

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("**Agreement**") is made this 13 day of July, 2017, by and among Creek Broadcasting Corp. ("**Creek**"), Sandy Mahoney ("**Mahoney**" and, together with Creek, "**Seller**") and Air-Free Wireless, Inc. ("**Buyer**").

Background

A. Mahoney is the sole officer, director and shareholder of Creek, which in turn, holds the license issued by the Federal Communications Commission (the "**FCC**") for AM Station KTMP (FCC Facility ID No. 14478), licensed to Heber City, Utah. (the "**Station**").

B. Buyer desires to purchase from Seller substantially all of the assets used or held for use in the operation of the Station (the "**Station Assets**"), as more particularly described below in this Agreement, upon the terms and conditions set forth herein.

C. Seller desires to sell the Station Assets to Buyer upon such terms and subject to such conditions; and,

Now therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. **Assignment and Sale.** Seller agrees to convey, transfer, sell and assign to Buyer at the Closing (as defined in Section 4) all of Seller's right, title and interest in and to the Station Assets identified in Schedule 1 hereto, free and clear of all liens, mortgages, pledges, covenants, easements, restrictions, encroachments, leases, charges or other claims or encumbrances of any nature whatsoever ("**Liens**").

2. **Consideration.** The purchase price for the Station Assets shall be One Hundred Twenty-Five Thousand Dollars (\$125,000.00) (the "**Purchase Price**"), which shall be payable as follows:

(a) Within two (2) business days after the execution of this Agreement by all parties, Buyer will deliver to Attorney Aaron Gabrielson ("**Escrow Agent**") a check made payable to Seller in the sum of Seven Thousand Five Hundred Dollars (\$7,500.00) (the "**Deposit Check**"), and, subject to the provisions of Section 7 of this Agreement, the Escrow Agent shall hold the check until August 7, 2017, and upon receiving a further written directive from the Parties on that date, the Escrow Agent shall deliver the Deposit Check to Seller. The amount of the Deposit Check shall be credited toward the Purchase Price; and

(b) On the Closing Date described in Section 4 below, Buyer shall pay Seller the balance of the Purchase Price by check in the amount of One Hundred Seventeen Thousand Five Hundred Dollars (\$117,500).

3. **FCC Consent.** Within three (3) business days after the execution of this Agreement, the Parties shall file an application for FCC consent to the assignment of the FCC

License from Seller to Buyer (the “*Assignment Application*”). Each Party will be responsible for its own costs relating to the preparation of the Assignment Application, and the FCC filing fee for the Assignment Application will be shared equally by them.

4. **Closing; Closing Deliveries.** Subject to the provisions of Sections 6 and 7 of this Agreement, Buyer and Seller agree to consummate the transaction contemplated by this Agreement at a closing (the “*Closing*”) which will take place on a date set by Buyer that is (i) no earlier than five (5) business days after the FCC’s action granting the Assignment Application (the “*FCC Consent*”) is publicized in an FCC public notice and (ii) no later than five (5) business days after the FCC Consent becomes Final (the “*Closing Date*”). For purposes of this Agreement, the term “*Final*” shall mean that the FCC Consent shall not have been reversed, stayed, enjoined, set aside, annulled or suspended, and the time for filing any request for stay, petition for rehearing or appeal or for the FCC to set aside the FCC Consent on its own motion (whether upon reconsideration or otherwise) has expired. At the Closing, Seller and Buyer will execute and deliver an Assignment and Assumption of FCC License, a Bill of Sale for Station Assets, and an Assignment of the Station’s tower site lease with the United States Bureau of Reclamation. Each party will also execute any other documents reasonably requested by the other necessary to consummate the transaction contemplated by this Agreement.

5. **Representations and Warranties.**

Each Party represents and warrants to the other that: (i) it has the full right and legal authority to execute and deliver this Agreement, perform its obligations hereunder and consummate the transactions contemplated hereby; (ii) this Agreement, upon execution, shall be legally binding upon it and enforceable against it in accordance with its terms; (iii) the execution, delivery and performance of this Agreement do not require the consent of any third party and will not violate any judgment, order, decree, injunction, rule, regulation or ruling of any governmental authority to which the Party is bound; and (iv) this Agreement will not conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any agreement, judgment, order or decree to which the Party is subject.

Seller represents and warrants to Buyer that the Station Assets identified on Schedule 1 include all items of equipment that are used in the operation of the Station. Seller has good and marketable title to the Station Assets, free and clear of all Liens.

6. **Conditions Precedent to Closing.**

Each Party’s performance of its obligations hereunder is subject to the satisfaction of the following conditions precedent:

- (i) Each Party shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with prior to or as of the Closing Date;
- (ii) The representations and warranties of the Parties set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;
- (iii) The FCC Consent contemplated by this Agreement shall have been obtained;

- (iv) No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered, against either Party which: (A) would render it unlawful, as of the Closing Date, to effect the transaction contemplated by this Agreement in accordance with its terms; (B) questions the validity or legality of the transaction contemplated hereby; or (C) seeks to enjoin the transaction contemplated hereby;
- (v) There shall be no Liens on the Station Assets or any financing statements of record affecting the Station Assets; and
- (vi) There shall be no impediment to Seller assigning its rights under the Station's tower site lease to Buyer at Closing.

If all of the foregoing conditions to Closing do not occur within 12 months after the date on which the Assignment Application is filed with the FCC, either Party may terminate this Agreement upon ten (10) days written notice to the other.

7. Condition Precedent to Buyer's Obligation to Close.

In addition to the conditions set forth in Section 6, Buyer's performance of its obligations hereunder is subject to the satisfaction of the following conditions precedent: Seller shall have cooperated with Buyer to file, at Buyer's sole expense, an application with the FCC for a construction permit for a new FM translator station to rebroadcast the Station's signal (the "**Translator Application**"), with the filing of the Translator Application to have been made during a special filing "window" for licensees of Class C and Class D AM radio stations, opening July 26, 2017, and closing August 2, 2017 (the "**Filing Window**"). After the Translator Application is filed with the FCC and until Closing, Seller shall cooperate with Buyer by timely filing, at Buyer's sole cost, any amendment to the Translator Application or other additional information required by the FCC in connection with the Translator Application.

If Seller does not file the Translator Application with the FCC during the Filing Window through no fault of Buyer, or if Seller does not cooperate with Buyer in the filing of any amendment to the Translator Application or additional related information requested by the FCC, Buyer shall have the right to terminate this Agreement by written notice to Seller. If Buyer terminates this Agreement because the Translator Application was not filed during the Filing Window, Buyer shall notify Seller and Escrow Agent in writing of such termination no later than August 4, 2017, and the Deposit Check held by Escrow Agent pursuant to Section 2(a) of this Agreement shall then be returned to Buyer, and the Assignment Application shall be withdrawn from pending status at the FCC. If subsequent to August 7, 2017, Buyer terminates this Agreement because Seller has not cooperated in the filing of any amendment to the Translator Application or additional related information requested by the FCC, upon the receipt of a written notice of termination from Buyer, Seller shall reimburse Buyer the amount of the Deposit Check, and the Assignment Application, if still pending before the FCC, shall be withdrawn.

8. **Termination.** In addition to the provisions for termination of this Agreement set forth in Sections 6 and 7 above, this Agreement may be terminated at any time prior to the Closing:

- (a) By the mutual consent of the Parties hereto; or,

(b) By either of the Parties if the FCC denies the Assignment Application, provided that the FCC denial is not attributable to the action or non-action of the Party seeking termination.

9. **Buyer's Remedies; Specific Performance.** In the event that Seller fails to consummate the transactions contemplated by this Agreement for any reason, and provided that Buyer is not in material breach of a material term of this Agreement, Buyer shall be entitled to pursue any remedy available to Buyer in a court of competent jurisdiction, including injunctive or other relief to specifically enforce Seller's performance under this Agreement. Seller agrees to waive any defense in any suit for specific performance that Buyer has an adequate remedy at law.

10. **Seller's Liquidated Damages Remedy.** In the event that Buyer refuses to consummate the transactions contemplated by this Agreement for any reason other than by exercising its right to terminate under Sections 6, 7 or 8, Seller shall be entitled to retain the Deposit (\$7,500) as liquidated damages. The parties acknowledge and agree that the Liquidated Damages amount is not a penalty and is reasonable in light of substantial but indeterminate harm anticipated to be caused by Buyer's breach and failure to close under the terms of this Agreement. The parties further acknowledge and agree that the amount of actual loss caused by Buyer's breach of this Agreement is incapable of precise estimation and that Seller would not have a convenient and adequate alternative to liquidated damages hereunder.

11. **Cooperation.** The Parties will cooperate fully with each other in fulfilling their respective obligations under this Agreement, including using their respective best efforts to obtain the required FCC Consent and prosecute the Translator Application, provided that such prosecution shall be at Buyer's sole expense.

12. **Assignment and Binding Effect.** Neither Party may assign this Agreement without the prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

13. **Governing Law.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Utah, without regard to the choice of law provisions thereof.

14. **Notices.** Any and all notices, requests, demands and other communications permitted or required hereunder shall be in writing and shall be deemed given, on receipt if personally delivered, sent by overnight delivery or by e-mail, or five (5) business days after mailing if mailed, postage prepaid, certified or registered, return receipt requested, to the parties as follows, or at such other addresses as they may indicate by written notice given herein provided:

If to Seller, to: Creek Broadcasting Corp.
c/o Sandy Mahoney

If to Buyer, to: Air-Free Wireless, Inc.
 P.O. Box 393
 Ephraim, UT84627
 Attention: Troy Shelley

15. **Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

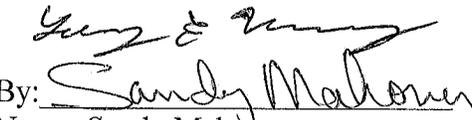
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first written above.

SELLER:



SANDY MAHONEY

CREEK BROADCASTING CORP.


By: _____
Name: Sandy Mahoney
Title: Sec Treasurer

BUYER:

AIR-FREE WIRELESS, INC.

By: 

Name: Troy Shelley
Title: President

Schedule 1

Station Assets

Equipment:

- Armstrong 1 kw AM Solid State Transmitter
- Inovonics MAP-11 Audio Processor
- Marti RPT-30 RPU Transmitter & Receiver
- Audio Arts D-16 Audio Console
- Denon C.D. Player
- 3 Microphones, mic booms & cables
- TFT EAS 911 Equipment
- Dell Precision 490 Computer/Monitor/Keyboard
- Computers
- Copy machine
- BE 4R50 Audio Mixer (Xmtr. Site)
- General Radio AM Modulation Monitor
- Gates Equipment
- Remote Control Equipment
- Equipment racks (Xmtr. Site)
- Transmitter Building
- ATU (Antenna Tuning Unit)
- 150 foot guyed Tower
- Swamp Cooler (Xmtr. Building)
- Scala STL Antenna
- Associated test and monitor equipment (Xmtr. Building)
- Spare parts and accessories

FCC Authorizations/Applications:

- FCC Call sign KTMP
- License for KTMP (FCC File No. BL-19811120AF)
- Application for new FM Translator to rebroadcast KTMP (or Construction Permit for FM Translator, if granted)

Contracts/Agreements to be Assumed:

- Tower Site Lease with the US Dept. of Interior, Bureau of Reclamation together with the application to transfer.

Other Station Assets:

- KTMP Public Inspection Files
- KTMP Station Logs
- Files, data, software, equipment manuals and warranties, documents, records, engineering data related to the operation of KTMP
- Customer contact information and spending/pay history
- Employee wage information

DIRECTIVE

July 12, 2017

This directive is the agreement to hold the earnest money for Sandy Mahoney until the terms of the Asset Purchase Agreement have been accomplished.

When the release is acceptable, this agreement will be delivered to Aaron Gabrielson with all signatures, and Aaron will then be authorized to release the funds.

Should this agreement not be completed by the terms of the APA, the earnest money will be returned to Airfree Wireless.

All documentation in the APA shall remain confidential for a period of 24 months.

Aaron Gabrielson _____

Sandy Mahoney  _____

Troy Shelley  _____