

FM TRANSLATOR
ASSET PURCHASE AGREEMENT

THIS FM TRANSLATOR ASSET PURCHASE AGREEMENT, dated as of February 11, 2016 (this "Agreement"), is entered into by and between Donald Whitman of Resort Radio, LLC ("Seller"), and OMG FCC Licenses, LLC ("Buyer").

RECITALS

WHEREAS, Seller is the licensee of FM translator station K246BV FM 97.1 licensed to Wenatchee, WA, Facility ID 139112 (the "Translator"), pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC").

WHEREAS, the FCC has opened a "window" for AM stations, enabling Buyer to acquire and relocate the Translator as an FM translator for use with its AM Station KVAS AM, licensed to Astoria, OR;

WHEREAS, the Seller and Buyer anticipate that a non-reserved band FM channel can be found, which Buyer can specify in a minor modification change relocation application (the "Modification Application") for Translator for use with KVAS AM, and that the Buyer's Modification Application will be granted by the FCC in a Final Order; and

WHEREAS, on the terms and conditions described in this Agreement, Seller desires to sell and Buyer desires to acquire certain of the assets owned by Seller and used or held for use exclusively in connection with the operation of the Translator.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Buyer and Seller agree as follows:

Section 1. Sale of Assets. On the Closing Date (as hereinafter defined), Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase and assume from Seller, the following assets owned by Seller and used or held for use exclusively in connection with the operation of the Station (the "Assets"):

(a) Seller's engineering data and other tangible and intangible personal property used or held for use exclusively in the operation of the Translator (the "Personal Property") as set forth on Schedule 1; and

(b) the licenses, permits, applications and other authorizations, including the FCC Authorizations (collectively, the "Licenses"), issued by the FCC, to Seller in connection with the operation of the Translator, including without limitation those set forth on Schedule 2 attached to this Agreement.

Seller shall transfer the Assets to Buyer at the Closing free and clear of all liens, claims or encumbrances of every kind and nature. Except as expressly set forth in this Agreement, the parties expressly agree that Buyer shall not assume any debts, accounts payables, or any other liabilities of Seller of any type or nature. Further, Buyer shall not assume any agreements, contracts, leases or any other commitments of Seller of any type or nature.

Section 2. Consideration. Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, Buyer shall pay to Seller the aggregate sum of Twenty Five Thousand Dollars (\$25,000) (the "Purchase Price"). All Purchase Price amounts shall be payable in US Dollars by wire transfer of immediately available funds to an account, or accounts, designated in writing by Seller at least two (2) business days prior to the Closing.

Section 3. FCC Consent; Assignment Application. Buyer and Seller shall execute, file and prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Buyer, of all the FCC Licenses in connection with operation of the Translator (the "FCC Consent") as soon as possible after the execution of this Agreement and in any event not later than three (3) business days after the parties execute this Agreement, or such earlier or later date as is necessary to comply with the First Report and Order, Further Notice of Proposed Rule Making, and Notice of Inquiry in MB Docket No. 13-249, FCC 15-142, released October 23, 2015 (hereafter referred to as the "FCC Report and Order"). The FCC filing fee for the Assignment Application will be shared equally by the Buyer and Seller. Specifically, Seller shall associate Buyer's FRN with the Translator promptly upon Buyer's request and shall provide written consent to Buyer under Section 73.3517 of the FCC's rules, in the Form set forth at *Attachment A* hereto, for Buyer to file the Modification Application for the Translator. The Modification Application shall be prepared by Buyer and Buyer shall be responsible for paying all filing fees and other expenses associated with preparing, filing and prosecuting the Modification Application. Seller shall use its best reasonable efforts to cooperate with Buyer in filing the Modification Application and shall take no action that would delay or inhibit grant of the Modification Application.

Section 4. Closing Date; Closing Place. The closing (the "Closing") of the transactions contemplated by this Agreement shall occur, unless otherwise agreed to by Buyer and Seller, ten (10) days following the later of: (i) the date on which FCC Consent is granted and becomes a Final Order; however, the requirement for a Final Order is subject to waiver as provided in Sections 6 and 7 below; and (ii) the date of fulfillment of the Conditions Precedent to Closing under this Agreement in Sections 6 and 7 below, if such conditions are not waived by the parties. The Closing shall be held by mail, facsimile, or electronic mail, or in person as the parties may agree.

Section 5. Representations and Warranties.

(a) Seller hereby makes the following representations and warranties to Buyer: (i) Seller is a respondent organized, validly existing and in good standing under the laws of the state of Washington; (ii) Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereunder; (iii)

Seller lawfully holds each of the FCC Licenses listed on Schedule 2; (iv) The Translator's station Licenses are in full force and effect, are in good standing with the FCC, and have not been revoked, suspended, canceled, rescinded or terminated and have not expired; and no protest or complaint of any type as to the Translator is either pending or threatened at the FCC or any other governmental entity or court; (v) The Translator is currently on-the-air and operating in material compliance with the FCC rules and neither Seller nor the Station currently have any financial obligation to the FCC which would delay the processing or approval of the Assignment; (vi) Seller owns and shall convey good title to the Translator's station Licenses and other Assets, free and clear of debts, liens and encumbrances of any type; (vii) The tangible personal property listed in Schedule 1 (except as expressly noted therein) is in good condition and repair, ordinary wear and tear excepted; and (viii) Between now and the date of Closing Seller shall not, without the consent of Buyer, enter into any leases or contracts pertaining to the Translator which will survive Closing Date.

(b) Buyer hereby makes the following representations and warranties to Seller: (i) Buyer is a Limited Liability Company organized, validly existing and in good standing under the laws of the state of Washington; (ii) Buyer has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereunder; (iii) Buyer is qualified to be an FCC licensee and to hold the FCC Licenses that constitute part of the Assets; and (iv) Buyer is financially qualified to pay the Purchase Price.

(c) The representations and warranties set forth in this Section 5 shall survive for twelve months following the consummation of this Agreement.

Section 6. Conditions Precedent to Obligation of Buyer to Close. The obligations of Buyer hereunder are, at its option, subject to satisfaction, at or prior to the Closing Date, of each of the following conditions:

(a) All representations and warranties of Seller made in this Agreement shall be true and complete in all material respects on and as of the Closing Date as if made on and as of that date;

(b) All of the terms, covenants and obligations to be complied with and performed by Seller on or prior to Closing Date shall have been complied with or performed in all material respects;

(c) The FCC Consent shall have been issued without any terms or conditions adverse to Buyer, and become a Final Order; provided however, at its option, the Buyer may waive this condition by written notice to Seller;

(d) The FCC shall not have revoked or overturned the FCC Report and Order;

(e) No suit, action, claim or governmental proceeding shall be pending or threatened against, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against, any party hereto that would render it unlawful, as of the Closing Date, to effect the transactions contemplated by this Agreement in accordance with its terms;

(f) Seller shall have delivered to Buyer, on the Closing Date, all of the documents required to be delivered pursuant to Closing Deliveries;

(g) The FCC Licenses shall be in full force and effect and in good standing with the FCC; and

(h) Seller shall have released all liens, mortgages, or other encumbrances of any type on the Assets, if any, before or at the Closing in a manner reasonably satisfactory to the Buyer.

Section 7. Conditions Precedent to Obligation of the Seller to Close.

(a) The performance of the obligations of the Seller under this Agreement is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by the Seller:

(i) Buyer shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Buyer prior to or as of the Closing Date;

(ii) The FCC Consent shall have been issued without any terms or conditions adverse to Seller;

(iii) Buyer shall have delivered to Seller on the Closing Date, the payments and documents required to be delivered pursuant to Closing Deliveries.

Section 8. Closing Deliveries.

(a) At the Closing, Seller will deliver to Buyer the following, each of which shall be in form and substance reasonably satisfactory to Buyer and its counsel:

(i) a Bill of Sale; and

(ii) an Assignment and Assumption of the Translator's station Licenses and an Assignment and Assumption of the Translator's Personal Property.

(b) Prior to or at the Closing, Buyer will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

(i) the Purchase Price required by Section 2; and

(ii) an Assignment and Assumption of the Translator's station Licenses and an Assignment and Assumption of the Translator's Personal Property.

(c) Buyer and Seller shall also deliver such other documents at Closing as reasonably requested by the other to more fully effect or evidence the transactions contemplated by this Agreement.

Section 9. Termination. This Agreement may be terminated by either Buyer or Seller, if the party seeking to terminate is not in breach of any of its material obligations under this Agreement, upon written notice to the other of any of the following: (a) if, on or prior to the Closing Date, the other party breaches any of its material obligations contained herein, and such breach is not cured by the earlier of the Closing Date or thirty (30) days after receipt of the notice of breach from the non-breaching party (provided that Buyer's failure to pay the Purchase Price required by Section 2 shall be grounds for Seller to terminate this Agreement by written notice to Buyer, with no cure period); (b) if the Assignment Application is dismissed or denied by the FCC and such denial shall have become a Final Order, however, the party materially responsible for the dismissal or denial of the Assignment Application may not terminate this Agreement; or (c) if the FCC should revoke or otherwise overturn or rescind its *FCC Report and Order*, providing for the opening of a filing "window" (or "windows") for AM stations to acquire one authorized non-reserved band FM translator up to 250 miles from the AM station to relocate to the service area of the AM, and specify any non-reserved band FM channel, as a minor modification application for use with the applicant's AM station.

Section 10. Notices. All notices, demands, requests or other communications that may be or are required to be given, served or sent by either party to the other party pursuant to this Agreement shall be in writing and shall be mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by overnight courier or hand delivery, addressed as set forth below. Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication that is mailed or delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee with the return receipt, the delivery receipt, or the affidavit of messenger being deemed conclusive evidence of such delivery or at such time as delivery is refused by the addressee upon presentation.

If to Seller, to: Ohana Media Group, LLC
 c/o Trila Bumstead
 PO Box 99827
 Seattle, WA 98139-0827

With copies (which shall not constitute notice) to: Garvey Shubert Barer
 c/o Ryan McFarland
 1191 Second Avenue
 18th Floor
 Seattle, Washington 98101-2939

If to Buyer, to:

Donald Whitman
Resort Radio, LLC
PO Box 2283
Wenatchee, WA 98807

Section 11. Confidentiality. Buyer and Seller agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.

Section 12. Governing Law; Venue. The construction and performance of this Agreement shall be governed by the laws of the State of Washington without regard to its principles of conflict of law.

Section 13. Counterparts. This Agreement may be executed in several counterparts, each of which will be deemed to be an original but all of which together will constitute one and the same instrument.

Section 14. Expenses. Except as otherwise set forth herein, each party hereto shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement. Buyer shall be solely responsible for any and all bulk transfer fees, transfer taxes, sales taxes or other taxes, or assessments, arising from the assignment of the Assets to Buyer.

Section 15. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither Buyer nor Seller may assign this Agreement without the prior written consent of the other party hereto, except that Buyer may assign this Agreement to any entity controlled by or under common control with Buyer, provided Buyer guarantees the performance of such entity.

Section 16. Miscellaneous. (a) For purposes of this Agreement, a “Final Order” (and an FCC action which is “final” and “finality” of an FCC action) shall mean an action by the FCC: (i) that

has not been vacated, reversed, stayed, set aside, annulled or suspended; (ii) with respect to which no timely appeal, timely request for stay, or timely petition for rehearing, reconsideration or review, complaint, or objection by any person or governmental entity or by the FCC on its own motion, is pending; and (iii) as to which the time for filing any such timely appeal, timely request, timely petition or for the reconsideration or review, complaint or objection by any person, entity or government entity has expired, and the time for FCC to reconsider, review or revoke the action on its own motion has expired; (b) 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, and may be amended only in writing by an instrument duly executed by both parties; and (c) 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 of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate or evidence the consummation of the transactions contemplated hereby.

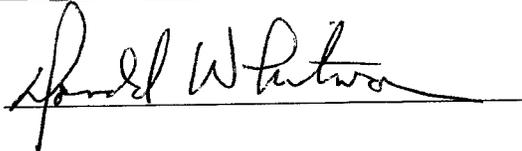
(Signatures to Follow)

[REDACTED]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

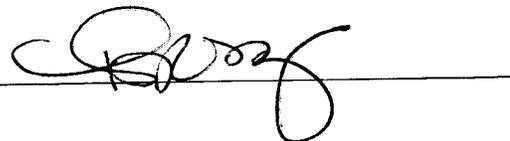
Seller:

[Doreen WHITMAN]

By: 

Buyer:

OMG FCC Licenses, LLC
Ohana Media Group, LLC
Trila Bumstead, 100% Sole Member

By: 

Schedule 1

Translator Antenna & Transmitter

Schedule 2

FCC Licenses

<i>Call Sign</i>	<i>Facility ID No.</i>	<i>File No.</i>	<i>Renewal</i>	<i>Expiration Date</i>
K246BV	139112	BAPFY- 20130711ABI	9/24/16	9/24/16

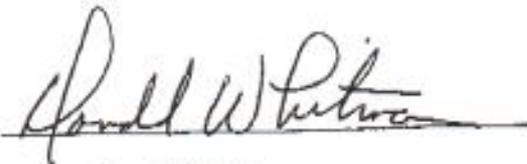
Attachment A

See Attached

**PERMISSION TO FILE
CONTINGENT APPLICATION**

Pursuant to Section 73.3517 of the FCC's Rules, Donald Whitman, licensee of FM Translator K246BV, Wenatchee, Washington, hereby grants its permission to OMG FCC Licenses, LLC, to file an application for minor change to K246BV's facilities contingent upon the grant and consummation of an application for consent to assignment of license of K246BV to OMG FCC Licenses, LLC.

Date: 2/29/2016

By: 

Name: Donald Whitman

Title: Licensee