

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of June 30, 2017, by and between **SHAMROCK COMMUNICATIONS, INC.**, a Pennsylvania corporation ("Seller"), and Big Horn Media, Inc. a Nevada corporation ("Buyer").

RECITALS

WHEREAS, Seller is the licensee of radio station KRZQ(FM), Fallon, Nevada (FCC Facility ID No. 165338) (the "Station") pursuant to authorizations issued by the Federal Communications Commission ("FCC");

WHEREAS, Seller desires to sell and Buyer desires to purchase certain of the assets owned or leased by Seller which have been used in the operation of the Station; and

WHEREAS, concurrently with the execution of this Agreement, Seller and Buyer are entering into a Local Programming and Marketing Agreement ("LMA") in the form attached hereto as Exhibit A pursuant to which Buyer will provide programming to the Station.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, the parties hereto agree as follows:

AGREEMENT

1. Assets and Liabilities.

a. Subject to the terms and conditions set forth in this Agreement, Seller shall sell, assign and transfer to Buyer, and Buyer shall purchase, assume and accept from Seller, the assets described below (the "Assets"):

i. All licenses, permits, special temporary authorizations and other authorizations issued by the FCC for the construction and operation of the Station (the "FCC Authorizations") and any pending applications relating thereto, as described on Schedule 1 hereto;

ii. Certain of Seller's equipment that has been used in the operation of the Station (the "Equipment"), as described on Schedule 2 hereto;

iii. All of Seller's right, title and interest in and to the tower site lease for the Station and for the VPN/booster site lease (the "Leases"), as described on Schedule 3 hereto.

iv. The contracts of Seller relating to the Station listed on Schedule 4 hereto (the "Assumed Contracts").

v. The Station's public inspection file, filings with the FCC relating to the Stations, and technical information and engineering data relating to the Station.

vi. All accounts receivable of the Station and advertising contracts existing as of the date of commencement of the LMA, net of associated accrued talent fees listed on Schedule 5 hereto (the "Accrued Talent Fees").

vii. The Station's call letters, internet domain names and associated websites, programming materials and other intangible property relating to the Station.

b. Except for the Assets specifically described in Section 1.a above, no other assets of Seller are to be sold or assigned hereunder to Buyer and all other assets are excluded from this Agreement including but not limited to cash on hand and equipment related to stations KWNZ, KNEZ and KZTI.

c. Buyer is not hiring any employees of Seller or the Station and Buyer is not assuming any liabilities or obligations of Seller to any of its employees for wages, salaries, accrued sick or vacation pay or under any employee benefit plan or arrangement.

d. Except as specifically provided herein, Buyer shall not assume, and Seller expressly agrees that Buyer shall not assume, any liabilities or obligations of Seller of any nature and Buyer shall not be responsible in any manner to pay, perform or discharge any liabilities or obligations of Seller including but not limited to all accounts payable and all encumbrances on the Station Assets.

2. Purchase Price; Deposit; Proration; Allocation.

a. The purchase price to be paid for the Assets will be Two Hundred Thousand Dollars (\$200,000) (the "Purchase Price") payable in the manner described below and subject to the conditions set forth herein.

i. Upon execution of this Agreement, Buyer will deliver to MVP Capital (the "Escrow Agent") the sum of Twenty Thousand Dollars (\$20,000) to be held as an earnest money deposit (the "Escrow Deposit") pursuant to an Escrow Agreement (the "Escrow Agreement") of even date herewith. The Escrow Deposit shall be paid to Seller as partial payment of the payment due at Closing to Seller, or shall otherwise be made available to Seller or released to Buyer in accordance with the provisions of this Agreement.

ii. At Closing, Buyer shall pay Seller the sum of One Hundred Thousand Dollars (\$100,000) (the "Closing Payment"), less the amount of the Escrow Deposit, subject to the prorations set forth in Section 2(b) below.

iii. At Closing, Buyer shall deliver to Seller a promissory note substantially in the form attached hereto as Exhibit B (the “Note”) in the principal amount of One Hundred Thousand Dollars (\$100,000). The loan evidenced by the Note shall bear interest at the rate of four percent (4%) and shall be paid in full one (1) year after Closing. The Note shall be personally guaranteed by John Burkavage.

iv. To secure Buyer’s payment obligations, Buyer shall execute and deliver to Seller on the Closing Date a Security Agreement substantially in the form attached hereto as Exhibit C (the “Security Agreement”) and a Stock Pledge Agreement substantially in the form attached hereto as Exhibit D (the “Pledge Agreement”).

b. Except as provided in the LMA, the parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued or payable, as of 11:59 P.M. local time on the day preceding the Closing. The items to be prorated include, but not be limited to, power and utilities charges, FCC regulatory fees, personal property taxes, security deposits, and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within forty-five (45) days after the Closing Date.

c. Buyer and Seller shall negotiate in good faith an allocation of the Purchase Price to the assets acquired hereunder in a manner which complies with Section 1060 of the Internal Revenue Code of 1986, as amended, prior to Closing.

3. **FCC Consent; Assignment Application.** Upon a date no later than ten (10) business days after the execution of this Agreement, Buyer and Seller shall execute, file and prosecute an application with the FCC (the “Assignment Application”) requesting its consent to the assignment, from Seller to Buyer, of the FCC Authorizations (the “FCC Consent”). Buyer and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consent without delay, and to promptly consummate this Agreement in full. The FCC filing fees relating to the Assignment Application shall be shared equally by Buyer and Seller.

4. **Closing Date; Closing Place.** The closing (the “Closing”) of the transactions contemplated by this Agreement shall occur on a date (the “Closing Date”) to be agreed upon by Buyer and Seller, which shall be no later than ten (10) days after the FCC Consent has been granted and such staff grant has appeared in the FCC’s Public Notices and the other conditions to Closing set forth in Sections 7 and 8 have either been waived or satisfied. The Closing shall take place remotely by facsimile and/or email, or in such other manner and at such other place as Buyer and Seller may agree in writing.

5. **Seller’s Representations and Warranties.** Seller represents and warrants to Buyer as follow:

a. Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Pennsylvania and Seller is qualified to do business in the State of Nevada.

b. Seller has full power and authority to sell, transfer, assign, and convey the Assets, and to execute, deliver and perform this Agreement. The execution and delivery of this Agreement and the consummation of the sale of the Assets have been duly and validly approved and authorized by Seller.

c. Seller will transfer the Assets to Buyer free of all liens, claims or encumbrances on the Closing Date.

d. The FCC Authorizations are validly held by Seller, are in good standing and are in full force and effect. Seller has operated the Station in material compliance with all rules and policies of the FCC and in compliance with the FCC Authorizations. Seller holds all the licenses, permits and authorizations necessary to operate the Station and business as it is currently operated. There is no outstanding notice of apparent liability, forfeiture order, or any other sanction against the Station or Seller relating to the Station issued by the FCC. To the knowledge of the Seller, no investigation by the FCC with respect to the Station is pending, nor has the FCC indicated to the Seller in writing an intention to conduct any such investigation. All material reports and filings required to be filed with the FCC by the Station have been timely filed and are accurate and complete in all material respects and all regulatory fees have been timely paid.

6. **Buyers Representations and Warranties.** Buyer represents and warrants to Seller as follows:

a. Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of [Nevada] and Buyer is qualified to do business in the State of Nevada.

b. Buyer has full power and authority under its organizational documents to carry out the provisions of this Agreement. The execution and delivery of this Agreement and the consummation of the purchase of the Assets provided for herein have been duly and validly authorized by Buyer.

7. **Conditions Precedent to Buyer's Obligation to Close.** Buyer shall not be obligated to proceed to Closing unless and until the following conditions have been met:

a. The FCC Consent shall have been issued and shall be effective provided that Buyer shall not be obligated to close until the FCC Consent has become a final order in the event that any petition to deny or other objection is filed against the Assignment Application;

b. The representations and warranties of Seller 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;

c. Seller shall have performed and complied with all of the agreements, obligations and conditions required by this Agreement to be performed or complied with by Seller, prior to or as of the Closing Date; and

d. Any required landlord consents to the assignment of the Leases shall have been obtained.

8. **Conditions Precedent to Seller's Obligations to Close.** Seller shall not be obligated to proceed to Closing unless and until the following conditions have been met:

a. The FCC Consent shall have been issued and shall be effective;

b. The representations and warranties of Buyer 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; and

c. Buyer shall have performed and complied with all the agreements, obligations, and conditions required by this Agreement to be performed or complied with by Buyer, prior to or as of the Closing Date.

9. **Seller's Performance at Closing.** At the Closing, Seller shall deliver to Buyer:

a. An Assignment and Assumption of FCC Authorizations sufficient to assign the FCC Authorizations to Buyer (the "Assignment and Assumption of FCC Authorizations");

b. A Bill of Sale sufficient to sell, convey, transfer and assign the Equipment to Buyer (the "Bill of Sale");

c. An Assignment and Assumption of the Leases sufficient to assign the Leases to Buyer (the "Lease Assignment");

d. An Assignment and Assumption of Assumed Contracts sufficient to assign the Assumed Contracts to Buyer (the "Contract Assignment"); and

e. Such other assignments, bills of sale and further instruments of conveyance as Buyer may reasonably require in order to effectuate the assignment from Seller to Buyer of the Assets free and clear of all liens, claims and encumbrances.

10. **Buyer's Performance at Closing.** At the Closing, the Buyer shall deliver to Seller:

- a. The Closing Payment, as adjusted pursuant to Section 2.b;
- b. The Note;
- c. The Security Agreement;
- d. The Pledge Agreement;
- e. The Assignment and Assumption of FCC Authorization;
- f. The Bill of Sale;
- g. The Lease Assignment; and
- h. The Contract Assignment.

11. **Indemnifications by Seller.** Seller shall indemnify and hold harmless Buyer against and in respect of:

a. Any and all liabilities, obligations, claims and demands arising out of the ownership or operation of the Station prior to the Closing Date (subject to the LMA), any breach by Seller of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Seller herein.

b. Should any claim covered by the foregoing indemnity be asserted against Buyer, Buyer shall notify Seller promptly and give Seller any opportunity to defend the same, and Buyer shall extend reasonable cooperation to Seller in connection with such defense. In the event the Seller fails to defend the same within a reasonable time, Buyer shall be entitled to assume, but need not assume, the defense thereof and Seller shall be liable to repay Buyer for all damages suffered by Buyer and all of its expenses reasonably incurred in connection with such defense, including, but not limited to, reasonable attorney's fees and settlement payments.

12. **Indemnification by Buyer.** Buyer shall indemnify and hold harmless Seller against and in respect of:

a. Any and all liabilities, obligations, claims and demands arising out of the ownership or operation of the Station after the Closing Date, or any breach by Buyer of this Agreement, or any inaccuracy in or breach of any representation, warranty, or covenant made by Buyer herein.

b. Should any claim covered by the foregoing indemnity be asserted against the Seller, Seller shall notify Buyer promptly and give Buyer an opportunity to defend the same,

and Seller shall extend reasonable cooperation to Buyer in connection with such defense. In the event Buyer fails to defend the same within a reasonable time, Seller shall be entitled to assume, but need not assume, the defense thereof, and Buyer shall be liable to repay Seller for all damages suffered by Seller and all its expenses reasonably incurred in connection with such defense, including, but not limited to, reasonable attorney's fees and settlement payments.

13. **Termination.** This Agreement may be terminated at any time prior to Closing as follows:

- a. by the mutual written consent of Seller and Buyer;
- b. by written notice of Seller to Buyer if Buyer: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Buyer on or before the Closing Date in any material respect; (ii) breaches in any material respect any of Buyer's representations or warranties; or (iii) defaults in any material respect in the performance of any of Buyer's covenants or agreements under this Agreement or in the LMA;
- c. by written notice of Buyer to Seller if Seller: (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by Seller on or before the Closing Date in any material respect; (ii) breaches in any material respect any of Seller's representations or warranties; or (iii) defaults in any material respect in the performance of any of Seller's covenants or agreements under this Agreement or in the LMA; or
- d. by written notice of either party to the other if Closing has not occurred within one (1) year of the date of this Agreement.
- e. The right to terminate this Agreement under Section 13(b), (c) or (d) hereof shall not be available to any party whose breach of this Agreement has been the cause of, or resulted in, the failure of the Closing to occur. Notwithstanding anything in this Agreement to the contrary, no party that is in material breach of this Agreement shall be entitled to terminate this Agreement except with the written consent of the other party.
- f. Upon a termination of this Agreement by Seller due to a breach by Buyer of any of its material obligations under this Agreement or the LMA, Seller's sole remedy shall be the disbursement to Seller of the Escrow Deposit by the Escrow Agent which shall constitute liquidated damages and not a penalty.
- g. Upon a termination of this Agreement by Buyer due to a breach by Seller of any of its material obligations under this Agreement or the LMA, Buyer shall be entitled to be repaid the Escrow Deposit by the Escrow Agent, and Buyer may seek all rights and remedies that it may have in equity or at law.
- h. Upon a termination of this Agreement for any reason other than as a result of a breach by Buyer of any of its material obligations under this Agreement or the LMA, Buyer

shall be entitled to be repaid the Escrow Deposit by the Escrow Agent and thereafter neither party will have any further liability or obligation to the other with respect to this Agreement, except for Buyer's rights under Section 13.g above.

14. **Operation of Station at Reduced Power.** Seller and Buyer acknowledge that the Station is currently operating at reduced power pursuant to special temporary authority ("STA") from the FCC. Seller and Buyer each agrees to use good faith efforts to renew the existing STA (File No. BESTA-20170109ABC). The necessary antenna repairs will include the replacement of the Station's existing antenna. Seller shall procure and provide, at its sole cost, a replacement antenna. Buyer shall be responsible for the costs of installing the replacement antenna.

15. **Survival of Warranties.** All representations, warranties, and covenants made by the parties in this Agreement shall be deemed made for the purpose of inducing the other party to enter into this Agreement and shall survive the Closing and remain operative in full force and effect for a period of one (1) year, except for the covenants and agreements in Section 14 above which shall survive until the necessary antenna repairs are completed.

16. **Notices.** Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by facsimile delivered with a confirmation answer back, as follows:

If to Seller:

Shamrock Communications, Inc.
149 Penn Avenue
Scranton, PA 18503
Attention: Mitch Dolan & Robert Lynett
Tel: (570) 348-9110
Fax: (570) 348-9109

If to Buyer:

Big Horn Media, Inc.
17065 Pine Castle Drive
Reno, NV 89511
Attention: John Burkavage
Tel: (775) 846-0051

17. **Brokers.** Except for MVP Capital, LLC, whose fees and/or commissions will be paid solely by Seller, there is no broker or finder or other person who would have any claims for

a commission or brokerage fee in connection with the transactions contemplated by this Agreement.

18. **Expenses.** Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense. Any state or local sales, use or other transfer taxes payable in connection with the consummation of the sale of the Assets pursuant to this Agreement shall be paid one-half by Buyer and one-half by Seller.

19. **Construction.** This Agreement shall be construed and enforced in accordance with the laws of the State of Pennsylvania, without regard to its conflict of laws principles.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one Agreement. Electronic or facsimile copies of the signatures hereto shall be treated as original signatures for all purposes.

21. **Control of Station.** Notwithstanding anything to the contrary in this Agreement, Seller shall have full authority, power and control over the operation of the Station and over all persons working at the Station between the date of this Agreement and Closing.

4826-3548-2187.1


[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SELLER:

SHAMROCK COMMUNICATIONS, INC.

By: 
Its: CEO

BUYER:

BIG HORN MEDIA, INC.

By: _____

Its: _____

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SELLER:

SHAMROCK COMMUNICATIONS, INC.

By: _____

Its: _____

BUYER:

BIG HORN MEDIA, INC.

By: John Blay

Its: PRESIDENT

SCHEDULE 1

FCC AUTHORIZATIONS

KRZQ(FM), Fallon, Nevada (FIN: 165338)

FCC FM Broadcast Station License (File No. BLH-20121113AIP).

FCC Renewal Authorization (File No. BRH-20130528ACY; Expires October 1, 2021).

Special Temporary Authority to operate with reduced power (File No. BSTA-20131220GMU, most recently extended by BESTA-20170109ABC; Expires July 18, 2017).

KRZQ-FM1, Reno, Nevada (FIN: 181097)

FCC FM Booster Station License (File No. BLFTB-20121113AIQ).

LOCAL PROGRAMMING AND MARKETING AGREEMENT

THIS LOCAL PROGRAMMING AND MARKETING AGREEMENT (this "Agreement") is made as of June 30, 2017 between Shamrock Communications, Inc. ("Licensee") and Big Horn Media Corporation ("Programmer").

Recitals

- A. Licensee is the owner and licensee of radio station KRZQ(FM), Fallon, NV (FIN 165338) (the "Station") which is licensed by the Federal Communications Commission ("FCC").
- B. Licensee desires to obtain programming for the Station, and Programmer desires to provide programming for broadcast on the Station, on the terms set forth in this Agreement.
- C. Licensee and Programmer are concurrently entering into an Asset Purchase Agreement (the "Purchase Agreement") pursuant to which Programmer will purchase the Station from Licensee.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

- 1. **Term**. The term of this Agreement (the "Term") will begin on [July 1, 2017] (the "LMA Commencement Date") and will continue until the closing of the Purchase Agreement or the termination of the Purchase Agreement.
- 2. **Programming**. During the Term, Programmer shall purchase from Licensee airtime on the Station for the price and on the terms specified in Section 5 below, and shall transmit to Licensee programming that it produces or owns (the "Programs") for broadcast on the Station twenty-four (24) hours per day, seven (7) days per week, excluding at Licensee's option the period from 6:00 a.m. to 8:00 a.m. each Sunday morning (the "Broadcasting Period"). Programmer will transmit its Programs to the Station's transmitting facilities in a manner that ensures that the Programs meet commercially reasonable technical and quality standards. Programmer shall also be responsible for the Station's website, streaming and multi-cast programming (if any).
- 3. **Broadcasting**. In return for the payments to be made by Programmer hereunder, during the Term, Licensee shall broadcast the Programs, subject to the provisions of Section 6 below.

4. **Advertising.**

(a) During the Term, Programmer will be exclusively responsible for the sale of advertising on the Station and for the collection of accounts receivable arising therefrom, and Programmer shall be entitled to all revenues of the Station (including without limitation all revenues from the Station's website, and other ancillary revenue, if any).

(b) Programmer shall not discriminate during the Term in advertising arrangements on the Station on the basis of race or ethnicity. Programmer further covenants that during the Term all of the advertising sales agreements with respect to the Station will contain an appropriate non-discrimination clause in compliance with FCC policies concerning nondiscrimination in advertising.

5. **Payments.** For the broadcast of the Programs and the other benefits made available to Programmer pursuant to this Agreement, during the Term, Programmer will pay Licensee as set forth on *Schedule A* attached hereto.

6. **Control.**

(a) Notwithstanding anything to the contrary in this Agreement, Licensee shall have full authority, power and control over the operation of the Station and over all persons working at the Station during the Term. Licensee shall bear responsibility for the Station's compliance with all applicable provisions of the Communications Act of 1934, as amended, the rules, regulations and policies of the FCC, and all other applicable laws. Without limiting the generality of the foregoing, Licensee will: (1) employ a manager for the Station, who will report to Licensee and will direct the day-to-day operations of the Station, and who shall have no employment, consulting or other relationship with Programmer, (2) employ a second person for the Station, who will report and be accountable to the manager, (3) retain control over the policies, programming and operations of the Station, and (4) maintain a main studio facility for the Station in accordance with FCC rules.

(b) Nothing contained herein shall prevent Licensee from (i) rejecting or refusing programs which Licensee believes to be contrary to the public interest or (ii) substituting programs which Licensee believes to be of greater local or national importance or which are designed to address the problems, needs and interests of the local community. Without limiting the preceding sentence, Licensee reserves the right to (i) refuse to broadcast any Program containing matter which violates any right of any third party, which constitutes a personal attack, or which does not meet the requirements of the rules, regulations and policies of the FCC, (ii) preempt any Program in the event of a local, state, or national emergency, and (iii) delete any commercial announcements or other programming that does not comply with the requirements of the FCC's sponsorship identification policy. If Licensee preempts, rejects or otherwise refuses to broadcast any Program, then Licensee shall use commercially reasonable efforts to broadcast substitute programming of equal or greater value to Programmer.

(c) Programmer shall immediately serve Licensee with notice and a copy of any letters of complaint it receives concerning any Program for Licensee review. Programmer shall cooperate with Licensee to ensure that EAS transmissions are properly performed in accordance with Licensee's instructions.

7. **Music Licenses.** During the Term, Programmer will obtain and maintain music licenses with respect to the Programs.

8. **Programs.**

(a) Programmer shall ensure that the contents of the Programs conform to all FCC rules, regulations and policies in all material respects. Programmer shall consult with Licensee in the selection of the Programs to ensure that the Programs' content contains matters responsive to issues of public concern in the local community, as those issues are made known to Programmer by Licensee. On or before January 7, April 7, July 7 and October 7 of each year during the Term, Programmer shall provide to Licensee a list of significant community issues addressed in the Programs during the preceding quarter and the specific Programs that addressed such issues. Licensee acknowledges that its right to broadcast the Programs is non-exclusive and that ownership of or license rights in the Programs shall be and remain vested in Programmer.

(b) Licensee shall oversee and take ultimate responsibility with respect to the provision of equal opportunities, lowest unit charge, and reasonable access to political candidates, and compliance with the political broadcast rules of the FCC for the Station. During the Term, Programmer shall cooperate with Licensee as Licensee complies with its political broadcast responsibilities, and shall supply such information promptly to Licensee as may be necessary to comply with the political broadcasting provisions of the FCC's rules, the Communications Act of 1934, as amended, and federal election laws. Programmer shall release advertising availabilities to Licensee during the Broadcasting Period as necessary to permit Licensee to comply with the political broadcast rules of the FCC; provided, however, that revenues received by Licensee as a result of any such release of advertising time shall promptly be remitted to Programmer.

9. **Expenses.** During the Term, Programmer will be responsible for (i) the salaries, taxes, insurance and other costs for all of Programmer's personnel used in the production of the Programs supplied to Licensee and (ii) the costs of delivering the Programs to Licensee. Licensee will pay for its two Station employees, lease costs for studio and transmitter facilities, maintenance of all studio and transmitter equipment and all other operating costs required to be paid to maintain the Station's broadcast operations in accordance with FCC rules and policies and applicable law.

10. **Call Signs.** During the Term, Licensee will retain all rights to the call letters of the Station or any other call letters which may be assigned by the FCC for use by the Station, and will ensure that proper station identification announcements are made with such call letters in accordance with FCC rules and regulations. Programmer shall include in the Programs an

announcement at the beginning of each hour of such Programs to identify such call letters, as well as any other announcements required by the rules and regulations of the FCC.

11. **Maintenance.** During the Term, Licensee shall use commercially reasonable efforts to maintain the operating power of the Station at the level authorized by the FCC for the Station and shall repair and maintain the Station's equipment consistent with good engineering practices. During the Term, Programmer shall promptly report any maintenance issues that come to its attention to Licensee. Licensee shall use commercially reasonable efforts to provide at least forty-eight (48) hours prior notice to Programmer in advance of any maintenance work affecting the operation of the Station and to schedule any such maintenance work at hours other than 6:00 A.M. to 6:00 P.M. (Monday to Friday). If the Station suffers any loss or damage of any nature to its transmission facilities which results in the interruption of service or the inability of the Station to operate, Licensee shall immediately notify Programmer and shall undertake such repairs as are necessary to restore full-time operation of the Station within fourteen (14) days from the occurrence of any such loss or damage.

12. **Facilities.** During the Term, Licensee shall provide Programmer access to and the use of the studios and offices for the Station, if necessary, for purposes of performing the Agreement.

13. **Representations.**

(a) Licensee represents and warrants to Programmer that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the state of Nevada, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

(b) Programmer represents and warrants to Licensee that (i) it has the power and authority to enter into this Agreement and to consummate the transactions contemplated hereby, (ii) it is in good standing in the state of Nevada, (iii) it has duly authorized this Agreement, and this Agreement is binding upon it, and (iv) the execution, delivery, and performance by it of this Agreement does not conflict with, result in a breach of, or constitute a default or ground for termination under any agreement to which it is a party or by which it is bound.

14. **Termination.** This Agreement shall terminate automatically upon the consummation of the sale of the Station to Programmer in accordance with the Purchase Agreement. This Agreement shall also automatically terminate upon the termination of the Purchase Agreement.

15. **Events of Default.**

(a) The occurrence of any of the following will be deemed an Event of Default by Programmer under this Agreement: (i) Programmer fails to timely make any payment required under this Agreement; (ii) Programmer fails to observe or perform any other obligation contained in this Agreement in any material respect; or (iii) Programmer breaches any representation or warranty made by it under this Agreement in any material respect.

(b) The occurrence of the following will be deemed an Event of Default by Licensee under this Agreement: (i) Licensee fails to timely make any payment required under this Agreement; (ii) Licensee fails to observe or perform any obligation contained in this Agreement in any material respect; or (iii) Licensee breaches any representation or warranty made by it under this Agreement in any material respect.

(c) Notwithstanding the foregoing, any Event of Default will not be deemed to have occurred until fifteen (15) calendar days after the non-defaulting party has provided the defaulting party with written notice specifying the Event of Default and such Event of Default remains uncured. Upon the occurrence of an Event of Default, and in the absence of a timely cure pursuant to this Section, the non-defaulting party may terminate this Agreement, effective immediately upon written notice to the defaulting party.

16. **Indemnification.** Programmer shall indemnify and hold Licensee harmless against any and all liability arising from the broadcast of the Programs on the Station, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. Licensee shall indemnify and hold Programmer harmless against any and all liability arising from the broadcast of Licensee's programming on the Station, including without limitation all liability for indecency, libel, slander, illegal competition or trade practice, infringement of trademarks, trade names, or program titles, violation of rights of privacy, and infringement of copyrights and proprietary rights or any other violation of third party rights or FCC rules or other applicable law. The obligations under this Section shall survive any termination of this Agreement.

17. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party hereto. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

18. **Severability.** If any court or governmental authority holds any provision in this Agreement invalid, illegal, or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality

and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby. The obligations of the parties under this Agreement are subject to the rules, regulations and policies of the FCC and all other applicable laws. The parties agree that Licensee shall file a copy of this Agreement with the FCC and place a copy of this Agreement in the Station's public inspection files.

19. **Notices.** Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by facsimile delivered with a confirmation answer back, as follows:

If to Licensee:

Shamrock Communications, Inc.
149 Penn Avenue
Scranton, PA 18503
Attention: Mitch Dolan & Robert Lynett
Tel: (570) 348-9110
Fax: (570) 348-9109

If to Programmer:

Big Horn Media, Inc.
17065 Pine Castle Drive
Reno, NV 89511
Attention: John Burkavage
Tel: (775) 846-0051

20. **Miscellaneous.** This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership, agency relationship, or joint venture between the parties. Neither party shall be authorized to act as an agent of or otherwise to represent the other party. The construction and performance of this Agreement shall be governed by the laws of the State of Pennsylvania without giving effect to the choice of law provisions thereof, and is subject to the applicable provisions of the Communications Act of 1934, as amended, 47 U.S.C. Section 151, *et seq.* and the rules, regulations and policies of the FCC adopted pursuant to those provisions of the Act. This Agreement (including the Schedule hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

21. **Certifications.** Licensee certifies that it maintains ultimate control over the Station's facilities including, specifically, control over the Stations' finances, personnel and programming. Programmer certifies that this Agreement complies with the provisions of 47 C.F.R. Sections 73.3555(a) and (c).

4830-5609-2235.1


[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

LICENSEE:

SHAMROCK COMMUNICATIONS, INC.

By: 
Name: Robert J. H. [unclear]
Title: CEO

PROGRAMMER:

BIG HORN MEDIA, INC.

By: _____
Name:
Title:

SIGNATURE PAGE TO LOCAL PROGRAMMING AND MARKETING AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first set forth above.

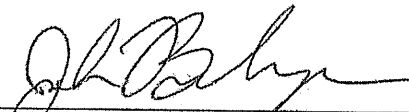
LICENSEE:

SHAMROCK COMMUNICATIONS, INC.

By: _____
Name:
Title:

PROGRAMMER:

BIG HORN MEDIA, INC.

By: 
Name: JOHN BURKAVALE
Title: PRESIDENT

SCHEDULE A TO LMA

During the Term, Programmer shall reimburse Licensee for the out-of-pocket operating costs of the Station including rent for the studio and transmitter locations for the Station, telephone, internet service, utilities and engineering services for routine studio and transmission equipment maintenance, and other normal operating expenses of the Station. Programmer shall also reimburse Licensee for the cost of Licensee's one part-time employee at the Station (approximately \$600 per month). Licensee shall be responsible for the costs of its manager of the Station and for any other corporate expenses not specifically related to the operation of the Station.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (the “Agreement”), dated as of _____, 2017, is entered into by and between **BIG HORN MEDIA**, (“Debtor”), and **SHAMROCK COMMUNICATIONS, INC.**, a Pennsylvania corporation (the “Secured Party”).

Concurrently herewith, and in accordance with that certain Asset Purchase Agreement, dated as of June __, 2017 (the “Purchase Agreement”), entered into by and between Debtor and Secured Party pursuant to which Debtor agreed to purchase from Secured Party certain assets of KRZQ(FM), Fallon, Nevada (the “Station”), Secured Party is lending an aggregate principal amount of One Hundred Thousand Dollars (\$100,000) to Debtor, which is evidenced by a certain Promissory Note of even date herewith in favor of the Secured Party (the “Note”) executed by Debtor in connection with the Purchase Agreement and delivered to Secured Party.

All capitalized terms, unless otherwise defined herein, shall have the meanings set forth in the Purchase Agreement.

SECTION 1. Security.

(a) As security for the payment of the \$100,000 principal indebtedness under the Note referenced above, and any interest that may accrue thereon (collectively, the “Obligations”), Debtor hereby grants to Secured Party a continuing security interest in the Collateral set forth in Schedule 1 hereto.

(b) Debtor irrevocably appoints Secured Party as its lawful attorney-in-fact and agent to execute, on its behalf, financing statements and any assignment documents and to file on its behalf appropriate financing statements.

(c) Debtor hereby represents and warrants to Secured Party that: (i) except for the lien granted by the Debtor in favor of the Secured Party pursuant to this Security Agreement, Debtor is, or to the extent that certain of the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrance; and (ii) to the best of Debtor’s knowledge, no financing statement covering the Collateral is on file in any public office, other than the financing statements filed pursuant to this Security Agreement.

SECTION 2. Covenants of Debtor.

Debtor hereby covenants that:

(a) Debtor will defend the Collateral against any claims and demands of all other persons at any time claiming the same or an interest therein which would conflict with any claim or interest of Secured Party. Debtor will maintain the tangible property included within the Collateral in good operating condition and repair, and use it only in connection with the operation of the Station unless disposed of in the ordinary course of business and replaced with equipment of substantially equivalent value. Debtor will not encumber, sell, transfer, assign, abandon or otherwise dispose of the Collateral except for: (i) sale or transfer of Inventory, and cancellation of Insurance (subject to Section 2(b) hereof) in the ordinary course of business, (ii) liens arising from taxes, assessments, charges, levies or claims that are not yet due or that remain payable without penalty or which are being contested in good faith by appropriate proceedings, (iii) liens arising from legal proceedings, so long as such proceedings are being contested in good faith by appropriate proceedings diligently conducted and so long as execution is stayed on all judgments resulting from any such proceedings, (iv) liens created by this Security Agreement, (v) dispositions of items of Equipment no longer useful to Debtor in the ordinary course of business, and (vi) trade-ins, replacements or exchanges of items of Equipment for other items of Equipment having an equal or greater value (in excess of any purchase money liens on such items) and useful in Debtor's business.

(b) Debtor will have and maintain insurance with financially sound and reputable insurance companies or associations in such amounts and covering such risks as are usually carried by companies engaged in the same or a similar business and similarly situated, including without limitation, property and casualty insurance and public liability insurance.

(c) Upon reasonable advance notice to Debtor, Secured Party may examine and inspect the Collateral owned by Debtor at any reasonable time and at any reasonable place, wherever located.

(d) Debtor will pay promptly when due all taxes and assessments upon the Collateral owned by Debtor or upon its use or sale unless such taxes or assessments are being contested in good faith by Debtor. At its option, Secured Party may discharge taxes, liens or other encumbrances at any time levied against or placed on the Collateral which have not been stayed as to execution and contested with due diligence in appropriate legal proceedings, and Secured Party may pay for insurance on the Collateral if Debtor has failed to comply with such obligation and may pay for maintenance and preservation of the Collateral if Debtor fails to do so. Debtor shall reimburse Secured Party on demand for any such expense incurred by Secured Party pursuant to the foregoing authorization.

(e) Debtor will from time to time upon demand furnish to Secured Party such further information and will execute and deliver to Secured Party such financing statements and assignments and other papers and will do all such acts and things as may be necessary or appropriate to establish, perfect and maintain a valid

security interest in the Collateral as security for the Obligations, and Debtor hereby authorizes Secured Party to execute and file at any time and from time to time one or more financing statements or copies thereof or of this Security Agreement with respect to the Collateral signed only by Secured Party.

SECTION 3. Events of Default.

(a) Debtor shall be in default under this Agreement upon the occurrence of any of following events or conditions (each, an “*Event of Default*”):

(i) any payment of principal or interest under the Note is not made by Debtor when due;

(ii) any representation or warranty made by Debtor in this Agreement shall prove to have been incorrect in any material respect on or as of the date made or deemed made, and such inaccuracy is not cured to the satisfaction of Secured Party within thirty (30) days after the date on which Secured Party gives Debtor written notice of such failure; or

(iii) Debtor shall fail to perform or observe any material term, covenant, or agreement contained in this Agreement, and such failure is not cured to the satisfaction of Secured Party within thirty (30) days after the date on which Secured Party gives Debtor written notice of such failure.

(b) Upon the occurrence of an Event of Default, Secured Party shall have all of the rights, powers and remedies set forth in the Note and this Agreement, together with the rights and remedies of a secured party under the applicable Uniform Commercial Code, including without limitation the right to sell, lease or otherwise dispose of any or all of the Collateral and to take possession of the Collateral. Secured Party may require Debtor to assemble its Collateral and make it available to Secured Party at a place to be designated by Secured Party that is reasonably convenient to both parties. Debtor hereby agrees that its address and the place or places of location of the Collateral are places reasonably convenient to it to assemble the Collateral. Unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party will send to Debtor reasonable advance notice of the time and place of any public sale or reasonable advance notice of the time after which any private sale or any other disposition thereof is to be made. The requirement of sending reasonable advance notice shall be met if such notice is mailed, postage prepaid, to Debtor at least ten (10) days before the time of the sale or disposition. After deducting all expenses incurred by Secured Party in protecting or enforcing its rights in the Collateral, the residue of any proceeds of collection or sale of the Collateral shall be applied to the payment of principal, first, and then interest of Debtor's Obligations, and Debtor shall remain, liable for any deficiency. Secured Party may bid for the Collateral at any public or private sale and Secured Party shall be entitled to a “credit bid” equal to the aggregate amount of principal and interest outstanding on the Note.

(c) Upon the occurrence and continuing existence of an Event of Default, Secured Party shall have the right, which shall not be challenged by Debtor, to require that Debtor join with the successful bidder or other purchaser at a foreclosure sale regarding the Collateral in seeking from the FCC all applicable prior approvals of the assignment of the Station's FCC Authorizations to such bidder or other purchaser. In that regard, Debtor agrees to execute and deliver all applications, certificates, instruments, assignments and other documents and papers that may be required to obtain any necessary FCC consent, approval or authorization. It is expressly understood that such sale shall be subject to all applicable consents and prior approvals of the FCC. In the event Debtor fails to execute any such application or other document, the clerk of any court that has jurisdiction over this Agreement may execute or authorize and file the same on behalf of Debtor.

SECTION 4. Collection.

Upon the occurrence of an Event of Default pursuant to Section 3(a) hereof, Secured Party shall have the following rights and powers in addition to those specified in Section 3 above:

(a) Secured Party shall have the right to notify the contract obligors obligated on any or all of Debtor's Insurance to make payment thereof directly to Secured Party, and Secured Party may take control of all proceeds of any of the Insurance or General Intangibles.

(b) Debtor hereby irrevocably appoints Secured Party to be Debtor's true and lawful attorney-in-fact, with full power of substitution, in Secured Party's name or Debtor's name or otherwise for Secured Party's sole use and benefit, but at Debtor's cost and expense, to exercise at any time after the occurrence and continuing existence of an Event of Default pursuant to Section 3(a), but subject to the provisions of Section 8 hereof, the power to sell, transfer, assign or otherwise deal in or with the same or the proceeds thereof and to apply for and obtain any required consents of any governmental authority for any such sale or other disposition, as full and effectually as if Secured Party were the absolute owner thereof.

(c) Secured Party may seek, in a court of competent jurisdiction, the appointment of a receiver or trustee to take possession of all or any portion of the Collateral or to operate same; provided, that upon appointment of such receiver or trustee, an FCC Form 316 application for involuntary transfer or assignment of license (or successor form) shall be filed within ten (10) days of the entry of a court order appointing such receiver or trustee and Debtor agrees to assist in the preparation and filing of the FCC Form 316 and any other documents required to authorize an involuntary transfer or assignment to such receiver or trustee.

SECTION 5. Limitations.

With respect both to Obligations and Collateral, Debtor assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of Collateral, to the addition or release of any party or person

primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromising or adjusting of any thereof, all in such time or times as Secured Party may deem advisable. Secured Party shall have no duty as to the collection or protection of Collateral not in Secured Party's possession, and Secured Party's duty with reference to Collateral in its possession shall be to use reasonable care in the custody and preservation of such Collateral, but such duty shall not require Secured Party to engage in:

- (i) the collection of income thereon;
- (ii) the collection of debt;
- (iii) the taking of steps necessary to preserve rights against prior parties, although Secured Party is authorized to reasonably undertake any such action if deemed appropriate by Secured Party.

SECTION 6. Successors and Assigns.

The covenants, representations, warranties and agreements herein set forth shall be binding upon Debtor, his legal representatives, successors and assigns, as joint and several obligations, and shall inure to the benefit of Secured Party, its successors and assigns.

SECTION 7. Miscellaneous.

(a) No delay or omission by Secured Party in exercising any of its rights hereunder shall be deemed to constitute a waiver thereof. All rights and remedies of Secured Party hereunder shall be cumulative and may be exercised singularly or concurrently.

(b) This Agreement shall be governed by and construed under the laws of the State of Pennsylvania, without regard to its principles of conflict of laws. None of the terms or provisions of this Agreement may be waived, altered, modified, or amended except by an agreement in writing signed by Secured Party and Debtor. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument and all of which together shall constitute a single agreement.

(c) Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by facsimile delivered with a confirmation answer back, as follows:

If to Secured Party:

Shamrock Communications, Inc.
149 Penn Avenue
Scranton, PA 18503
Attention: Mitch Dolan & Robert Lynett
Tel: (570) 348-9110
Fax: (570) 348-9109

If to Debtor:

Big Horn Media, Inc.
17065 Pine Castle Drive
Reno, NV 89511
Attention: John Burkavage
Tel: (775) 846-0051

SECTION 8. FCC Approval.

(a) Notwithstanding anything to the contrary contained herein, any foreclosure on, sale, transfer or other disposition of any Collateral or any other action taken or proposed to be taken hereunder that would affect the operational, voting, or other control of Debtor or affect the ownership of the FCC Authorizations, shall be pursuant to Section 310(d) of the Communications Act of 1934, as amended (the “Communications Act”), and to the applicable rules and regulations of the FCC and, if and to the extent required thereby, subject to the prior consent to the FCC and any other applicable governmental authority. Notwithstanding anything to the contrary contained herein, Secured Party will not take any action pursuant hereto that would constitute or result in any assignment of the FCC Authorizations if such assignment would require under then existing law (including the Communications Act), the prior approval of the FCC, without first obtaining such approval of the FCC and notifying the FCC of the consummation of such assignment (to the extent required to do so).

(b) Debtor agrees to take any action, at its sole cost and expense, that Secured Party may reasonably request in order to perfect and protect the security interest granted herein or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral, specifically including the use of its best efforts to assist in obtaining approval of the FCC or any other government agency or regulatory body for any action or transaction contemplated by this Agreement that is then required by law.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO SECURITY AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Security Agreement to be executed by their duly authorized officers as of the date and year first above written.

DEBTOR:

BIG HORN MEDIA, INC.

Name: _____

Title: _____

SECURED PARTY:

SHAMROCK COMMUNICATIONS, INC.

Name: _____

Title: _____

SCHEDULE 1

The following Equipment, Inventory, General Intangibles and Insurance are collectively referred to as the “Collateral”:

(a) All personal property of Debtor used in connection with the operation of KRZQ(FM), Fallon, Nevada (the “Station”) as well as any replacements for such property and the proceeds or products from the sale of such property (the “Equipment”);

(b) All of the Debtor’s inventory, merchandise and goods in all forms, used primarily in connection with the operation of the Station, whether now existing or hereafter acquired, and the proceeds and products thereof (the “Inventory”);

(c) All of Debtor’s presently existing and hereafter acquired or arising general intangibles and other intangible personal property used primarily in the operation of the Station, including without limitation, rights under all contract rights and all present and future authorizations, permits, licenses, franchises, government authorizations, including Debtor’s rights under present and future authorizations, permits and licenses issued or granted to Debtor by the FCC (each, an “FCC License”) for the ownership and operation the Station, and all rights incident or appurtenant to such authorizations, permits and licenses (but only to the extent it currently is, or hereafter may become, lawful to grant a security interest in such FCC License), together with the rights to receive all proceeds derived from or in connection with the sale, assignment or transfer of any FCC License used for ownership or operations of the Station (the “General Intangibles”); and

(d) All insurance policies held by the Debtor or naming the Debtor as loss payee (or naming Debtor as an additional insured as its interest may appear) relating to the operation of the Station, including without limitation, casualty insurance and property insurance, and the proceeds thereof (the “Insurance”).

STOCK PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT ("Agreement" or "Pledge Agreement") is made and entered into this ____ day of _____, 2017 by and between JOHN BURKAVAGE, an individual resident of Nevada ("Pledgor"), and SHAMROCK COMMUNICATIONS, INC., a Pennsylvania corporation ("Pledgee").

PRELIMINARY STATEMENT

Pledgor owns 100% of the issued and outstanding stock (the "Stock") of Big Horn Media, Inc. a Nevada corporation (the "Company"). The Company, as Borrower, and Pledgee, as Lender, are parties to a Promissory Note executed by the Company on this same date and delivered to Pledgee (the "Note") as well as a Security Agreement executed by the Company and Borrower on this same date (together with this Pledge Agreement, the "Loan Documents"), pursuant to which Pledgee agreed, upon the terms and conditions set forth therein, to extend in favor of Borrower a loan in principal amount of One Hundred Thousand Dollars (\$100,000) (the "Loan"). The Loan is evidenced by the Note. The Note is conditioned, among other things, upon Pledgor entering into this Pledge Agreement. The Pledgor acknowledges that the extension of the Loan specifically inures to such Pledgor's benefit, and in consideration thereof, and further, in order to more fully secure the complete payment and performance of all of the Borrower's Obligations (as defined in the Security Agreement) under the Loan Documents, Pledgor has agreed to further provide for and evidence the pledge of the Stock to Pledgee, as provided hereunder.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Defined Terms.

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Security Agreement.

2. Pledge.

Pledgor hereby pledges, transfers and grants to Pledgee a lien upon and security interest in all of the issued and outstanding Stock of the Company as security for the full, timely and faithful performance of all of the Obligations under the Loan Documents.

3. Pledgee's Remedies.

Upon a default under the provisions of Section 6 hereof, Pledgee shall forthwith mail written notice thereof to Pledgor of such Event of Default. Ten (10) days after such notice has been so mailed by Pledgee, and providing that such notice has been so mailed by Pledgee, and providing that such default has not been cured by Pledgor, Pledgee, at its sole and absolute discretion, may (but shall not be required to) elect to exercise its rights hereunder. These rights shall include: (i) the right to receive all income to which the Stock is entitled; (ii) the right to take possession of any certificate or instrument evidencing the Stock; and (iii) the right to sell the Stock in a public or private sale, subject to obtaining the prior consent of the FCC, and to retain the proceeds of such sale to the extent of the outstanding balance of principal and interest under the Note.

4. Voting.

As long as the Stock is held by Pledgee, Pledgor shall have the right to vote its Stock for all purposes until a sale or other disposition has been consummated pursuant to prior FCC consent. If requested, Pledgee shall execute and deliver to Pledgor such proxies and authorizations as are reasonably required to confirm the voting rights of Pledgor during the term of

this Agreement.

5. Representations and Warranties of Pledgor.

Pledgor represents, warrants and agrees that Pledgor shall not, prior to the full payment of the Note and satisfaction of all Obligations under the Loan Documents:

(a) Liquidate, sell, or transfer the Stock or any portion thereof to any third party without obtaining the prior written consent of Pledgee. In the event Pledgee consents to any such proposed action, such Pledgor agrees to execute such documents as shall be reasonably necessary to continue the effectiveness of this Agreement.

(b) Take any action to sell the assets of the Company without first having obtained the consent of Pledgee.

6. Default.

Any Event of Default under the Loan Documents or the violation of any provision of this Agreement or a breach by any Pledgor of any representation or warranty herein shall constitute a default under this Agreement, and Pledgee shall be entitled to all remedies available under this Agreement.

7. Notice.

Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing (which shall include notice by facsimile transmission) and shall be deemed to have been duly made and received when personally served, or when delivered by Federal Express or a similar overnight courier service, expenses prepaid, or, if sent by facsimile delivered with a confirmation answer back, as follows:

If to Pledgee:

Shamrock Communications, Inc.
149 Penn Avenue
Scranton, PA 18503
Attention: Mitch Dolan & Robert Lynett
Tel: (570) 348-9110
Fax: (570) 348-9109

If to Pledgor:

Big Horn Media, Inc.
17065 Pine Castle Drive
Reno, NV 89511
Attention: John Burkavage
Tel: (775) 846-0051

8. Parties Benefited and Bound.

This Agreement shall bind and inure to the benefit of the parties hereto and their respective, successors and assigns.

9. Counterparts.

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original.

10. Savings Provision.

No provision herein or in any other instrument contemplated by this Agreement should be deemed to authorize or require any act or failure to act which would violate the rules and regulations of the FCC and all provisions herein or in any other such instrument shall be interpreted and construed so far as possible so as not to authorize or require any such act or failure to act. If the exercise of any right or remedy by Pledgee hereunder requires the prior approval or consent of, or notification to, the FCC, Pledgor shall use its best efforts to cause such approval, consent or notification to be obtained or given, as the case may be, including causing the

executing and filing of all instruments which may be necessary to obtain such approval or consent, or give such notification, and cooperating fully in obtaining or giving the same. Notwithstanding any other provision of this Agreement all voting rights associated with Pledgor's Stock shall remain with Pledgor even in an Event of Default and should such Event of Default occur, the Pledgee may conduct either a private or public sale of the Stock and prior to the sale of Stock to the purchaser at such sale, the prior consent of the FCC will be obtained.

11. Law Governing Agreement.

The Agreement shall be governed as to the validity, interpretation, construction and performance by the laws of the State of Pennsylvania, exclusive of its choice-of-law principles. Any litigation arising from this Agreement shall be brought in any state court with jurisdiction located in Pennsylvania.

12. Severability.

The invalidity of any portion of this Agreement shall not affect the validity of the remainder thereof.

13. Further Assurances.

Each of the parties hereto will execute and deliver such further instruments and do such further acts and things as may be required to carry out the intent and purpose of this Agreement.

4852-8784-8266.1

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO PLEDGE AGREEMENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year first above written.

WITNESS:

PLEDGOR:

By: _____
John Burkavage

PLEDGE:

SHAMROCK COMMUNICATIONS, INC.

By: _____
Name:
Title:

AMENDMENT TO ASSET PURCHASE AGREEMENT

BETWEEN

SHAMROCK COMMUNICATIONS, INC.

AND

BIG HORN MEDIA, INC.

This Amendment to Asset Purchase Agreement (the "Amendment") is entered into this 6 day of July, 2017, by and between Shamrock Communications, Inc., (the "Seller") and Big Horn Media, inc., (the "Buyer").

WHEREAS, the Seller and Buyer are parties to that certain Asset Purchase Agreement (the "Agreement") dated as of June 30, 2017, with respect to the sale of radio station KRZQ (FM) in Fallon, Nevada and

WHEREAS, the Seller and the Buyer desire to amend the Agreement for the sole purpose of changing the Escrow Agent from MVP Capital to Haggerty Hinton & Cosgrove, LLP as set forth in section 2(a)(I) of the agreement.

NOW THEREFORE, the parties intending to be mutually bound hereby agree as follows:

1. Section 2(a)(I) of the agreement is hereby modified so that MVP Capital is replaced as the Escrow Agent by Haggerty Hinton & Cosgrove, LLP.

2. The parties hereby acknowledge and agree that all other terms and conditions of the Agreement will remain binding, unaltered and remain in full force and effect, save for the changes to the identity of the Escrow Agent.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first indicated above.

Shamrock Communications, Inc.

By: Mitch Dean

Title: C.O.O. RADIO OUTDOOR
MITCH DEAN

Big Horn Media, Inc.

By: John Burroughs

Title: PRESIDENT
JOHN BURROUGHS