

BUY SELL AGREEMENT

This Agreement is made and executed on NOVEMBER 30, 2017, by, between and among HARRY W. DIXON and BONNIE L. DIXON, husband and wife as community property, and JOHN BURKAVAGE, an individual, (hereinafter collectively "the Shareholders") and BIG HORN MEDIA, INC. a Nevada corporation (hereinafter "the Company").

RECITALS

This Agreement is made with reference to the following facts:

1. The Shareholders desire that the stock remain closely held by Shareholders who will actively support and attend to the success of the Company and to protect the Company's management and control from persons not acceptable to all Shareholders; and to provide a ready market for the Company's stock with payment to the estate of a deceased Shareholder in the event of the death of a Shareholder.
2. The Shareholders desire to protect the management and control of the Company against intrusion by persons not active in the business of the Company or not acceptable to the Shareholders.
3. The ownership of shares of stock in the Company may change from time to time, and the Shareholders thus desire to make this Agreement applicable to any new shareholders not presently parties to this Agreement.
4. The shares of stock in the Company subject to this Agreement are all shares therein.
5. The parties hereto each have consented to the preparation of this Agreement by ALICIA G. JOHNSON, ESQ., JOHNSON LAW PRACTICE, PLLC, the Company's legal counsel.

AGREEMENT

For, and in the consideration, of the mutual promises of the parties set forth herein, it is hereby agreed as follows:

1. RESTRICTIONS ON SALE, OWNERSHIP AND USE OF SHARES.
 - A. Legend on Stock Certificates. No shares or portions thereof, nor any right, title or interest therein, shall be offered, transferred, pledged, encumbered, hypothecated or

otherwise disposed of except in accordance with the provisions of this Agreement. Upon the execution of this Agreement, each stock certificate representing shares subject to this Agreement shall be endorsed by the Company's Secretary with the following language:

"The shares represented by this certificate are subject to a Buy-Sell Agreement among all the Shareholders and the Company dated November 30, 2017. A copy of the Buy-Sell Agreement is available for inspection during normal business hours at the principal office of the Company. All the terms and provisions of the Buy-Sell Agreement are incorporated by this reference and made a part of this certificate."

Each Shareholder upon execution of this Agreement shall tender his or her share certificate to the Company to enable the secretary thereof to place the foregoing endorsement on each certificate.

B. Restrictions on Transfers. Shareholders hereby agree not to gift, transfer, assign, hypothecate, or in any way alienate any of the shares owned, or any right or interest in the Company, without first offering said interest to the Company and all Shareholders. The notice must name the percentage of interest to be transferred. For thirty (30) days following receipt of such notice by the Company, the Company shall have the option to purchase all of such offered shares for the price set forth in Article 2. If said option is not exercised by the Company within said thirty (30) day period, the remaining Shareholders shall have the next thirty (30) days after receipt of the notice to purchase said shares for the price set forth in Article 2. If more than one remaining Shareholder desires to purchase, they shall buy equal shares of the interest being sold. Within the applicable thirty (30) day option period, written notice must be given by the Company or any Shareholder desiring to purchase to the Shareholder selling. The purchase price shall be paid as provided in Article 3. If said option is not exercised by the Company nor remaining Shareholders within the applicable thirty (30) day periods, the Shareholder shall immediately give written notice to the Company and all of its Shareholders of the Shareholder's intention to seek a third party transferee. A transfer to a third party ("Transferee") in compliance with the Buy/Sell Agreement does not entitle the Transferee to participate in the management and affairs of the Company, nor will Transferee be entitled to the voting rights of the assigning Shareholder. Such Transferee is only entitled to receive, to the

extent assigned, the distributions to which the assigning Shareholder would otherwise be entitled. Only with unanimous consent of all Shareholders does a Transferee become a Shareholder with all attendant rights and obligations of a Shareholder.

C. Binding on All Transferees. All transferees of any interest in the shares shall be subject to all terms and conditions contained in this Agreement as if such transferees were parties hereto. This provision shall apply notwithstanding the absence from the certificate representing the shares transferred of the legend required by Article 1.

D. Permitted Transfers. Despite any provisions in this Agreement to the contrary, each Shareholder has the right to transfer his or her shares subject to this Agreement to a revocable trust for estate planning purposes. Any Trustee(s) acquiring shares under this Article 1(D) shall be bound by this Agreement with the same effect as if the Trustee were a party hereto, shall hold the shares or interest subject to the provisions of this Agreement, and shall make no further transfers except to the original transferor Shareholder. The Company shall not record or recognize any such transfer on the books of the Company until the Trustee has agreed in writing to be bound by this Agreement. A Trustee's failure or refusal to be bound by this Agreement shall not relieve the Trustee of any obligation or restriction under this Agreement, but shall mean that the Trustee's interest shall have no voting privileges as a result of the transfer. In addition, any shares so transferred shall be subject to redemption and/or purchase in the event of the death of the original transferor-Shareholder, as provided for herein as though said shares were owned at the time of any such event by such original transferor-Shareholder.

2. DETERMINATION OF FAIR VALUE OF SHARES.

A. Purchase Price Set by Agreement, Periodically Reviewed. Unless otherwise agreed to in writing by the parties hereto, the fair value per share of this Agreement shall be determined in accordance with the following:

(1) The value of a share shall be calculated in accordance with generally accepted accounting principles by the Company's certified public accountant, utilizing the adjusted book value method for the prior end preceding the date of the sale, times a multiple as deemed appropriate by the certified public accountant for the business, divided by the number of all issued and outstanding shares. "Book value" includes recognition of the following: accounts receivable less an allowance for bad debts; work-in-process at its billing date; accounts

payable and subconsultants payable; current and deferred taxes payable; and any other assets or liabilities that are appropriately recognized in accordance with generally accepted accounting principles.

(2) There shall be no goodwill and going concern value added.

(3) In the event the purchase price of a share shall be determined to be zero or a negative amount, the shares shall be conveyed forthwith, without further consideration.

(4) If the Company owns a license with the FCC, such license shall be valued at its appraised value.

(5) Upon any change in the number of issued and outstanding shares during the course of a fiscal year, the Company shall recompute the fair value per share. Fair value shall be the book value defined in Section 2.1(a), adjusted upward by the amount of capital contributed to equity or downward for redemption of shares. Fair value per share shall be determined as to the new balance of shares resulting from any such issuance of new shares or redemption of outstanding shares, and said fair value per share shall be in effect for the remainder of the then-current fiscal year of the Company.

(6) In the event of a dispute between or among all or any parties to this Agreement on the methods of accounting for determining book value, the shareholder or the Company may, at the shareholder's or the Company's sole expense, as the case may be, hire an independent qualified appraiser who has at least five (5) years' experience in business valuations and appraisals. The purchase price shall then be the average between the value determined by the CPA and the value determined by the independent qualified appraiser. The Company and shareholder will share equally the cost of CPA's determination of fair market value.

(7) The Board of Directors shall periodically review the effectiveness of the method prescribed by this Article 2(A) for determining fair value. If the board considers that the method should be changed, it shall report to the Shareholders and recommend the changes considered desirable. Any such change proposed by the board shall take effect upon the approval by the owners of two-thirds (2/3) of the outstanding shares subject to this Agreement.

B. Cost of Determination. The Company shall pay the accountant's expenses in determining the valuation under this Article.

C. Binding Nature of Determination. The value of the shares computed

according to this Article is binding on all persons.

3. TRANSFER ON SHAREHOLDER'S DEATH OR DISABILITY.

A. Purchase by Surviving Shareholder. For purposes of Articles 3, a Transferor-Shareholder who conveyed to a revocable living trust pursuant to Article 1(D) shall be construed as a Shareholder. Within ninety (90) days after the death or disability of any Shareholder, the remaining Shareholders shall purchase from the deceased or disabled Shareholder's estate all the shares owned by the deceased or disabled Shareholder for the purchase price determined pursuant to the provisions of Article 2, above.

(1) Method of Payment of Purchase Price. The purchase price shall be paid by twenty-five percent (25%) down with the balance paid in forty-eight (48) consecutive monthly payments, beginning three (3) months after the down payment. Simple interest will be charged on the outstanding principal balance at the annual rate of seven percent (7%). The unpaid balance of the purchase price shall be evidenced by a negotiable promissory note, which shall be delivered to the payee. The note shall provide that in the event of default in payment of principal, the note will become due and payable immediately. The purchaser may prepay the note in whole or in part at any time without penalty. The note will be secured by the shares.

(2) The Company may elect to purchase life insurance and/or disability insurance for each of the Shareholders and pay for the shares from the proceeds of said life insurance and/or disability policy.

B. Deceased or Disabled Shareholder's Estate Defined. The term "deceased or disabled Shareholder's estate" as used in this Article means:

(1) The duly appointed and qualified personal representative or guardian of the deceased or disabled Shareholder's estate;

(2) Any other person who may, because of the existence of a living trust or community property or other law of any jurisdiction, acquire without formal probate proceedings any right, title, or interest in or to the shares of the decedent in the Company by reason of the decedent's death.

C. Definition of Disability. A Shareholder shall be deemed to have incurred a Disability if, by reason of any physical or mental condition, the Shareholder is unable to participate significantly in the business and internal affairs of the Company for ninety (90)

consecutive days.

D. Death of Shareholder's Spouse. The death of a Shareholder's spouse who has never been active in or devoted their full working time to the business of the Company shall not be considered the death of a Shareholder for purposes of this Article requiring the purchase by the surviving Shareholders.

E. Costs of Transfer of Shares. The deceased or disabled Shareholder's estate, not the Company, shall pay all costs and filing fees required to secure any court orders, court decrees, court approvals, and tax clearances required to enable the deceased or disabled Shareholder's estate to transfer full legal and equitable tax-free title to the deceased or disabled Shareholder's shares.

F. Delivery and Endorsement of Certificate of shares. Concurrently with payment in full of the consideration, the deceased or disabled Shareholder's estate, or the personal representative or guardian of the deceased or disabled Shareholder, shall properly endorse any certificates representing the shares for transfer to the purchasing Shareholders and shall deliver them to said purchasers.

4. SPOUSAL AGREEMENT.

A. The respective spouses of the Shareholders, as evidenced by their signatures to this Agreement or any duplicate-original hereof, agree to comply with, and be bound by, all the terms and conditions hereof. Each of said spouses further agrees that, in the event the shares subject to this Agreement are community property of the spouse and the Shareholder, the following provisions apply:

(1) If the record Shareholder should die, the spouse of that Shareholder agrees to sell, and the Company and the Shareholders agree to buy, the spouse's interest in the shares in accordance with the terms of this Agreement at the same time and in the same manner as the deceased's interest is sold and purchased.

(2) If the spouse should die, and the spouse's interest in the stock is not inherited by the record Shareholder, the record Shareholder shall have the right to buy the spouse's interest in the shares. If the record Shareholder does not exercise that right, the estate of the spouse agrees to sell, and the Company agrees to buy, the spouse's interest in the shares in accordance with the terms of payment set forth in Section 3.1(a) of this Agreement.

(3) If the marriage of the record Shareholder to the spouse should be dissolved, the spouse and the record Shareholder hereby agree that the interest of the spouse in the shares shall be distributed to the record Shareholder as part of the distribution of property in said dissolution proceedings.

5. TERMINATION OF AGREEMENT

A. Events Causing Termination. This Agreement shall terminate on any of the following:

- (1) The written consent of all parties to the Agreement;
- (2) The dissolution, bankruptcy, or insolvency of the Company; or
- (3) One Shareholder becoming the owner of all the Company's shares.

B. Five Year Buy Out. After a period of five years following execution of this Agreement, and upon 90 days written notice prior to the expiration of said period, HARRY W. DIXON and BONNIE L. DIXON may elect to purchase the shares of JOHN BURKAVAGE at the price per share calculated pursuant to Article 2, above, so long as HARRY W. DIXON and BONNIE L. DIXON are not in breach of this Agreement. Alternatively, upon like notice, HARRY W. DIXON and BONNIE L. DIXON may elect to sell their shares back to the Company at the price per share calculated pursuant to Article 2, above. Payment of the purchase price in either event shall be made by the purchasing party pursuant to Article 3, Paragraph A(1) with the shares securing the promissory note.

6. MISCELLANEOUS PROVISIONS

A. Necessary Acts. All parties to this Agreement shall perform any acts, including executing any documents, that may be reasonably necessary to fully carry out the provisions and intent of this Agreement.

B. Obtaining Required Approvals. The Company agrees to promptly and in good faith apply for any governmental or administrative approvals required in connection with the sale or purchase of its shares in accordance with this Agreement. Concurrently, the Shareholders agree to cooperate and to execute any documents needed to obtain these approvals. Following the death of any Shareholder, the decedent's personal representative shall promptly obtain any required court approval or confirmation of the sale of the deceased Shareholder's shares as provided in this Agreement; and the surviving Shareholders shall promptly file all

necessary documentation and collect the insurance proceeds of any outstanding insurance policies owned by the surviving Shareholders on the life of the deceased Shareholder.

C. Amendments. This Agreement may be amended only by written consent of all parties to the Agreement.

D. Notices. All notices, demands, requests, or other communications required or permitted by this Agreement shall be in writing and shall be deemed duly served when personally delivered to the party or to an officer or agent of the party, or when deposited in the United States mail, first-class postage prepaid, addressed to the Company at the address of the Company's principal office, or to a Shareholder at the address appearing for him on the books and records of the Company, or at any other address the party may designate by written notice to the others.

E. Attorneys' Fees. In the event of any dispute concerning this Agreement between the parties to this Agreement, or the parties to this Agreement and the estate of any deceased Shareholder, the prevailing party shall be entitled, in addition to any other relief that may be granted, to reasonable attorneys' fees and costs.

F. Binding on Successors and Assigns. This Agreement shall be binding on the parties to the Agreement, and on each of their heirs, executors, administrators, successors, and assigns.

G. Severability. If any provision is unenforceable or invalid for any reason, the remaining provisions shall be unaffected by such a holding.

H. Governing Law. This Agreement shall be construed according to and governed by the laws of the state of Nevada.

I. Sole Agreement. This instrument constitutes the only Agreement of the parties regarding the sale and purchase of their shares in the Company, and correctly sets forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations concerning the Agreement's subject matter not expressly set forth in this Agreement are of no force or effect.

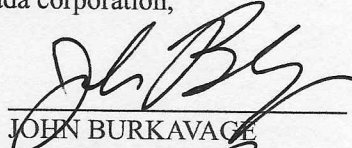
J. Agreement Available for Inspection. An original copy of this Agreement duly executed by the Company and by each of the Shareholders shall be delivered to the Company and maintained at the principal office of the Company available for inspection by any

person requesting to see it.

Executed NOVEMBER 30TH, 2017, at RENO, Nevada.

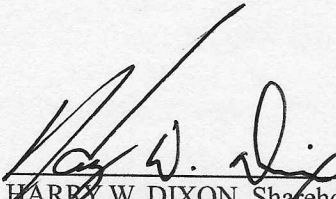
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a Nevada corporation,

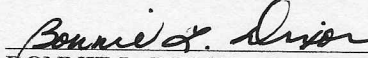
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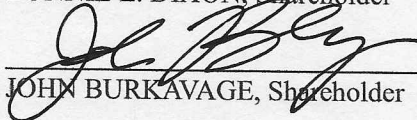

JOHN BURKAVAGE

By:


JOHN BURKAVAGE, Secretary


HARRY W. DIXON, Shareholder


BONNIE L. DIXON, Shareholder


JOHN BURKAVAGE, Shareholder