

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Agreement") is entered into this 31 day of May, 2018, by and between ALEXANDRA COMMUNICATIONS, INC., a Washington corporation ("Buyer") and STARLIGHT BROADCASTING, LLC, an Oregon Limited Liability Company ("Seller"). The parties hereto shall be known as the Parties in the plural or a Party in the singular.

WITNESSETH

WHEREAS, Seller is the licensee of the following radio broadcast stations (the "Stations") pursuant to authorizations issued by the Federal Communications Commission ("FCC" or "Commission"):

- (a) KSQB(FM), Burns, Oregon, Facility ID# 62264;
- (b) KYQT(AM), Burns, Oregon, Facility ID# 62265; and
- (c) K256DC, Burns, Oregon, Facility ID# 200955

WHEREAS, Buyer desires to acquire the Stations from Seller, specifically an assignment of the Stations' FCC licenses and any related FCC authorizations (collectively "FCC Authorizations") specified at Exhibit 1 hereto; and

WHEREAS, Seller and Buyer will not consummate the transaction represented hereby nor shall the FCC Authorizations be assigned until such time that the FCC has granted its consent and approval to the transaction represented herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree:

1. Purchase Price, and FCC Application:

- (a) The Purchase Price for the FCC Authorizations to be conveyed pursuant to this Agreement is Seventy Five Thousand Dollars (\$75,000.00) as further described at Exhibit 2 attached hereto.
- (b) The Parties shall cooperate and cause the filing of an FCC Assignment Application ("Assignment Application"), approval of which by the Commission ("FCC Approval") is a condition precedent to closing.
- (c) The Assignment Application shall be filed by the end of the tenth business day following execution of this Agreement.

2. Closing: The transaction represented herein shall consummate (the "Closing") (a) not sooner than five (5) days following FCC staff approval (the "Closing Date") or (b) at another time, place, and time mutually agreeable to the Parties. Such Closing shall be conditioned on the FCC grant having become a Final Order. "Final Order" means: an order of the FCC (including action duly taken by the FCC's staff, pursuant to delegated authority) which is not reversed, stayed, enjoined, or set aside, and with respect to which no timely request for stay, reconsideration, review,

rehearing, or notice of appeal or determination to reconsider or review is pending, and as to which the time for filing any such request, petition, or notice of appeal or for review by the FCC or a court of competent jurisdiction, and for any reconsideration, stay or setting aside by the FCC on its own motion or initiative, has expired.

3. Representations and Warranties of Seller. Seller represents and warrants to Buyer that:

(a) Organization and Standing. Seller is now and on the Closing Date shall be a Limited Liability Company, validly existing, and in good standing under the laws of the State of Oregon.

(b) Authorization. All necessary action to approve the execution, delivery, and performance of this Purchase Agreement and the consummation of the transaction represented herein has been taken by Seller, and this Agreement constitutes a valid and binding agreement of Seller enforceable in accordance with its terms.

(c) Authorizations. From the date hereof through the Closing Date, Seller is and will be the holder of the FCC Authorizations. The FCC Authorizations constitute all of the authorizations required for and/or used in the operation of the Stations as currently operated, and the FCC Authorizations are now and on the Closing Date will be in full force and effect.

(d) FCC Actions. Seller has received no notice and has no knowledge of any pending, issued, or outstanding order by or before the FCC, or threatened, any investigation, Order to Show Cause, Notice of Violation, Notice of Apparent Liability, Notice of Forfeiture, or material complaint against the Stations or Seller. In the event of the occurrence of any such action, or the filing or issuance of any such order, notice, or material complaint, or Seller's learning of the threat thereof, Seller shall notify Buyer of same in writing within ten (10) business days of such event and shall take all reasonable measures to contest in good faith or seek removal or rescission of such action, order, notice, or complaint.

(e) Operations. From the date hereof until the Closing Date, the Stations will be operated and maintained in compliance with the Communications Act of 1934, as amended, and the rules, regulations, policies, and procedures of the Commission. All maintenance performed with respect to the operation of the Stations and to any property related to the Stations has been done in a proper and workmanlike manner.

4. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that:

(a) Organization and Standing. Buyer is now and upon the Closing Date shall be a Limited Liability Company duly organized, validly existing, and in good standing under the laws of the State of Washington and licensed to do business in the State of Oregon.

(b) Authorization. All necessary action to approve the execution, delivery, and performance of this Agreement and the consummation of the transaction represented herein has been taken by Buyer, and this Agreement constitutes a valid and binding agreement of Buyer enforceable in accordance with its terms.

(c) Absence of Restrictions. No un-waived contract, agreement, or other instrument or condition exists or on the Closing Date will exist which restricts, limits, or in any manner affects any aspect of this Agreement or the transaction contemplated hereby. The execution, delivery, and performance of this Agreement and the transaction contemplated hereby by Buyer do not, and will not at Closing Date, conflict with or result in the termination or breach of any terms, condition, or provisions of, or constitute a default under any contract, lease, agreement, or other instrument or condition by which Buyer is bound, except from debt holders disclosed in Exhibit 3 hereto.

(d) Buyer's Qualifications. Buyer knows of no reason, circumstance, or condition existing, or reasonably to be anticipated, which would result in a finding by the FCC that it is not qualified legally, financially, or otherwise to be the licensee of the Stations, and Buyer will not take any action to permit any condition to exist which would disqualify Buyer from becoming such a licensee.

5. Termination Due to Breach.

(a) In the event of a material breach by Buyer of any term or condition of this Agreement or any representation or warranty contained herein which would render Buyer unable to perform its obligations under this Agreement, and the continuance of said breach without cure for a period of thirty (30) calendar days following written notice by Seller to Buyer, Seller may in its discretion terminate this Agreement without cost, penalty, or liability of any kind upon written notice to Buyer.

(b) In the event of a material breach by Seller prior to the Closing Date of any term or condition of this Agreement or any representation or warranty contained herein, and the continuance of said breach without cure for a period of thirty (30) calendar days following written notice by Buyer to Seller, Buyer may in its discretion terminate this Agreement without cost, penalty, or liability of any kind upon written notice to Seller, subject to Buyer's right to seek specific performance;

(c) Because the Authorizations to be transferred pursuant to the terms of this Agreement are unique and not readily available on the open market, either Party would be seriously damaged should the transaction represented herein not be consummated through no fault of its own but for reasons attributable to the offending Party. Accordingly, in the event of a default or breach of the terms of this Agreement by Seller, Buyer shall have the right to seek to enforce the terms of this Agreement by a decree of specific performance. This right shall not be exclusive of rights at law for damages to include without limitation the expenses associated with the transaction contemplated herein, and in the event of a default or breach of the terms of this Agreement by Buyer, Seller shall have the right to seek damages before any tribunal permitted to hear disputes regarding this Agreement pursuant to the Agreement's own terms.

6. Indemnification by Seller. Seller shall indemnify and hold Buyer harmless from and against (a) any and all damages, claims, losses, expenses, costs, obligations, and liabilities including, without limiting the generality of the foregoing, liabilities for reasonable attorney's fees and disbursements suffered, directly or indirectly, by Buyer by reason of, or arising out of any breach of representation or warranty made by Seller pursuant to this Agreement, (b) any failure by Seller to perform or fulfill any of its covenants or agreements set forth in this Agreement, (c) any failure by Seller to pay or perform when due any of the Retained Liabilities, or (d) any litigation,

proceeding or claim by any third party relating to the business or operations of the Station prior to the Closing Date if such potential third party claim was known to Seller at the time this Agreement became effective.

7. Indemnification by Buyer. Buyer shall indemnify and hold Seller harmless from and against (a) any and all damages, claims, losses, expenses, costs, obligations, and liabilities including, without limiting the generality of the foregoing, liabilities for reasonable attorneys' fees and disbursements suffered, directly or indirectly, by Seller by reason of, or arising out of any breach of representation or warranty made by Buyer pursuant to this Agreement, (b) any failure by Buyer to perform or fulfill any of its covenants or agreements set forth in this Agreement, or (c) any litigation, proceeding or claim by any third party relating to the business or operations of the Station after the Closing Date if such potential third party claim was known to Buyer at the time this Agreement became effective.

8. Bulk Sales Law. Buyer waives compliance by Seller with any Bulk Sales Law which may apply to this transaction, and Seller warrants and agrees to pay and discharge when due all claims of creditors which could be asserted against Buyer by reason of such non-compliance to the extent that such liabilities arise before the Closing and are not specifically assumed by Buyer under this Agreement.

9. Seller's Performance at Closing. On the Closing Date at the Closing Place, Seller shall execute and deliver or cause to be delivered to Buyer, in form and substance reasonably satisfactory to Buyer and its counsel:

(a) A Bill of Sale conveying to Buyer the tangible personal property listed in Schedule 9(a), hereto.

(b) One or more assignments assigning to Buyer the FCC Authorizations to be acquired by Buyer hereunder;

(c) An assignment assigning to Buyer any contracts, leases, or agreements to be assigned to Buyer hereunder together with necessary consents thereto and the original copies of said contracts, leases, agreements, and consents;

(d) A certificate of Seller stating:

(i) That all representations, warranties, and covenants of Seller as set forth in this Agreement and in the other instruments delivered by Seller are true and correct as of the date hereof and the Closing Date;

(ii) Seller has, in all material respects, performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Seller at or prior to the Closing Date; and

(iii) The FCC has granted its consent and approval to the Assignment Application and to the transaction represented herein;

(e) Such other assignments, bills of sale, or instruments of conveyance, certificates of officers, and other documents as reasonably may be requested by Buyer to consummate this Agreement and the transaction contemplated hereby.

10. Buyer's Performance at Closing. On the Closing Date at the Closing Place, Buyer shall execute and deliver or cause to be delivered to Seller, in form and substance reasonably satisfactory to Seller and its counsel:

(a) The Purchase Price;

(b) A certificate of Buyer stating:

(i) That all representations and warranties of Buyer as set forth in this Agreement or in any statement, certificate, exhibit or other document delivered pursuant to this Agreement by Buyer are true and correct in all material respects as of the date hereof and the Closing Date; and

(ii) Buyer has, in all material respects, performed and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by Buyer at or prior to the Closing Date;

(c) Certified copies of resolutions approved by the Buyer authorizing and approving the execution, delivery, and performance of this Purchase Agreement and the transactions contemplated hereby;

(d) Such other documents as reasonably may be requested by Seller to consummate this Purchase Agreement and the transaction contemplated hereby.

11. [Reserved].

12. Survival of Covenants, Representations and Warranties. All representations, warranties, covenants, and agreements contained in this Agreement shall survive the Closing Date.

13. Finders, Consultants and Brokers. The Parties hereto hereby represent and warrant to one another that there has been no finder, broker, or consultant involved in the negotiations leading up to the execution of this Agreement other than MCH Enterprises, Inc., which has represented Buyer.

14. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Purchase Agreement shall be in writing and shall be deemed duly given when

given personally or mailed by registered or certified mail, return receipt requested, postage prepaid, as follows:

(a) If to Seller:

Christopher Pruett, Manager
Starlight Broadcasting, LLC
138 East C Street
Burns, OR 97720
Phone: 541.573.3456
Email: starlightbroadcastingllc@gmail.com

With a copy which shall not constitute notice to:

Michael W. Richards
PO Box 5842
Takoma Park, MD 20913
Phone: 202.657.5780
Email: michael@michaelrichards.us

(b) If to Buyer:

Mr. Thomas Hodgins
45 Campbell Rd.
Walla Walla, WA 99362
509.527.1000
Email: tomh@kujam.com

With a copy which shall not constitute notice to:

Mark B. Denbo
Smithwick & Belendiuk, P.C.
5028 Wisconsin Avenue, N.W., Suite 300
Washington, DC 20016
Email: mdenbo@fccworld.com

or any other addresses as the Parties may from time to time designate in writing.

15. Assignability. This Agreement cannot be assigned without approval from the non-requesting party, which consent shall not be unreasonably withheld or delayed.

16. Confidentiality. The Parties agree to use their best efforts to keep confidential any and all information furnished to either of them by a party in the course of the negotiations and the business, technical, and legal reviews, except such information as may be available to the public or to the other party from another source not under an obligation of confidentiality. In this regard, the Parties agree to execute and be bound by such written confidentiality agreements as shall be reasonably requested by either Party.

17. Other Documents. The Parties shall execute and deliver on a timely basis all such further and additional documents as shall be convenient, necessary, or desirable to the implementation and consummation of this Agreement ("Other Documents").
18. Waiver. No waiver by a Party of any provision of this Agreement shall be considered a waiver of any other provision of any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law.
19. Exhibits. All exhibits attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if fully set forth therein.
20. Governing Law, Venue, Severability. This Option Agreement shall be governed for all purposes by the laws of the State of Oregon applicable to agreements executed and to be wholly performed in the State of Oregon with venue for dispute resolution and litigation in a court of competent jurisdiction in Harney County, Oregon. Nothing contained in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision contained in this Agreement and any present or future status or law, ordinance or regulation or judicial ruling or governmental decision with the force of law contrary to which the parties have no legal right to contract, the latter shall prevail, without invalidating or affecting the remaining provisions of this Option Agreement.
21. Entire Agreement. This Agreement (including the attached exhibits and schedules) shall constitute the full and entire understanding of the Parties with respect to the subject matter hereof, and any prior agreement or understanding concerning the same is hereby terminated and canceled in its entirety and is of no further force and effect.
22. Binding Effect. This Purchase Agreement is binding upon and shall inure to the benefit of the Parties hereto, their respective agents, representatives, officers, directors, shareholders, affiliates, assigns, heirs, and successors in interest.
23. Warranty of Signatories. Each of the persons signing this Agreement on behalf of an entity warrants and represents that he has the right power, legal capacity and authority to execute this Agreement on behalf of such entity, without the concurrence or approval of any other person, any entity or any Court, and to thereby bind such entity to this Agreement.
24. Headings. The headings of the Paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only and in no respect define, limit, or describe the scope of this Agreement or the intent of any Paragraph hereof.
25. Counterparts. This Agreement, Other Documents, or amendments thereto may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each fully executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument. The Parties' executed counterparts may be signed and exchanged by facsimile

transmission or delivered as electronically scanned documents, with the same legal effect as if the signatures had appeared in original handwriting on the same physical document.


26. Amendments. This Agreement may be amended by mutual consent of the Parties, but only by a written instrument duly signed by the Parties to the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment Agreement on the day and year first above written.

SELLER
STARLIGHT BROADCASTING, LLC

BY: _____
Christopher Pruett, Manager

BUYER
ALEXANDRA COMMUNICATIONS, INC.

BY: _____

Thomas D. Hodgins, President

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STARLIGHT BROADCASTING, LLC

BY: 

Christopher Puett, Manager

BUYER
ALEXANDRA COMMUNICATIONS, INC.

BY: _____
Thomas D. Hodgins, President

**EXHIBIT 1
FCC AUTHORIZATIONS**

FCC Authorizations:

1. KSQB (FM); Burns, Oregon
 Facility ID#: 62264
 License File: BLH-20130320ABT
 Engineering STA:
 BSTA-20170726AOV

2. KYQT-AM; Burns, Oregon
 Facility ID#: 62265
 License File: BL-20120113AEY
 Engineering STA:
 BLESTA-20170727AAR

3. K256DC; Burns, Oregon
 Facility ID#: 200955
 Construction Permit File Nos.: BNPFT-20171201ACF and BNPFT-20170726AKV

EXHIBIT 2
PURCHASE PRICE

The Purchase Price to be paid for the FCC Authorizations is Seventy Five Thousand Dollars (\$75,000.00) subject to adjustments

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At the Closing, Buyer shall forgive the obligations set forth in that certain Secured Promissory Note, executed as of May 31, 2018 by Seller (as “Maker” thereunder) (“Note”), and Buyer shall evidence such forgiveness by taking steps reasonably necessary to effectuate the cancellation of the Note.

CLAIMS

SCHEDULE 9(a)
TANGIBLE PERSONAL PROPERTY