

AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this "Agreement") is made as of 6-1, 2017 between KALO TV, INC. a Hawaii nonprofit corporation, with an address of P. O. Box 1256, Honolulu, Hawaii 96807 ("KALO"), and TRI-SHIELD, a California nonprofit religious corporation, with an address of 500 North Central Ave, Suite 325, Glendale, California 91203 ("TRI-SHIELD"). KALO and TRI-SHIELD are sometimes collectively referred to in this Agreement as the "Parties" and individually as a "Party".

RECITALS

KALO is the licensee and operator of a television broadcast station, KALO-TV, in Honolulu, Hawaii, holding valid authorization for the operation of such station from the Federal Communications Commission (the "FCC"). The Parties desire to provide KALO with the necessary leadership and resources so that KALO can more effectively reach the Hawaiian islands and beyond with the gospel. The Parties have determined that it will promote the efficient and effective accomplishment of the mission and tax-exempt purposes of KALO to enter into an agreement with TRI-SHIELD pursuant to which the current Board of Directors of KALO (the "Existing Directors") will resign and new directors will be appointed in order to serve as the new Board of Directors of KALO ("New Directors") in accordance with the terms and conditions of this Agreement, applicable law, and the corporate documents of KALO. Thus, the Parties intend for all properties, assets, rights and certain debts of KALO, subject to the prior approval of the FCC, to continue to remain with KALO after control is transferred to the New Directors.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Effective Date. This Agreement shall not take effect until it has been fully executed by both Parties and the "Effective Date" shall be the latest date signed by a Party on the signature page of this Agreement. Within a week after the Effective Date, each Party shall submit to the other Party a copy of its respective board resolution evidencing approval of this Agreement.

2. Intentionally omitted.

3. New Board of Directors and Officers.

(a) At the closing and immediately after the recordation of the termination of the UCC Financing Statement and the wiring of funds to Calvary Chapel Costa Mesa, a California nonprofit corporation ("CCCM") and to One Love Ministries, Inc., a Hawaii nonprofit corporation ("OLM") in accordance with paragraph 5 of this Agreement have been confirmed by Escrow, (i) the Existing Directors will appoint 3 New Directors selected by TRI-SHIELD, which

appointments will be effective as of the closing date as provided below and memorialized in a unanimous written consent signed by all of the Existing Directors; (ii) the Existing Directors will irrevocably resign as directors of KALO, effective as of the closing date as provided below, by delivering written notice of their resignations addressed to the Board of Directors, its presiding officer (the President), and the current President or Secretary of KALO; (iii) the current officers of KALO will irrevocably resign as officers, effective as of the closing date as provided below, by delivering written notice of their resignations addressed to KALO; and (iv) the New Directors will appoint the new officers of KALO. The signed resignations and signed appointments in items (i), (ii), (iii) and (iv) of this paragraph 3.(a) shall be deposited with Escrow seven (7) calendar days before closing and Escrow is hereby instructed to date and write in the time on the resignations and appointments in the following sequence in accordance with the following timetable:

First, Escrow shall date the appointments in (i) above with the closing date and the time 1 minute after the successful wiring of the funds to CCCM and OLM.

Second, Escrow shall date the resignations in (ii) above with the closing date and the time 1 minute after the time of the appointments in (i) above.

Third, Escrow shall date the resignations in (iii) above with the closing date and the time 1 minute after the time of the resignations in (ii) above.

Fourth, Escrow shall date the appointments in (iv) above with the closing date and the time 1 minute after the time of the resignations in (iii) above.

The corporate identity, existence, name, purposes, powers, rights, and immunities of KALO shall continue unaffected and unimpaired by this change in the Board of Directors. KALO shall be subject to all debts, liabilities, and trust obligations in the same manner as before the change in its Board of Directors, and all rights of creditors and all liens and trust obligations on or arising from the property of KALO shall be preserved unimpaired. Notwithstanding the foregoing, the Parties' mutual understanding and agreement is that KALO and/or KALO property will not be subject to any debt (other than trade accounts payable incurred in the ordinary course of business consistent with past practices), liens, or trust obligations upon closing.

(b) All of the documents constituting the above resignations and appointments shall be subject to the inspection and approval of TRI-SHIELD and KALO, shall be submitted to Escrow at least seven (7) calendar days before closing and shall take effect upon the date and time set forth thereon in accordance with the above timetable.

4. KALO Covenants.

(a) KALO agrees that from the Effective Date of this Agreement until closing, KALO shall not engage in any activity or transaction other than in the ordinary course of its business; provided that the preparation and filing of an application for construction permit for a new channel in accordance with FCC required procedures in connection with the spectrum

incentive auction shall be considered to be in the ordinary course of business, and further provided, an exception may also be made if the prior written consent of TRI-SHIELD is obtained or if this Agreement requires such. KALO shall continue to operate in accordance with the terms of its FCC licenses, with no substantial change in format.

(b) KALO shall use reasonable efforts prior to the closing to preserve the business organization of KALO intact, to keep available to TRI-SHIELD the services of KALO's present talent, employees, and volunteers, including Brent Keane and Jason Bousseilaire, and to preserve for TRI-SHIELD, except as otherwise specified in this Agreement, the goodwill of suppliers, customers, advertisers, and others having business relations with KALO. KALO shall allow TRI-SHIELD and/or its agents to communicate with and draft and negotiate an employment contract with general manager Brent Keane for a term of employment with KALO whose term begins from the date of closing or afterwards.

(c) KALO shall not enter into, assume or make any contract, lease, license, obligation, commitment, purchase or sale for the acquisition, construction or disposition of KALO assets without TRI-SHIELD's written consent except in the ordinary course of business. For example, KALO may not move or agree to move its operating location or any of its equipment to a different location. KALO shall also not enter into or assume any new mortgage, debt, or encumbrance of any kind or increase the balance of any outstanding loans, other than continuing loans from OLM to permit KALO to continue operating until the closing. KALO and the Existing Directors shall ensure that any outstanding balance of loans from OLM to KALO shall either be fully repaid as of the closing date, or forgiven as of the closing date (or some combination of both), so that no further amounts shall be owing or payable by KALO to OLM as of the closing date.

(d) KALO will afford TRI-SHIELD, its representatives, agents and employees, at all reasonable times with five (5) business days' notice, and in the manner and under circumstances which will not cause unreasonable interference with the operation of KALO's business, access to KALO's books, files, records, station equipment and any other items pertaining to KALO operations for the purpose of audit, inspection, and examination, and will do everything reasonably necessary to enable TRI-SHIELD to make a complete examination of such assets and properties of KALO and their condition. No such examination, however, shall constitute a waiver or relinquishment on the part of TRI-SHIELD of its rights to rely upon the covenants, representations and warranties made by KALO in this agreement.

(e) Within five (5) business days after the Effective Date, KALO shall furnish TRI-SHIELD with copies of KALO's monthly profit and loss statements for the months of January, February, March, and April 2017. KALO shall also promptly provide such statements for each subsequent month until closing, which shall be prepared by KALO and furnished to TRI-SHIELD within ten (10) calendar days after the last day of the previous month. Said statements will be a fair representation of the profit and loss of KALO for those months, and KALO confirms that it is not aware of any material inaccuracies in the financial statements, but the statements have not been and will not be independently audited and reviewed.

(f) KALO has furnished, or shall furnish TRI-SHIELD with true, correct and complete copies of all FCC licenses.

(g) KALO shall fully cooperate with TRI-SHIELD in all respects in the timely preparation, filing and processing of the application for FCC consent to transfer of control, and shall respond promptly to any FCC requests or requirements in regard to such transfer of control.

(h) KALO and its agents shall keep the terms related to this Agreement, including the identity of TRI-SHIELD and its agents, strictly confidential, except that a copy of this Agreement shall be attached to the FCC application for consent to transfer of control and as a result, both this Agreement and the FCC application shall be of public record. Neither TRI-SHIELD nor KALO will issue any public announcement about the transaction without the approval of the other Party except as required by law or FCC rules or policies.

(i) KALO shall secure a signed release from CCCM that removes any and all obligations to provide any programming for CCCM when the loan balance under the Promissory Note below is paid, which shall include but not be limited to, the removal of the obligation to provide ten (10) years of broadcasting of the Word For Today program at no cost to CCCM as reflected in the Promissory Note dated August 17, 2009 and its subsequent amendments ("**Promissory Note**"). KALO shall not enter into any new obligation to provide programming for CCCM, Word For Today, or related entities or individuals. The signed release from CCCM shall also discharge and release KALO from all liability for any alleged debt owed by KALO to CCCM upon payment of the loan balance under the Promissory Note. KALO shall cause said release and said original Promissory Note to be deposited with Escrow at least seven (7) calendar days prior to closing. This executed release shall be subject to the inspection and approval of TRI-SHIELD, KALO and CCCM.

(j) KALO shall seek and obtain the termination of all liens against KALO property or assets, including all UCC lien filings, and all deeds of trust, if any, and shall cause the deposit of a UCC-3 termination statement and any other required termination documents with Escrow at least seven (7) calendar days before the closing date to enable Escrow to record on the closing date. KALO shall also secure an executed release from OLM, the terms and provisions of which are subject to the inspection and approval of TRI-SHIELD, KALO and OLM that evidences the discharge and release from all liability of any alleged debt owed by KALO to OLM conditioned on the payment of the balance of the \$1.1 million remaining after the payoff to CCCM. KALO shall cause said release to be provided to Escrow at least seven (7) calendar days prior to closing.

(k) Although KALO does not guarantee or warrant the condition of its equipment, KALO shall continue to maintain its transmission and broadcast equipment so that it is in good and operable condition and in accordance with all FCC requirements and standards. Until closing, KALO is solely responsible for all costs in repairing or replacing any equipment to ensure effective operations. Notwithstanding the foregoing, said repair or replacement costs do not include improvements or upgrades associated with the FCC repacking process, which are not anticipated to be incurred until after closing. Although TRI-SHIELD shall not exercise control of KALO operations prior to closing, TRI-SHIELD or its agents may make recommendations to

KALO regarding decisions related to the FCC repacking process and/or equipment improvements or upgrades.

(l) At least seven (7) calendar days before closing, KALO shall provide Escrow with a list of all financial accounts maintained by KALO, which shall include the name of the financial institution, the account number, the names of each individual authorized to sign on the accounts, the total balance and the most recent statement. At least seven (7) calendar days before closing, KALO and TRI-SHIELD shall arrange for the financial institution of each account to change the names of the individuals who have signature authority on said accounts to those individuals whose names are provided and approved by TRI-SHIELD. The change of said authorized individuals shall be deposited with each affected financial institution and will take effect at closing immediately after the resignations and appointments set forth in paragraph 3.(a) above have become effective and the financial institution receives a written communication from Escrow confirming that closing has occurred said the resignations and appointments have become effective. Said financial account(s) must have a cumulative positive balance of at least Seven Thousand Five Hundred Dollars (\$7,500) at closing.

5. Escrow; Transfer of Funds and Release of Lien.

(a) Title Guaranty Escrow Services, Inc. (Barbara Paulo), 235 Queen St., Honolulu, Hawaii 96813 ("Escrow") shall be retained as the escrow agent to close the transactions contemplated by this Agreement, and Escrow agrees to maintain the confidentiality of these transactions in accordance with its normal practices. Specifically, Escrow agrees to not disclose the name, identity, or agents of TRI-SHIELD to any third parties, including creditors, unless required by law or by court order. In the event of any inconsistency between the instructions from or to Escrow and this Agreement, the terms, provisions and instructions in this Agreement shall prevail. KALO and TRI-SHIELD shall share equally in the cost of Escrow. The Parties shall seek to obtain Escrow's signature on this Agreement. However, Escrow's refusal to sign or failure to sign this Agreement shall not affect the validity of this Agreement as among the Parties, and the Parties shall seek an alternative escrow agent in that event.

(b) Upon the satisfaction of all conditions for TRI-SHIELD's obligations as set forth in paragraph 8 of this Agreement, TRI-SHIELD shall wire transfer One Million One Hundred Thousand Dollars (\$1,100,000), plus applicable estimated filing, recording, and wiring fees and TRI-SHIELD's 50% share of the Escrow costs, to Escrow no later than two (2) business days before the closing date, as established pursuant to paragraph 10(b) of this Agreement.

(c) At closing, Escrow shall wire transfer to CCCM the amount equal to all of KALO's indebtedness owed to CCCM, which is estimated to be no more than Nine Hundred Twenty Thousand Dollars (\$920,000). At closing, Escrow shall wire transfer to OLM any funds remaining of the One Million One Hundred Thousand Dollars (\$1,100,000) after the indebtedness to CCCM has been paid, less KALO's 50% share of the Escrow costs, as the payoff for all indebtedness owed by KALO to OLM. If the Existing Directors of KALO are able to reduce the amount of indebtedness to CCCM, that will result in a greater part of the One Million One Hundred Thousand Dollars (\$1,100,000) being paid to OLM.

(d) At closing, Escrow shall cause the recordation of the termination of the UCC Financing Statement with the Bureau of the Conveyances of the State of Hawaii and shall disburse said recorded termination and other various signed documents deposited with Escrow to KALO, TRI-SHIELD, and CCCM and OLM, as the case may be. At closing, Escrow shall also mark the original Promissory Note with CCCM as "paid in full" and deliver said Promissory Note to TRI-SHIELD. At closing, Escrow shall also disburse to TRI-SHIELD the releases executed by CCCM and OLM described in paragraphs 4.(i) and 4.(j) above.

6. Representations and Warranties of KALO. KALO hereby represents and warrants that:

(a) KALO is duly formed, validly existing and in good standing under the laws of the State of Hawaii;

(b) KALO is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code ("**Code**");

(c) KALO is not a private foundation pursuant to the Code;

(d) This Agreement, and the transactions contemplated herein, have been fully approved by KALO and is in accordance with the corporate documents of KALO and federal and state laws, and KALO has the authority to enter into this Agreement without any additional approvals or requirements;

(e) KALO has good and marketable title to all of the assets of KALO. The only lien on the assets of KALO is a security interest in favor of CCCM to secure CCCM's loan to KALO issued pursuant to the Promissory Note, which lien is evidenced by a UCC 1 Financing Statement, recorded on October 30, 2009 with the State of Hawaii Bureau of Conveyances. All of KALO's assets shall be free and clear of said lien as of the date of closing. Other than the existing UCC lien in favor of CCCM (to be paid off and removed at Closing), all of the assets of KALO are free and clear of any lien, restriction, claim or demand of any third party; provided, however, that KALO will be subject to obligations to pay ordinary trade accounts payable incurred in the ordinary course of business, none of which shall be more than thirty (30) days old at closing. Typical trade accounts payable owed to third parties incurred in the ordinary course of KALO's business for the purposes of this Agreement include, but are not limited to those set forth in KALO's check register for the months of January through April, 2017, attached hereto as Exhibit "2" and made a part hereof. KALO does not have any accounts payable that are more than 30 days overdue.

(f) KALO is not in material default or material violation of any lease or contract;

(g) Neither KALO nor the assets of KALO are engaged in, a party to, or the subject of any legal action, claim, or investigation, either pending, threatened against, or for the benefit of, KALO, before any court or regulatory agency;

(h) KALO is current with all of its registration requirements, including all Federal Communications Commission and other broadcasting license requirements for KALO-TV and has paid any and all federal, state, and local taxes owed by KALO;

(i) KALO has used good faith efforts to provide to TRI-SHIELD a true, correct, and complete listing of all equipment in use at KALO as of December 31, 2016 attached to this Agreement as Exhibit "1" and made a part hereof. KALO disclaims any representation or warranty that the dollar amounts set forth in Exhibit "1" represent the value of the equipment and TRI-SHIELD shall not rely on those amounts in making its decision to enter into this Agreement;

(j) Other than: (i) the outstanding balance of the loan from CCCM to KALO in an amount estimated at not greater than \$920,000; (ii) the outstanding balance of one or more loans from OLM to KALO in the current amount of approximately \$543,570, which amount may increase in the time leading up to closing but which amount shall be fully repaid and / or forgiven as of the closing as provided in paragraph 4.(c) above; and (iii) typical trade accounts payable owed to third parties incurred in the ordinary course of KALO's business referenced in paragraph 6.(e), KALO does not have any indebtedness.

(k) KALO exclusively broadcasts from the tower and land located at Palehua Ridge Road Bldg 234, Kapolei, HI 96707 ("Tower"). Other than for the Tower location, the only lease for which KALO is a party to is for office space at 420 Waiakamilo Road, space 400, Honolulu, HI 96817;

(l) A true, correct and complete list of all of KALO's current employees, including their full names and titles is attached hereto as Exhibit "3" and made a part hereof.

- (i) All employees of KALO are, and will be as of the date of closing, at-will employees.
- (ii) KALO has no oral or written agreements for employment with any person and has made no promise or representation of continued employment to any of KALO's current employee.
- (iii) As of the closing date, KALO will have no outstanding liabilities with respect to accrued sick leave, accrued paid time off, 401(k) accounts, profit sharing programs, or other retirement accounts or contributions. As of the closing, all vacation for KALO employees accrued up through June 15, 2017 shall have been paid by KALO.

(m) KALO has timely filed and paid all applicable federal, state, and local taxes, including, without limitation, all payroll taxes and State of Hawaii general excise tax, if any, and will have no overdue tax liabilities as of the closing date.

(n) Except for two leases for the for KALO's transmitting tower and facilities, and one lease for KALO's office / studio, KALO is not a party to any other lease or contract that is not terminable on 30 days or less notice without penalty.

7. Representations and Warranties of TRI-SHIELD. TRI-SHIELD hereby represents and warrants that:

(a) TRI-SHIELD is duly formed, validly existing and in good standing under the laws of the State of California;

(b) TRI-SHIELD is exempt from taxation under Section 501(c)(3) of the Code;

(c) TRI-SHIELD is not a private foundation pursuant to the Code;

(d) This Agreement, and the transactions contemplated herein, have been fully approved by TRI-SHIELD and is in accordance with the corporate documents of TRI-SHIELD and federal and state laws, and TRI-SHIELD has the authority to enter into this Agreement without any additional approvals or requirements;

(e) Neither TRI-SHIELD nor the assets of TRI-SHIELD are engaged in, a party to, or the subject of any legal action, claim, or investigation, either pending, threatened against, or for the benefit of, TRI-SHIELD, before any court or regulatory agency;

(f) TRI-SHIELD is financially qualified and has the cash to consummate this transaction, will not need to obtain third party financing, and is otherwise qualified to become an FCC licensee and knows of no reason why it would not be approved by the FCC as the licensee of KALO-TV;

(g) TRI-SHIELD has completed its due diligence of the operations, finances, assets and all other aspects of KALO and KALO-TV and is prepared to enter into this Agreement and be bound by its terms, and will accept the assets AS IS WHERE IS WITH ALL FAULTS AND DEFECTS and in the condition they are in at the closing date and shall not request any reduction in the \$1,100,000 price to be paid by TRI-SHIELD;

(h) With the exception of Escrow fees shared by the Parties, TRI-SHIELD shall pay for all filing and transaction fees (but not attorney fees) arising out of the transactions contemplated by this Agreement including but not limited to FCC filing fees, recording fees to terminate the UCC Financing Statement, and all wire transfer fees.

(i) TRI-SHIELD will fully cooperate with the FCC application filing including listing all of the names and addresses of all persons with an attributable interest in TRI-SHIELD.

(j) TRI-SHIELD acknowledges and understands that the FCC will require a "repacking" of the KALO-TV station to a new channel as part of the FCC approval requirements. Although KALO will incur the cost of preparing and filing the FCC application, TRI-SHIELD agrees that prior to and up to the closing, KALO shall not be responsible or

obligated for any costs of repacking. In this regard, from and after the Effective Date and up to closing, although KALO's FCC counsel will prepare the application for construction permit for the new channel and the initial cost estimate for the repack, TRI-SHIELD shall be solely responsible to pay for the fees of KALO's FCC counsel to prepare said application for construction permit and initial cost estimate for the repack, along with the engineering costs expended in connection therewith. From and after the closing, KALO as managed by the New Directors, shall be solely responsible for the costs of all repacking obligations. Notwithstanding the foregoing, if the FCC requires expenditures prior to closing for purchase of new equipment or improvements to the Tower, TRI-SHIELD shall notify KALO within 20 days after receipt of the FCC requirements whether it wants to incur the expenditures and proceed to closing or to terminate this Agreement.

8. Conditions for TRI-SHIELD's Obligations. The obligations of TRI-SHIELD under this Agreement are subject to the complete satisfaction of the following conditions on or prior to the closing date, any one or more of which may be waived in writing by TRI-SHIELD:

(a) The FCC approval of the transfer of control has become final as contemplated by paragraph 10(b) of this Agreement. TRI-SHIELD must have received notice in writing, or in any other form satisfactory to TRI-SHIELD, of the FCC's Consent to transfer of control of KALO to the New Directors to be appointed by TRI-SHIELD.

(b) All representations and warranties by KALO which are contained in this Agreement, or in any other written documents which shall be delivered by KALO to TRI-SHIELD pursuant to this Agreement, shall be true as of the date made and on and as of the closing date, as though such representations and warranties were made at and as of such dates.

(c) KALO shall have performed and complied with all agreements and covenants required by this Agreement to be performed by it prior to or on the closing date, and by the closing date shall have executed or caused to be executed and delivered to Escrow all documents which are required by this Agreement to be delivered to Escrow by KALO.

(d) All liens on KALO's property shall have been terminated as of the closing date, all executed resignations and appointments set forth in paragraph 3.(a) above, the Promissory Note, all releases executed by CCCM and OLM referenced in paragraphs 4.(i) and 4.(j) above, and the change in signatories to KALO's financial accounts as referenced in paragraph 4.(l) above shall have been deposited with Escrow or the financial institution, as the case may be.

(e) At closing, KALO will be operating pursuant to FCC rules.

(f) KALO maintains a cumulative total positive balance of at least Seven Thousand Five Hundred Dollars (\$7,500) in all of its financial accounts, to which TRI-SHIELD will be provided access upon closing.

(g) KALO shall have obtained and delivered to Escrow, no later than seven (7) calendar days prior to the closing date, a tax clearance certificate (Form A-6) for KALO issued

by the State of Hawaii Department of Taxation, which certificate is dated no earlier than ten (10) calendar days prior to the closing date.

(h) At closing, KALO shall have no outstanding loan indebtedness except as permitted in paragraph 6.(j) above.

(i) At closing, KALO shall not be a party to any contract, lease, license, or other commitment to move its operating location or any of its equipment to a different location, except with TRI-SHIELD's prior written consent, which consent shall be in TRI-SHIELD's sole discretion.

(j) Prior to closing, KALO shall have notified all of its landlords or lessors and insurance providers in writing of the recent change in KALO's corporate name from One Love Outreach, Inc. to KALO TV, Inc.

9. Conditions for KALO's Obligations. The obligations of KALO under this Agreement are subject to the complete satisfaction of the following conditions on or prior to the closing date, any one or more of which may be waived by KALO:

(a) The FCC approval of the transfer of control has become final as contemplated by paragraph 10(b) of this Agreement. KALO must have received notice in writing, or in any other form satisfactory to KALO, of the FCC's Consent to transfer of control of KALO to the New Directors to be appointed by TRI-SHIELD.

(b) All representations and warranties by TRI-SHIELD which are contained in this Agreement, or in any other written documents which shall be delivered by TRI-SHIELD to KALO pursuant to this Agreement, shall be true as of the date made and on and as of the closing date, as though such representations and warranties were made at and as of such dates.

(c) TRI-SHIELD shall have performed and complied with all agreements and covenants required by this Agreement to be performed by it prior to or on the closing date, including the wire transfer of \$1,100,000 into Escrow as set forth in paragraph 5 of this Agreement, and by the closing date shall have executed or caused to be executed and delivered to Escrow all documents which are required by this Agreement to be delivered to Escrow by TRI-SHIELD.

10. Closing terms.

(a) Before Closing. Pending the closing of this transaction, TRI-SHIELD shall not exercise any control over the operations and management of television station KALO-TV unless and until authorized to do so by the FCC, and the operations of KALO-TV shall be KALO's sole responsibility up to and including the date of closing.

(b) Date and Time. The date and time of closing shall be mutually agreed upon by the Parties but shall not be less than two (2) calendar days nor more than ten (10) calendar days after the FCC's approval of the transaction(s) contemplated by this Agreement has become final,

which for purposes of this Agreement means that the approval is no longer subject to judicial or administrative review or appeal, that the time for seeking such review or appeal has expired, and that no such review or appeal has been sought. The closing will be held at the offices of the Escrow. The time and date designated for consummating and closing the transfer of control and the other transactions contemplated by this Agreement is referred to in this Agreement as either the "closing" or the "closing date."

(c) Closing Deliveries. At closing, or as soon as practicable afterwards, KALO will deliver to the New Directors or their designee all property and papers owned or possessed by KALO, including, but not limited to, keys to all KALO facilities, and all title and proof of ownership to KALO property. KALO shall also deliver all documents and items reasonably requested by TRI-SHIELD in a prompt and reasonable manner, even if requested after closing. At closing, Escrow shall deliver to TRI-SHIELD the recorded and original signed documents and deliver to OLM copies of the recorded and signed documents referred to in paragraph 8(d) above.

11. Use of Assets. The present intention of TRI-SHIELD is that the assets of KALO will be used for the religious and other tax-exempt purposes of KALO in the operation of KALO. Notwithstanding the foregoing, this shall not be a consideration, restriction or condition of this Agreement, but represents a statement of intention made by TRI-SHIELD. The Parties recognize that the use of the assets of KALO will be subject to applicable law and the provisions of KALO's corporate documents and that the use of the assets of KALO will be at the discretion of the New Directors. If the New Directors determine that the assets of KALO should no longer be used in the manner originally intended by TRI-SHIELD, the New Directors may, in their sole discretion, make such disposition of the assets of KALO as permitted by applicable law.

12. Donors. To the extent that there are any restrictions by donors as to the use of any of KALO's assets, KALO will notify TRI-SHIELD of such restrictions prior to closing so that KALO can comply with such restrictions after the New Directors have been appointed.

13. Termination. Except as herein provided, this Agreement may be terminated at any time prior to the closing, by written notice as follows:

(a) By the mutual written consent of KALO and TRI-SHIELD;

(b) By KALO (if KALO is not then in breach of any term of this Agreement), if TRI-SHIELD shall (i) fail to perform in any material respect its agreements contained herein required to be performed on or prior to the closing date, (ii) breach in any material respect any of TRI-SHIELD's representations or warranties contained herein, which failure or breach would give rise to a failure of the closing conditions in paragraph 9 of this Agreement hereof and which failure or breach is not cured within twenty (20) calendar days after KALO has notified TRI-SHIELD of its intent to terminate this Agreement pursuant to this paragraph 13.(b);

(c) By TRI-SHIELD (if TRI-SHIELD is not then in breach of any term of this Agreement), if KALO shall (i) fail to perform in any material respect its agreements contained herein required to be performed on or prior to the closing date, (ii) breach in any material respect

any of KALO's representations or warranties contained herein, which failure or breach would give rise to a failure of the closing conditions in paragraph 8 of this Agreement and which failure or breach is not cured within twenty (20) calendar days after TRI-SHIELD has notified KALO of its intent to terminate this Agreement pursuant to this paragraph 13.(c);

(d) By either Party, if there shall be any order, writ, injunction or decree of any court or governmental or regulatory agency binding on KALO or TRI-SHIELD which prohibits or restrains either Party from consummating the transactions contemplated hereby;

(e) By either Party, if the closing has not occurred by the date which is one year from the date on which the FCC application for consent to transfer of control is filed with the FCC, for any reason other than delay or nonperformance of the terminating Party.

If termination occurs as provided in this paragraph 13, the Parties shall not be liable to each other for any matters set forth in this Agreement and shall be responsible to pay their own legal and other fees and expenses incurred with respect to the transaction, whether or not closing occurs.

14. Indemnification. KALO shall indemnify, defend, and hold harmless TRI-SHIELD and its directors, officers, employees, agents, successors-in-interest, and assigns from any and all third party claims, demands, liabilities, or damages that were caused by KALO's acts or omissions up until the closing date, and from KALO's breach of its representations, warranties or covenants in this Agreement. This provision shall survive the closing of the transaction contemplated by this Agreement.

TRI-SHIELD shall indemnify, defend, and hold harmless KALO and its directors, officers, employees, agents, successors-in-interest, and assigns from any and all third party claims, demands, liabilities, or damages that were caused by TRI-SHIELD's acts or omissions up until the closing date, and from TRI-SHIELD's breach of its representations, warranties or covenants in this Agreement. In addition, TRI-SHIELD shall indemnify, defend and hold harmless OLM and its directors, officers, employees and agents, and KALO's former directors, officers, employees and agents from any and all claims, demands, liabilities, or damages arising out of the acts and omission of TRI-SHIELD or KALO and KALO-TV from and after the closing date. These provisions shall survive the closing of the transactions contemplated by this Agreement.

15. Amendments. This Agreement may be amended only in writing signed by the Parties.

16. Additional Assurances. On reasonable request by TRI-SHIELD, KALO shall from time to time execute and deliver any documents and instruments and take any actions desirable or necessary to carry out the full intent and purpose of this Agreement. On reasonable request by KALO, TRI-SHIELD shall from time to time execute and deliver any documents and instruments and take any actions desirable or necessary to carry out the full intent and purpose of this Agreement.

17. Notices. Any notices to be given hereunder by any Party shall be in writing and may be transmitted by personal delivery, by courier or by mail, registered or certified, postage prepaid with a return receipt requested. Mailed notices and notices sent by courier shall be addressed to the Parties at the addresses appearing in the introductory paragraph of this Agreement, but each Party may change that address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices or notices sent by courier shall be deemed communicated as of the actual date of receipt or the date of rejection by the addressee.

18. Entire Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and any permitted assigns. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter of this Agreement and contains all of the covenants and agreements between the Parties with respect to the subject matter of this Agreement. Each Party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either Party. Upon the Effective Date of this Agreement, the Parties shall no longer be bound by the Non-Disclosure Agreement dated September 22, 2016. Notwithstanding the foregoing, the Parties shall take reasonable efforts to abide by the confidentiality provisions of this Agreement until closing. These confidentiality provisions shall not be deemed to prohibit any disclosure made for the purpose of compliance with FCC rules or policies or in response to an FCC staff inquiry.

19. General Provisions. The Agreement may be signed in counterparts, may be transmitted electronically and shall be legally binding when both the Parties have signed the original or a counterpart. Neither Party may assign its rights or liabilities hereunder except as set forth herein. The Agreement is binding upon and shall inure to the benefit of the Parties and their successors. Each Party shall pay its attorneys' fees incurred in negotiating, documenting and consummating the transactions contemplated by this Agreement. Time is of the essence in all things herein provided. The invalidity of any specific provision hereto shall not affect the validity of the remainder of this Agreement or the enforceability thereof. Each of the representations and warranties made herein shall be deemed material. Headings are for convenience only. No third party is, or shall be construed as, a third-party beneficiary under the terms of this Agreement. This Agreement, and the transactions contemplated hereunder, shall be governed by and construed according to the laws of the State of Hawaii.

20. Conciliation/Arbitration. The Parties to this Agreement are Christian organizations and believe that the Bible commands them to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, the Parties agree that any controversy, claim or dispute arising from, out of or related to this Agreement shall be resolved by biblically-based mediation and, if necessary, legally binding arbitration in accordance with the Rules of Procedure for Christian Conciliation, as amended from time to time, of Peacemakers Ministries in Billings, Montana. The Parties agree that these methods shall be the sole remedy for any controversy, claim or dispute arising out of this Agreement and expressly waive their right to file

a lawsuit in any civil court against one another for such controversies, claims or disputes, except to enforce a binding arbitration decision.

21. Exhibits. The following exhibits are attached hereto and hereby incorporated into this Agreement by reference:

- 2016. Exhibit "1": List of KALO's Existing Equipment in Use as of December 31,
- 2017 Exhibit "2": KALO's Check Register for the Months of January through April,
- Exhibit "3": List of KALO'S Employees

-The remainder of this page is intentionally left blank; the next page is the signature page.-

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) written below.

KALO TV, INC.,
a Hawaii nonprofit corporation

Dated: 5/31/17

By: David W. Tipton
DAVID W TIPTON, President

Dated: 5/31/17

By: Lydia Ling
Lydia Ling, Secretary

TRI-SHIELD
a California nonprofit religious corporation

Dated: _____

By: _____
Name:
Its:

ESCROW AGENT:

The undersigned hereby accepts the foregoing Agreement and Joint Escrow Instructions and agrees to act as Escrow under this Agreement in strict accordance with its terms.

TITLE GUARANTY ESCROW SERVICES, INC.,
a Hawaii corporation

Dated: _____

By: _____
Barbara Paulo
Its Authorized Representative

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) written below.

KALO TV, INC.,
a Hawaii nonprofit corporation

Dated: _____

By: _____
_____, President

Dated: _____

By: _____
_____, Secretary

TRI-SHIELD
a California nonprofit religious corporation

Dated: 6/1/2017

By: 
Name: TOM C. JORDAN
Its: _____

ESCROW AGENT:

The undersigned hereby accepts the foregoing Agreement and Joint Escrow Instructions and agrees to act as Escrow under this Agreement in strict accordance with its terms.

TITLE GUARANTY ESCROW SERVICES, INC.,
a Hawaii corporation

Dated: June 1, 2017

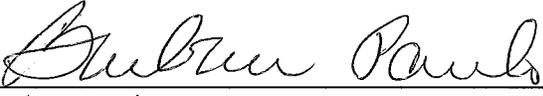
By: 
Barbara Paulo
Its Authorized Representative

EXHIBIT "1"

List of Existing Equipment in Use at KALO as of December 31, 2016

Line	Equipment	Service Date	Cost	Location
261	MCI Panel Antenna Cost (Palehua)	09/01/2009	38,000.00	Palehua
205	1.2 KW Modulator (Palehua)	05/01/2011	35,181.50	Palehua
257	MCI 2 Channel Combiner Cost (Palehua)	09/01/2009	26,800.00	Palehua
272	Screen Serv. Micro Receive Cost (Palehua)	09/01/2009	26,500.00	Palehua
213	150ft. Transmission Line Cost (Palehua)	09/01/2009	9,803.00	Palehua
13	Adlek 3050 Mux Cost (Palehua)	09/01/2009	8,000.00	Palehua
276	Screen Svc Microwave Rcvr Cost (Palehua)	01/01/2011	6,233.00	Palehua
209	12ft Highcube Container Cost (Palehua)	09/01/2009	6,000.00	Palehua
229	Air Conditioner Cost (Palehua)	06/01/2011	3,000.00	Palehua
265	MCI Power Combiner Cost (Palehua)	09/01/2009	2,400.00	Palehua
285	Voltage Regulator Cost (Palehua)	05/01/2011	1,700.00	Palehua
269	Microwave Dish Tower Mount Cost (Palehua)	09/01/2009	1,200.00	Palehua
281	Screen Svc Surge Suppress Cost (Palehua)	09/01/2009	1,200.00	Palehua
173	Tektronix VM700T Cost (control room)	09/01/2009	24,780.00	Waiakamilo
141	PSIP GuideBuilder Cost (control room)	11/01/2011	9,135.00	Waiakamilo
129	Orban Optimod 8182A Cost (control room)	09/01/2009	8,640.00	Waiakamilo
29	Andrew EW63 Waveguide Cost (control room)	09/01/2009	8,280.00	Waiakamilo
290	Server purchased by one love (control room)	04/01/2016	6,087.00	Waiakamilo
53	Equipment Racks Cost (Purchase price)	09/01/2009	4,800.00	Waiakamilo
25	Andrew Dry-Line Cost (Waimanu master control room)	09/01/2009	3,400.00	Waiakamilo
97	Mac Pro 2.93 Quad Core Cost (control room)	10/01/2011	3,108.90	Waiakamilo
9	ADC Video Patch Panel Cost (control room)	09/01/2009	2,860.00	Waiakamilo
161	Sony PVM-8042q Cost (Waimanu master control room)	09/01/2009	2,800.00	Waiakamilo
37	Berlinger Multicom Pro-XL Cost (control room)	09/01/2009	2,760.00	Waiakamilo
145	SAGE EAS ENDEC 2011 Cost (control room)	01/01/2011	2,469.00	Waiakamilo
69	iMac Edit Computer Cost (waimanu studio)	06/01/2010	1,999.00	Waiakamilo
137	PSIP ASI Single Output Cost (control room)	11/01/2011	1,948.00	Waiakamilo
167	Sony PVM-14M2U Cost (Waimanu master control room)	09/01/2009	1,860.00	Waiakamilo
33	APC 1000w UPS Cost (Waimanu master control room)	09/01/2009	1,820.00	Waiakamilo
288	Transtector System Surge Suppressor Tower	04/01/2011	1,754.02	Waiakamilo
185	Videotek APM 200 Cost (control room)	09/01/2009	1,700.00	Waiakamilo
117	Motorola SE-1010 Cost (control room)	09/01/2011	1,500.00	Waiakamilo
181	Videotek ABP 12 Cost (control room)	09/01/2009	1,480.00	Waiakamilo
133	Pineapple Xmitter Power Cost (control room)	05/01/2011	1,300.00	Waiakamilo
193	Videotek Routing Switcher Cost (Waimanu control room)	09/01/2009	1,275.00	Waiakamilo
85	Leitch ADA-16 Cost (control room)	09/01/2009	1,140.00	Waiakamilo
57	ESE Master Clock Cost (control room)	09/01/2009	1,100.00	Waiakamilo
288	Apple Computer	02/01/2012	1,046.07	Waiakamilo
65	iMac computer Cost (control room)	02/01/2012	1,046.00	Waiakamilo
21	Altronika Test Equipment Cost (control room)	01/01/2012	1,036.00	Waiakamilo
			267,141.49	

EQUIPMENT IN USE AS OF DECEMBER 31, 2016

-END OF EXHIBIT "1"-

EXHIBIT "2"

KALO's Check Register for January through April, 2017

KALO TV

5/20/2017 1:11 PM

Register: 1000 · First Hawaiian Bank 861

From 01/01/2017 through 04/30/2017

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
01/01/2017	2922	KHNL/KFVE New ...	2000 · Accounts payable		1,852.50 X		39,238.26
01/01/2017	2923	Calvary Chapel Cost...	2000 · Accounts payable		7,500.00 X		31,738.26
01/01/2017	2924	Palehua Ranch LLC	2000 · Accounts payable		795.81 X		30,942.45
01/01/2017	EFT	First Hawaiian Bank	6200 · Banking:6302 · ...	January 2013 ...	9.99 X		30,932.46
01/01/2017	ACH	Shepherd Path Accou...	2000 · Accounts payable		765.16 X		30,167.30
01/01/2017	online	UHA (online)	2000 · Accounts payable		389.32 X		29,777.98
01/03/2017			-split-	Deposit	X	1,586.00	31,363.98
01/04/2017		QuickBooks Payroll ...	-split-	Created by Pay...	1,905.67 X		29,458.31
01/04/2017		Paypal Transfer	1100 · Paypal		X	589.89	30,048.20
01/05/2017		Brent Keane	-split-	Direct Deposit	X		30,048.20
01/05/2017			1299 · Undeposited Fu...	Deposit	X	500.00	30,548.20
01/09/2017	2926	Pacific Guardian Life	-split-		192.52 X		30,355.68
01/10/2017		Diamond Parking Ser...	2000 · Accounts payable	QuickBooks ge...	X		30,355.68
01/11/2017	E-pay	United States Treasury	-split-	27-0456717 Q...	525.66 X		29,830.02
01/12/2017		Paypal Transfer	1100 · Paypal		X	678.51	30,508.53
01/13/2017			-split-	Deposit	X	1,284.00	31,792.53
01/14/2017	ACH	Hawaiian Electric Co...	2000 · Accounts payable		589.12 X		31,203.41
01/15/2017	online	Hawaii State Tax Col...	-split-	W83009187-01	256.50 X		30,946.91
01/15/2017			1299 · Undeposited Fu...	Deposit	X	600.00	31,546.91
01/16/2017	ACH	Hawaiian Electric Co...	2000 · Accounts payable		637.27 X		30,909.64
01/18/2017			-split-	Deposit	X	6,750.00	37,659.64
01/18/2017		QuickBooks Payroll ...	-split-	Created by Dir...	1.83 X		37,657.81
01/19/2017		QuickBooks Payroll ...	-split-	Created by Pay...	1,811.41 X		35,846.40
01/19/2017		Paypal Transfer	1100 · Paypal		X	329.82	36,176.22
01/19/2017		Intuit	6200 · Banking:6302 · ...		0.50 X		36,175.72
01/20/2017		Brent Keane	-split-	Direct Deposit	X		36,175.72
01/20/2017		Douglas Koehn (EFT)	2000 · Accounts payable		480.00 X		35,695.72
01/20/2017			-split-	Deposit	X	225.00	35,920.72
01/20/2017			-split-	Deposit	X	1,185.00	37,105.72
01/25/2017	ACH	Hawaiian Electric Co...	2000 · Accounts payable		858.34 X		36,247.38
01/25/2017	E-pay	United States Treasury	-split-	27-0456717 Q...	525.70 X		35,721.68
01/25/2017		Paypal Transfer	1100 · Paypal		X	174.84	35,896.52
01/25/2017	2927	Salem Media Of Ha...	2000 · Accounts payable		1,570.68 X		34,325.84
01/27/2017			-split-	Deposit	X	1,840.00	36,165.84
01/30/2017	online	Hawaii State Tax Col...	-split-	0007555814	48.41 X		36,117.43
01/30/2017	ACH	Hawaiian Telecom	2000 · Accounts payable		119.24 X		35,998.19
01/31/2017		First Hawaiian Bank	6200 · Banking:6302 · ...		3.00 X		35,995.19
02/01/2017	2928	KHNL/KFVE New ...	2000 · Accounts payable		1,852.50 X		34,142.69
02/01/2017	2929	Calvary Chapel Cost...	2000 · Accounts payable		7,500.00 X		26,642.69
02/01/2017	EFT	First Hawaiian Bank	6200 · Banking:6302 · ...	January 2013 ...	9.99 X		26,632.70

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Register: 1000 · First Hawaiian Bank 861

From 01/01/2017 through 04/30/2017

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
02/01/2017	2930	Palehua Ranch LLC	2000 · Accounts payable	Lease No. M01...	795.81	X		25,836.89
02/01/2017	ACH	Shepherd Path Accou...	2000 · Accounts payable		765.76	X		25,071.13
02/01/2017	online	UHA (online)	2000 · Accounts payable		389.32	X		24,681.81
02/02/2017		QuickBooks Payroll ...	-split-	Created by Pay...	1,933.92	X		22,747.89
02/03/2017		Brent Keane	-split-	Direct Deposit		X		22,747.89
02/03/2017			-split-	Deposit		X	339.00	23,086.89
02/06/2017		Paypal Transfer	1100 · Paypal			X	144.60	23,231.49
02/08/2017	E-pay	United States Treasury	-split-	27-0456717 Q...	525.66	X		22,705.83
02/08/2017		Paypal Transfer	1100 · Paypal			X	586.20	23,292.03
02/10/2017		Fletcher, Heald & Hi...	2000 · Accounts payable	QuickBooks ge...		X		23,292.03
02/13/2017			-split-	Deposit		X	2,850.00	26,142.03
02/13/2017			-split-	Deposit		X	862.00	27,004.03
02/14/2017	online	Hawaii State Tax Col...	-split-	W83009187-01	256.50	X		26,747.53
02/14/2017			1299 · Undeposited Fu...	Deposit		X	600.00	27,347.53
02/14/2017		First Hawaiian Bank	6200 · Banking:6302 · ...		0.50	X		27,347.03
02/15/2017		Paypal Transfer	1100 · Paypal			X	692.96	28,039.99
02/16/2017		QuickBooks Payroll ...	-split-	Created by Pay...	1,858.77	X		26,181.22
02/16/2017		QuickBooks Payroll ...	-split-	Created by Dir...	1.83	X		26,179.39
02/17/2017		Brent Keane	-split-	Direct Deposit		X		26,179.39
02/17/2017	ACH	Spectrum Business {...	2000 · Accounts payable		465.04	X		25,714.35
02/17/2017			-split-	Deposit		X	906.00	26,620.35
02/21/2017		Douglas Koehn (EFT)	2000 · Accounts payable		855.00	X		25,765.35
02/22/2017	E-pay	United States Treasury	-split-	27-0456717 Q...	525.70	X		25,239.65
02/23/2017		Paypal Transfer	1100 · Paypal			X	257.07	25,496.72
02/23/2017		QuickBooks Payroll ...	-split-	Created by Dir...	1.83	X		25,494.89
02/23/2017	2931	Menehune Water Co	2000 · Accounts payable	ID #068589	24.00	X		25,470.89
02/23/2017	2933	Salem Media Of Ha...	2000 · Accounts payable		1,570.68	X		23,900.21
02/24/2017			-split-	Deposit		X	550.00	24,450.21
02/25/2017	ACH	Hawaiian Electric Co...	2000 · Accounts payable		862.30	X		23,587.91
02/27/2017		Douglas Koehn (EFT)	2000 · Accounts payable		600.00	X		22,987.91
02/28/2017	ACH	Hawaiian Telecom	2000 · Accounts payable		119.24	X		22,868.67
03/01/2017	2932	KHNL/KFVE New ...	2000 · Accounts payable	KAP36027	1,852.50	X		21,016.17
03/01/2017	2934	Calvary Chapel Cost...	2000 · Accounts payable		7,500.00	X		13,516.17
03/01/2017	2935	Palehua Ranch LLC	2000 · Accounts payable	Lease No. M01...	795.81	X		12,720.36
03/01/2017	EFT	First Hawaiian Bank	6200 · Banking:6302 · ...	January 2013 ...	9.99	X		12,710.37
03/01/2017	online	UHA (online)	2000 · Accounts payable		389.32	X		12,321.05
03/01/2017	ACH	Shepherd Path Accou...	2000 · Accounts payable		769.86	X		11,551.19
03/02/2017		QuickBooks Payroll ...	-split-	Created by Pay...	1,871.67	X		9,679.52
03/02/2017		Paypal Transfer	1100 · Paypal			X	145.20	9,824.72
03/02/2017		QuickBooks Payroll ...	-split-	Created by Dir...	1.83	X		9,822.89

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Register: 1000 · First Hawaiian Bank 861

From 01/01/2017 through 04/30/2017

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
03/02/2017		Videoblocks.com	2000 · Accounts payable	QuickBooks ge...		X		9,822.89
03/03/2017		Brent Keane	-split-	Direct Deposit		X		9,822.89
03/03/2017			-split-	Deposit		X	1,750.00	11,572.89
03/06/2017		Douglas Koehn (EFT)	2000 · Accounts payable		750.00	X		10,822.89
03/06/2017			-split-	Deposit		X	1,529.00	12,351.89
03/07/2017		GoDaddy	2000 · Accounts payable	QuickBooks ge...		X		12,351.89
03/08/2017	E-pay	United States Treasury	-split-	27-0456717 Q...	525.66	X		11,826.23
03/08/2017		Paypal Transfer	1100 · Paypal			X	624.72	12,450.95
03/10/2017			-split-	Deposit		X	5,258.79	17,709.74
03/11/2017		Fletcher, Heald & Hi...	2000 · Accounts payable	QuickBooks ge...		X		17,709.74
03/13/2017	online	Hawaii State Tax Col...	-split-	W83009187-01	256.50	X		17,453.24
03/15/2017		Paypal Transfer	1100 · Paypal			X	668.13	18,121.37
03/16/2017		QuickBooks Payroll ...	-split-	Created by Dir...	1.83	X		18,119.54
03/17/2017	ACH	Spectrum Business (...)	2000 · Accounts payable		465.04	X		17,654.50
03/17/2017		QuickBooks Payroll ...	-split-	Created by Pay...	1,811.43	X		15,843.07
03/17/2017		Douglas Koehn (EFT)	2000 · Accounts payable		900.00	X		14,943.07
03/17/2017			-split-	Deposit		X	507.00	15,450.07
03/18/2017	ACH	Hawaiian Electric Co...	2000 · Accounts payable		612.59	X		14,837.48
03/20/2017		Brent Keane	-split-	Direct Deposit		X		14,837.48
03/21/2017	2936	Salem Media Of Ha...	2000 · Accounts payable		1,570.68	X		13,266.80
03/21/2017		Paypal Transfer	1100 · Paypal			X	140.61	13,407.41
03/22/2017		QuickBooks Payroll ...	-split-	Created by Dir...	1.83	X		13,405.58
03/24/2017	E-pay	United States Treasury	-split-	27-0456717 Q...	525.66	X		12,879.92
03/24/2017		Douglas Koehn (EFT)	2000 · Accounts payable		900.00	X		11,979.92
03/24/2017			-split-	Deposit		X	640.00	12,619.92
03/25/2017	ACH	Hawaiian Electric Co...	2000 · Accounts payable		1,036.66	X		11,583.26
03/27/2017	ACH	Hawaiian Telecom	2000 · Accounts payable		57.63	X		11,525.63
03/28/2017		Paypal Transfer	1100 · Paypal			X	125.94	11,651.57
03/31/2017			-split-	Deposit		X	1,319.00	12,970.57
03/31/2017		Fletcher, Heald & Hi...	2000 · Accounts payable	QuickBooks ge...		X		12,970.57
04/01/2017	2937	KHNL/KFVE New ...	2000 · Accounts payable		1,852.50	X		11,118.07
04/01/2017	EFT	First Hawaiian Bank	6200 · Banking:6302 · ...	January 2013 ...	9.99	X		11,108.08
04/01/2017	2938	Calvary Chapel Cost...	2000 · Accounts payable		7,500.00	X		3,608.08
04/01/2017	ACH	Shepherd Path Accou...	2000 · Accounts payable		765.76	X		2,842.32
04/03/2017			-split-	Deposit		X	2,850.00	5,692.32
04/03/2017	ACH	UHA (online)	2000 · Accounts payable		389.32	X		5,303.00
04/04/2017		QuickBooks Payroll ...	-split-	Created by Pay...	1,876.14	X		3,426.86
04/05/2017		Brent Keane	-split-	Direct Deposit		X		3,426.86
04/05/2017	Temp		6200 · Banking:6302 · ...		0.50	X		3,426.36
04/05/2017			1299 · Undeposited Fu...	Deposit		X	600.00	4,026.36

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Register: 1000 - First Hawaiian Bank 861

From 01/01/2017 through 04/30/2017

Sorted by: Date and Order Entered

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
04/06/2017		Paypal Transfer	1100 - Paypal			X	1,132.38	5,158.74
04/10/2017	2939	First Insurance Co.	2000 - Accounts payable		1,899.00	X		3,259.74
04/10/2017			-split-	Deposit		X	1,822.00	5,081.74
04/12/2017	E-pay	United States Treasury	-split-	27-0456717 Q...	525.70	X		4,556.04
04/12/2017		QuickBooks Payroll ...	-split-	Created by Dir...	1.83	X		4,554.21
04/13/2017		Paypal Transfer	1100 - Paypal			X	233.52	4,787.73
04/14/2017		Douglas Koehn (EFT)	2000 - Accounts payable		900.00	X		3,887.73
04/14/2017	online	Hawaii State Tax Col...	-split-	W83009187-01	256.50	X		3,631.23
04/14/2017	2940	Palehua Ranch LLC	2000 - Accounts payable	Lease No. M01...	743.46	X		2,887.77
04/14/2017	2941	Salem Media Of Ha...	2000 - Accounts payable		1,570.68	X		1,317.09
04/14/2017			-split-	Deposit		X	590.00	1,907.09
04/15/2017			-split-	Deposit		X	9,845.64	11,752.73
04/16/2017	ACH	Hawaiian Electric Co...	2000 - Accounts payable		634.54	X		11,118.19
04/16/2017		QuickBooks Payroll ...	-split-	Created by Dir...	1.83	X		11,116.36
04/17/2017	ACH	Spectrum Business (...)	2000 - Accounts payable		465.04	X		10,651.32
04/17/2017		Douglas Koehn (EFT)	2000 - Accounts payable		855.00	X		9,796.32
04/18/2017		Paypal Transfer	1100 - Paypal			X	91.71	9,888.03
04/19/2017		QuickBooks Payroll ...	-split-	Created by Pay...	2,038.17	X		7,849.86
04/20/2017		Brent Keane	-split-	Direct Deposit		X		7,849.86
04/21/2017	E-pay	United States Treasury	2100 - Payroll Liabilities	27-0456717 Q...	42.00	X		7,807.86
04/21/2017			-split-	Deposit		X	1,494.00	9,301.86
04/24/2017	ACH	Hawaiian Electric Co...	2000 - Accounts payable		1,122.75	X		8,179.11
04/26/2017	E-pay	United States Treasury	-split-	27-0456717 Q...	525.66	X		7,653.45
04/26/2017		Paypal Transfer	1100 - Paypal			X	184.32	7,837.77
04/26/2017	2942	Kenneth K. P. Wong	2000 - Accounts payable		1,256.54	X		6,581.23
04/27/2017			-split-	Deposit		X	6,500.00	13,081.23
04/28/2017	online	Hawaii State Tax Col...	-split-	0007555814	15.13	X		13,066.10
04/28/2017	ACH	Hawaiian Telecom	2000 - Accounts payable		119.44	X		12,946.66
04/28/2017			-split-	Deposit		X	1,010.00	13,956.66
04/30/2017		QuickBooks Payroll ...	-split-	Created by Dir...	1.83	X		13,954.83

-END OF EXHIBIT "2"-

EXHIBIT "3"

List of KALO Employees

Brent Keane- General Manager

-END OF EXHIBIT "3"-