

AGREEMENT OF SALE

Station KYMB-LD

This Agreement of Sale is entered into by and between Monterey Bay Television LLC ("Seller") and Cocola Broadcasting Companies LLC ("Buyer"), herein referred to collectively as the Parties. The Parties have entered into this Agreement as of the date accompanying the last signature subscribed below. The Parties intend themselves to be bound hereby, in consideration of the mutual promises and covenants set forth here, and each Party acknowledges the actual receipt and sufficiency of such consideration.

1. Recital. Seller has in effect a license from the Federal Communications Commission ("FCC") to operate KYMB-LD ("the Station"), at or near Monterey, CA. The Station is fully constructed, licensed, and on the air. Both Parties are closely held family enterprises, and the same natural person has a majority ownership interest in Seller and Buyer.

2. Sale. Seller agrees to sell and Buyer agrees to buy the Station, its license, and all assets used or useful in the operation of the station. No cash consideration has been promised nor will be paid. Buyer from time to time has advanced monies to pay certain operating expenses of Seller. Seller's agreement to sell is in exchange for the forgiveness of such debt. The Parties understand and agree that this Station sale is subject to prior FCC approval, and the Parties within five business days shall file with FCC seeking such approval and shall diligently and cooperatively prosecute such application. Buyer shall be responsible for any FCC filing fees that may be required, and the Parties separately shall bear their respective costs of FCC legal or engineering representation if any.

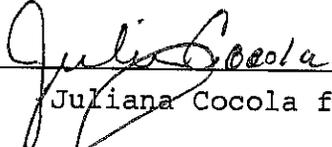
3. Inventory. The parties shall meet and discuss any issues as to what is, or is not included in this sale, covering such topics as (a) equipment; (b) contracts for programming, employees, or other services; (c) leases; (d) intangibles, trade names and miscellaneous. At the conclusion of this meeting and prior to executing this agreement, the parties shall reduce their understanding of all these matters to an Attachment A, listing all included items and, if necessary, Attachment B, listing items that need to be specifically excluded. Such Attachment(s) shall be initialed by the Parties and attached to this Agreement. Unless

otherwise stated in an Attachment, all continuing obligations such as rent and power shall be apportioned between Seller and Buyer as of the closing date. Buyer shall replace any utility, rent or other deposits that had been earlier made by Seller, no later than the closing, provided that it shall be Seller's responsibility to disclose these before any initialing of any Attachment.

4. Closing. The Station sale shall be consummated at a date to be specified by Buyer no less than five nor more than 40 days after FCC approval of sale to Buyer is given. Buyer shall deliver a satisfaction and release, covering such debts of Seller as are being discharged by the sale. Seller shall deliver an executed bill of sale and such other documents confirming the sale as Buyer may reasonably request.

5. Formalities. The Parties enter into this Agreement of Sale intending themselves to be bound hereby. This Agreement shall be construed and governed under the laws of the State of California. It may be executed in counterparts. Notice for purposes of this Agreement shall be in writing, by certified mail, return receipt requested, or by overnight courier with confirmation of delivery. A Party giving any notice also shall forward a copy of the noticed action to the other Party by FAX, which shall not constitute notice. If it becomes necessary for a Party to obtain enforcement or interpretation of this Agreement from a court, then the prevailing Party shall be entitled to its reasonable attorneys' fees, in addition to any other relief it receives.

Executed by the parties as of the dates indicated:



Juliana Cocola for "Seller" Dated: 3/7/16



Gary M. Cocola, for "Buyer" Dated: 3/7/16

ATTACHMENT A.
EQUIPMENT IN SALE

Superior 1kw Transmitter

Patriot Satellite Dish

Drake Satellite Receiver

QSI Image Inserter.

Antenna to be used in common with another facility of Seller's not part of this sale. Antenna to be leased to Buyer for as long as needed, for one dollar per year.

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