

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is effective as of April 20, 2016, by and between R & D Media Group, Inc. ("Seller") and Buckalew Media, Inc. ("Buyer").

### RECITALS

1. Seller holds a Construction Permit (the "Permit"), pursuant to authorizations issued by the Federal Communications Commission (the "FCC"), as set forth in Exhibit A hereto (the "Authorization");
2. Seller desires to assign and Buyer wishes to acquire the Permit for the price and on the terms and conditions set forth in this Agreement.

### AGREEMENTS

In consideration of the above recitals and of the mutual agreements and covenants contained in this Agreement, Buyer and Seller, intending to be bound legally, agree as follows:

1. Purchase Price. The purchase price for the Permit shall be three thousand, five hundred dollars (\$ 3,500.00). Buyer shall wire the three thousand, five hundred dollars (\$3,500.00) by Wednesday April 20, 2016. In addition, Buyer shall pay the FCC filing fee for the transfer of the Permit.
2. Assignment and Assumption. Buyer shall not assume any other obligations or liabilities of Seller.
3. Consummation. Seller shall file the required consummation notice with the FCC within two (2) days after the FCC Consent is granted.

### REPRESENTATIONS

1. Representations. All representations and warranties contained in this Agreement shall be deemed continuing representations and warranties and shall survive the closing for a period of twelve months. No notice or information delivered by Seller shall affect Buyer's right to rely on any representation or warranty made by Seller or relieve Seller of any obligations under this Agreement as the result of a breach of any of its representations and warranties.
2. Specific Performance. The parties recognize that if Seller breaches this Agreement and refuses to perform under the provisions of this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.
3. Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) sent by facsimile (with receipt personally confirmed by telephone), delivered by personal delivery, or sent by commercial delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows:

If to Seller:

Law Offices, Nathan W. Drage PC  
R & D Media Group, Inc.  
1465 South 700 West  
Salt Lake City, Utah 84104  
Telephone: (801) 326-0441