material respects in compliance with the rules and regulations of the Federal Aviation Administration and the FCC's regulations pertaining to tower antenna structure registration. Neither the Seller nor landlord in the lease listed in Schedule 1.1(e) are in default under the lease.

(d) Seller has good and valid title to all Tangible Property, which on Closing Date will be free and clear of all Security Interests, except for those, if any, to be released at Closing. The Quit Claim deed dated Dec. 5, 2011 is attached as Exhibit 1.1.c.

(e) There are no suits, arbitration, administrative charges or other legal proceedings, claims or governmental investigations pending, or, to Seller's knowledge, threatened against Seller or the Stations, or affecting the Stations, implementation of this Agreement or the transactions contemplated hereby.

(f) To Seller's knowledge, the Stations Assets are in compliance with all federal, state and local laws and regulations in all material respects relating to pollution or the discharge of hazardous or toxic substances or other materials into the environment (collectively, the "Environmental Laws"). No litigation or proceeding relating to Environmental Laws is pending or, to Seller's knowledge threatened against the Assets or the Stations. And, to Seller's knowledge, the operation of the Stations does not cause or result in exposure of workers or the general public to levels of radio frequency radiation in violation of FCC Rule 1.1310.

10. Local Marketing Agreement. Seller and Buyer have hereby concurrently executed a Local Marketing Agreement, which is attached in Schedule 10, which will begin the first day of the month following the filing of Form 314 with the FCC or such other date mutually agreed to by the parties.

11. Seller's Conditions to Closing. The obligations of Seller hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date;

(b) The FCC Consent shall have been obtained and shall be in full force and effect, and no court, administrative or governmental order prohibiting the Closing shall be in effect;

(c) Buyer shall receive final approval of broadcast lending based in Denver, Colorado for funds for payment of the Purchase Price; and

(d) Buyer shall have made each of the deliveries contemplated by Section 13 hereof or otherwise reasonably required by this Agreement, including payment of the Purchase Price.

12. Buyer's Conditions to Closing. The obligations of Buyer hereunder are, at its option, subject to satisfaction at or prior to the Closing of each of the following conditions:

(a) The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date;

- (b) The FCC Consent shall have been obtained, shall be in full force and effect and shall have become a Final Order, and no court or governmental order prohibiting the Closing shall be in effect; (Buyer may waive Finality and has the right to close upon initial FCC approval.)
- (c) All Security Interests pertaining to the Stations Assets shall have been released of record before or at Closing;
- (d) Seller shall have made each of the deliveries of documents contemplated by Section 13 hereof or otherwise reasonably required by this Agreement;
- (e) The Licenses shall be in full force and effect and in good standing with the FCC;
- (f) The schedules and exhibits to this Agreement shall have been completed, and Seller shall be satisfied with the results of its due diligence as to the Stations Assets.

13. Closing Deliveries.

Delivery by Seller: At the Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) **Warranty Deeds, Bills of Sale, Assignments, Etc.** Quit Claim deed, bills of sale, certificates of title, endorsements, assignments and other good and sufficient instruments of sale, conveyance, transfer and assignment, in form and substance customary in the counties of the location of the Stations, reasonably satisfactory to Buyer and its bank providing funding, sufficient to sell, convey, transfer and assign to Buyer all right, title and interest of Seller in and to the Stations Assets and to quiet Buyer's title thereto.
- (b) **Officer Certificates.** Certificates of Seller signed by an officer of each of Seller's corporations certifying that the representations and warranties of Seller made herein are true and correct in all material respects as of the Closing Date, and that Seller has performed and complied in all material respects with all covenants and agreements required to be performed or complied with by Seller on or prior to the Closing Date.
- (c) **Any Consents.** Any material consents, if any, necessary under the terms of the Agreement or otherwise to consummate the Agreement at Closing.

Delivery by Buyer: At the Closing, Buyer shall deliver or cause to be delivered to Seller:

- (a) **Officer Certificate.** A Certificate of Buyer signed by an officer of Buyer's corporation certifying that the representations and warranties of Buyer made herein are true and correct in all material respects as of the Closing Date, and that Buyer has performed and complied in all material respects with all covenants and agreements required to be performed or complied with by Buyer on or prior to the Closing Date.

- (b) **Cash at Closing.** Buyer shall also pay ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) Cash at Closing. Payment as adjusted pursuant to Section 2 hereof.
- (c) **Deferred Payment.** The balance of ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) will be evidenced by a first lien Promissory Note. The Note shall be at 6% APR and amortized over 5 years. The monthly payment will be \$2,900.00. The Note shall be personally guaranteed by the principals of the Buyer. Buyer shall form a separate corporation to hold the assets purchased, and shall pledge the stock of that corporation to Seller as additional security for the Promissory Note.
- (d) **Any Consents.** Any material consents, if any, necessary under the terms of the Agreement or otherwise to consummate the Agreement at Closing.

14. **Survival.** The covenants, agreements, representations and warranties in this Agreement shall expire twenty-four (24) months after the Closing Date with the exception of those Claims made under Section 15 that relate to Buyer's Damages or Seller's Damages (as defined below), as applicable, for which timely written notice is given by the indemnified party to the indemnifying party prior to expiration of this survival period, shall survive until resolved.

15. **Indemnification.**

From and after the Closing, Seller shall defend, indemnify and hold harmless Buyer from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("**Buyer's Damages**") incurred by Buyer arising out of or resulting from: (a) any breach or default by Seller under this Agreement; and (b) the operation of the Stations before the Closing. From and after the Closing, Buyer shall defend, indemnify and hold harmless Seller from and against losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("**Seller's Damages**") incurred by Seller arising out of or resulting from: (a) any breach or default by Buyer under this Agreement; and (b) the operation of the Stations after the Closing. The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder on the part of the indemnifying party (a "**Claim**").

16. **Termination.** This Agreement may be terminated at any time prior to the Closing as follows:

- (a) by the mutual written consent of Seller and Buyer; or
- (b) by written notice of Seller to Buyer if Buyer breaches in any material respect any of its representations or warranties or any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period (as defined below); or
- (c) by written notice of Buyer to Seller if Seller breaches in any material respect any of its representations or warranties or any of its covenants or agreements herein contained, and such breach or default is not cured within the Cure Period; or
- (d) by written notice by either party to the other party, if the Closing shall not have been consummated on or before the date which is twelve (12) months after the execution of this Agreement, and if the party giving notice is not then in default hereunder; or

(e) by written notice of Buyer to Seller, if due to a weather-related cause, force majeure, or other cause beyond the control of Seller, a material portion of the Stations towers, studio buildings or other Stations Assets are damaged or destroyed and Seller elects not to repair or replace such damaged or destroyed Stations Assets prior to Closing Date or reached settlement with Buyer for a reduction in the Purchase Price within the Cure Period; or

(f) by written notice of either party to the other of a material failure of a Closing Condition of such party.

(g) The term "**Cure Period**" as used herein means a period commencing on the date that a party receives from the other party written notice of breach or default hereunder and continuing for thirty (30) days thereafter.

17. **Damages upon Termination.** The termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination. Upon termination under Section 16 (a), (d), (e) or (f), this Agreement shall be deemed null and void and neither party will have any further liability or obligation to the other. Upon termination under Section 16(b), due to default of the Buyer, this Agreement shall be deemed null and void and Seller shall be entitled to be paid a \$25,000 fee by Buyer as liquidated damages as its exclusive remedy. If this Agreement is terminated pursuant to Section 16(c) due to the default of Seller, the Buyer will be entitled to the return of the Deposit if any, or may bring an action for damages, or as an alternative, bring an action for specific performance, with Seller hereby acknowledges that the Stations Assets are of a special, unique and extraordinary character, and that payment of damages to Buyer as provided for above in this paragraph would not be sufficient to compensate Buyer under such circumstances that specific performance is appropriate.

18. **Expenses.** Each party shall be solely responsible for all costs and expenses incurred by it in connection with the performance of and compliance with the terms of this Agreement, except that filing fees with respect to the FCC Application shall be divided equally between the parties.

19. **Assignment.** This Agreement shall be binding on the heirs and assigns of each party. However, neither party may assign any of its rights or obligations under this Agreement, without the express prior written consent of the non-assigning party which consent shall not be unreasonably withheld, with the exception of assignment to an entity controlled by or under common control of such party, in which case no consent is required.

20. **Amendments.** No amendment to, or waiver of compliance with, any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by a document signed by the parties.

21. **Governing Law.** The construction and performance of this Agreement shall be governed by the laws of the State of Nevada applicable to contracts made and to be fully performed within such State, with any court actions to be brought in state or federal courts located in Nevada.

22. **Notices.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery (or to such other address as any party may request by written notice):

If to Seller: Ralph Carlson
 Holiday Broadcasting of Elko, Inc.
 3606 S 500 W

Salt Lake City, UT 84115

If to Buyer Paul G. Gardner
Elko Radio Holding Company
1800 Idaho Street
Elko, NV 89801

23. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

24. **Severability.** If one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby, unless such construction would alter the fundamental purposes of this Agreement.

25. **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

26. **Further Assurances.** After the Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

(The signatures of the parties are on the next page.)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

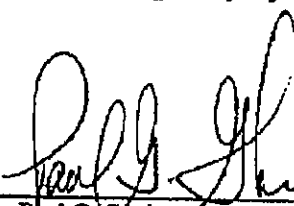
SELLER:

HOLIDAY BROADCASTING OF ELKO, INC.

By: 
Ralph Carlson, President

BUYER:

Elko Radio Holding Company

By: 
Paul G. Gardner, President

ASSET PURCHASE AGREEMENT

Table of Schedules

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ASSET PURCHASE AGREEMENT

Schedule 1.1(a)

Licenses

Seller's rights in and to all of the licenses, permits and other authorizations issued to Seller by the FCC and any other governmental authority and used in the conduct of the business and operation of the Stations, including, without limitation, those listed and set forth in an attachment to this Schedule 1.1(a), together with any additions thereto (including any modifications of such licenses, permits and authorizations and applications).

The parties will cooperate in preparing a complete list of the Licenses as soon as practicable but no later than 30 days prior to Closing Date.

SSET PURCHASE AGREEMENT

Schedule 1.1(b)

Tangible Property

All technical and other equipment, towers, office furniture and fixtures, office materials, inventory, spare parts, motor vehicles and other tangible personal property of every kind and description, owned, leased or held by Seller and used or useful in the conduct of the business and operation of the Stations including without limiting the foregoing those listed in this Schedule 1.1 (b) to the Purchase Agreement, (but excluding the Excluded Assets) together with any replacements thereof and additions thereto, made between the date hereof and Closing Date.

A partial list of Tangible Property is listed below. The parties will cooperate in preparing a complete inventory as soon as practicable but no later than 30 days prior to Closing Date.

Attachment to Schedule 1.1(b)--- Incomplete Partial list of certain Assets:

KRJC EQUIPMENT INVENTORY

FM Site

1 – 20 KW CCA TRANSMITTER

1 – EXCITER

1 – 150' FM TOWER

1 – 50' FM TOWER

AM Site

1 – 195' CENTURY TOWER

4 ACRES LAND

FM TRANSLATOR

site 2 – ANTENNAS

1 – 250 W TRANSMITTER

GM Office:

1-ACER ALL-IN-ONE DESKTOP PC

1-HP OFFICE JET PRO 8710 COLOR PRINTER

1-DESKTOP PC

1-COLOR 17 IN. MONITOR

ASSOCIATED OFFICE FURNITURE

Stacy's office:

1-HP PRO 8710 COMPUTER

1-ACER ALL IN ONE DESKTOP PC

1-DELL MONITOR

1-DESKTOP PC WITH NATURAL LOG

ASSOCIATED OFFICE FURNITURE

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1-HP LT2300 PRINTER

Spare offices: (3) 1-

DELL MONITOR 1-

DELL DESKTOP PC

1-HP OFFICEJET PRO 251 DN

ASSOCIATED OFFICE FURNITURE

-NIELSEN MULTI-CHANNEL ENCODING

MONITOR DEBBIE'S OFFICE:

1-BROTHER MFC 5490CN PRINTER

1-DELL INSPIRON 14

LAPTOP OFFICE FURNITURE

CONTROL ROOM:

1-ss8.2 dual switch

1-dispatch pc 1-FM

Receiver

1-Sat.Receiver WEGNER

3-SYSTEM BACK-UP UNITS

2- OLD BOX MONITORS

2-TRIPP LIFE SURGE PROTECTORS

1-D LINK MODEM

1-LEVITON DSL SWITCH

2-AM/FM COMPUTERS NOT INSTALLED

1-GOOGLE SERVER N/I

1-DISPATCH MONITOR

1-XDS PRO 4 SAT RECEIVER N/I

STUDIO:

1-AUDIO ARTS STATION BOARD
1-DELL PC VOSTRO 200 W/SAMSUNG MONITOR
2-NEC ACCUSYNC LCD72V MONITOR
1-EMERSON SEC CAM MONITOR
1-COLOR HP LJ2600N PRINTER
1-SHURE M367 SWITCH
2-520E VOICE PROCESSORS
2-RE20 ELECTRO-VOICE MICS WITH CONSOLE STANDS
1-SHURE BLACK OMNI-DIRECTIONAL MIC WITH STAND

EAS ROOM: 1-

DELTA GRAPH EQ
1-STL TRANSMITTER PCL 505
1-TRANS REMOTE CONTROL SYSTEM
1-STEREO GENERATOR MOSELEY
ASSC. 1=FM BACK-UP TRANS
1-FM MODULATOR AND STEREO MONITOR 844
1-SAGE DIGITAL ENDOC EAS
2-AM/FM DIGITAL STEREO TUNERS
1-NIELSON MULTI CHANNEL ENCODING MONITOR
1-ARBITRON ENCODING MONITOR
2-ARBITRON ENCODERS FM PRIMARY AND BACK-UP
1-ROLLING CONTAINER SELF FOR ELECTRONIC EQUIPMENT MOUNTING
2-STAR GUIDE II RCVRS
2-STAR GUIDE III RCVRS
1-SHERWOOD STEREO TUNER
1-XDS DVB SAT RCVR

2-AUDIO PREP PROCESSORS

1-MOD COUPLER SYSTEM MCS SERIES

1-DIGITAL RDS CONTROLLER

1-TFT EAS 911

1-CHANNEL MONITOR

1-COMFEX LINE FREQ EXTENDER

2-BOGEN MIC MIXERS

2-ACER LAPTOPS

OLD AM STUDIO: 1-

MIXER STEREO BOARD

1-DELL DESKTOP W/NO MONITOR

4-APC BACK-UP UNITS

3- WORK (PLASTIC) TABLE DESKS

STORAGE/SUPPLIES

ROOM: 5-FILING CABINETS

3-SHELF CABINETS

1-WALL LOCKER

1-OLD DESK

1-HP PRO 8000 PRINTER1-LAMINATING

MACHINE BREAKROOM:

1-LARGE REFRIG

1-SMALL REFRIG

1-MICROWAVE

1-TOASTER

1-DISH WASHER

1 CONFERENCE TABLE W/4 CHAIRS

STORAGE/SUPPLIES

ROOM: 5-FILING CABINETS

3-SHELF CABINETS

1-WALL LOCKER

1-OLD DESK

1-HP PRO 8000 PRINTER1-LAMINATING

MACHINE BREAKROOM:

1-LARGE REFRIG

1-SMALL REFRIG

1-MICROWAVE

1-TOASTER

1-DISH WASHER

1 CONFERENCE TABLE W/4 CHAIRS

STATION ENTRY WAY:

1=LARGE AREA DIVIDER

1-3 DRAWER FILING CABINET

1-BROTHER 4100E FAX UNIT ON STAND

2-OFFICE CHAIRS AND TABLE

PRODUCTION ROOM:

1-4 DRAWER FILING CABINET

1-HP DESKTOP

1-OPTIMIN STA300 DIGITAL SYNC UNIT

1-DESK 1-CHAIR

STORAGE/SUPPLIES

ROOM: 5-FILING CABINETS

3-SHELF CABINETS

1-WALL LOCKER

1-OLD DESK

1-HP PRO 8000 PRINTER1-LAMINATING
MACHINE

BREAKROOM:

1-LARGE REFRIG

1-SMALL REFRIG

1-MICROWAVE

1-TOASTER

1-DISH WASHER

Schedule 1.1(c)

Real Property

All real property and any interests therein, including, without limitation, land, buildings, easements, rights of way, towers, structures, fixtures and improvements on the real property of any type or nature owned by Seller and used or useful in connection with the operation of the Stations (other than real property listed in Excluded Assets in Section 1.2). An incomplete partial list of the foregoing are included in the attachment to Schedule 1.1(b).

Specifically INCLUDED is the former AM tower site (approximately 4 acres- Parcel # 006-090-055) for dkTSN- that used to broadcast on 1340 khz located at the far end of Union Pacific Way in Elko, NV. Buyer shall be responsible for paying Union Pacific any right of way/easement fee, over and above the purchase price.

QUIT Claim Deed

ASSET PURCHASE AGREEMENT

Schedule 1.1(d)

Intangible Property

All of Seller's rights in and to: the call signs of the Stations, jingles, logos, slogans, licenses, patents, Internet domain names, Internet URLs, Internet web sites, content and databases all registered and unregistered trademarks, trade names, service marks, franchises, copyrights, computer software and programs used or held for use in the operation of the Stations, and other intangible property rights, issued to or owned by Seller for use in the conduct of the business and operation of the Stations, together with any additions thereto, made between the date hereof and the Closing Date.

The parties will cooperate in preparing a complete inventory of the Intangible Property as soon as practicable but no later than 30 days prior to Closing Date.

ASSET PURCHASE AGREEMENT

Schedule 1.1(e)

FM Translator K255CE Tower Site Lease

Schedule 1.2

Excluded Assets

NOT included in this agreement is the real estate currently used by the Station including the office/ studio "condo" building at 1250 Lamoille Highway- Suite 1045 - Elko NV.

Schedule 2

Escrow Agreement

There is NO Escrow Deposit or Escrow Agreement

In the event the parties fail to close this transaction due solely to the Buyer's material breach of the formal asset purchase agreement, then Buyer shall be responsible for paying Seller \$25,000 as liquidated damages.

ASSET PURCHASE AGREEMENT

Schedule 5

Final Order

“Final Order” means an action by the FCC as to which: (a) no request for stay by the FCC is pending, no such stay is in effect, and any deadline for filing a request for any such stay has passed; (b) no appeal, petition for rehearing or reconsideration, or application for review is pending before the FCC and the deadline for filing any such appeal, petition or application has passed; (c) the FCC has not initiated reconsideration or review on its own motion and the time in which such reconsideration or review is permitted has passed; and (d) no appeal to a court, or request for stay by a court, of the FCC’s action is pending or in effect, and the deadline for filing any such appeal or request has passed

Schedule 10
Local Marketing Agreement