
ASSET PURCHASE AGREEMENT

by and between

NOMADIC BROADCASTING, LLC., BUYER

and

RUBY RADIO OF HUMBOLDT COUNTY, LLC, SELLER

for the sale and purchase of

Radio Station KHYX and FM Translator Station K232BK, both
Winnemucca, Nevada

Dated as of March 7, 2016

LIST OF SCHEDULES

SCHEDULE 2.1 -- FCC Licenses
SCHEDULE 2.2 - Tangible Personal Property
SCHEDULE 2.3 - Contracts
SCHEDULE 2.4 - Real Property
EXHIBIT A -- Escrow Agreement
EXHIBIT B -- Guaranty
EXHIBIT C - Purchase Money Note
EXHIBIT D - Security Agreement

ASSET PURCHASE AGREEMENT

This Agreement, made and entered into as of the 7th day of March, 2016, by and between **NOMADIC BROADCASTING, LLC**. ("Buyer") and **RUBY RADIO OF HUMBOLDT COUNTY, LLC** ("Seller")

WITNESSETH THAT:

WHEREAS, Seller is the licensee of the Station KHYX, Winnemucca, Nevada, Facility ID 171502 and FM Translator Station K296FP, Winnemucca, Nevada, Facility 28107 (the "Stations");

WHEREAS, Buyer desires to purchase all of the assets used or useful in and for the operation of the Stations and to acquire the license and other authorizations issued by the Federal Communications Commission (the "FCC") for the operation of the Stations, and,

WHEREAS, Seller desire to sell the Stations' assets and transfer the Stations' licenses and other authorizations to Buyer, and

WHEREAS, the Stations' licenses and authorizations may not be assigned to Buyer without the FCC's prior consent.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties, intending to be legally bound, agree as follows:

1. RULES OF CONSTRUCTION

1.1. Defined Terms.

- "Assignment Application" means the application on FCC Form 314 that Seller and Buyer shall join in and file with the FCC requesting its consent to the assignment of the FCC Licenses from Seller to Buyer.
- "Closing" means the consummation of the Transaction.
- "Closing Date" means the date on which the Closing takes place, as determined pursuant to Section 11 hereof.

- "Deposit means the Twenty-One Thousand Five Hundred Dollars (\$21,500.00) that Buyer shall deposit with Escrow Agent upon the execution of this Agreement as security for the performance of Buyer's obligations hereunder.
- "Escrow Agent" means Dale Ganske.
- "Escrow Agreement" means the Escrow Agreement between and among Buyer, Seller and Escrow Agent in the form of Exhibit A hereto executed on the date hereof;
- "Final Order" means any FCC action that, by lapse of time or otherwise, is no longer subject to administrative or judicial reconsideration, review, appeal or stay.
- "Guaranty" means the Guaranty in the form of Exhibit B hereto that the principals of Buyer shall deliver to Seller as security for the performance of Buyer's obligations under the Note.
- "Governmental Authority" means any nation or government, any state or other political subdivision thereof, and any agency, court or other entity that exercises executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.
- "Knowledge" when used in connection with any representation or warranty by a person or entity means the actual knowledge of such person or entity at the time the representation is made without any requirement or expectation that such person or entity has made any investigation or inquiry regarding the matter at issue.
- "Note" means the purchase money note in the form of Exhibit C hereto that Buyer will deliver to Seller in partial payment of the Purchase Price'
- "Security Agreement" means the Security Agreement in

the form of Exhibit D hereto that Buyer will deliver to Seller as security for the performance of Buyer's obligations under the Note;

- "Transaction" means the sale and purchase and assignments and assumptions contemplated by this Agreement and the respective obligations of Seller and Buyer set forth herein.

1.2. Other Definitions. Other capitalized terms used in this Agreement shall have the meanings ascribed to them herein.

1.3. Number and Gender. Whenever the context so requires, words used in the singular shall be construed to mean or include the plural and vice versa, and pronouns of any gender shall be construed to mean or include any other gender or genders.

1.4. Headings and Cross-References. The headings of the Sections and Paragraphs hereof have been included for convenience of reference only, and shall in no way limit or affect the meaning or interpretation of the specific provisions of this Agreement. All cross-references to Sections or Paragraphs herein shall mean the Sections or Paragraphs of this Agreement unless otherwise stated or clearly required by the context. All references to Exhibits and Schedules herein shall mean the Exhibits and Schedules to this Agreement which have been separately initialed for identification by Seller and Buyer. Words such as "herein" and "hereof" shall be deemed to refer to this Agreement as a whole and not to any particular provision of this Agreement unless otherwise stated or clearly required by the context.

1.5. Computation of Time. Whenever any time period provided for in this Agreement is measured in "business days" there shall be excluded from such time period each day that is a Saturday, Sunday, recognized federal legal holiday, or other day on which the FCC's offices are closed and are not reopened prior to 5:30 p.m. Washington, D.C. time. In all other cases all days shall be counted.

2. ASSETS TO BE CONVEYED. On the Closing Date, Seller will sell, assign, transfer, convey and deliver to Buyer, the

following assets of Seller that are used or held for use in the operation of the Stations (the "Assets") free and clear of all liens and encumbrances whatsoever except for statutory liens for taxes not yet due:

2.1. Licenses. The licenses, permits and other authorizations issued by the FCC for the operation of the Stations listed in Schedule 2.1 hereof (the "FCC Licenses"), and all other transferable licenses, permits and authorizations issued by any other Governmental Authorities that are used in or necessary for the lawful operation of the Stations as presently operated by Seller.

2.2. Tangible Property. The tangible personal property and fixtures owned by Seller that are used or held for use in connection with the operation of the Stations listed in Schedule 2.2 hereof, together with replacements thereof and improvements and additions thereto made between the date hereof and the Closing Date (the "Tangible Property").

2.3. Contracts and Leases. All contracts for the sale of time on the Stations for cash that are cancelable on thirty (30) days' notice and the contracts, agreements and leases listed in Schedule 2.3 hereto (the "Contracts").

2.4. Intangible Property. All Seller's right, title and interest in and to the call signs, slogans, logos, trademarks, copyrights, and similar materials and rights and the goodwill and other intangible assets used in or arising from the business of the Stations (the "Intangible Property").

2.5. Business Records. All business records of Seller (including without limitation customer lists, logs, public file materials, and engineering records) relating to or used in the operation of the Stations.

3. EXCLUDED ASSETS. The following assets are expressly excluded from the Assets being conveyed hereunder and shall be retained by Seller:

(a) the Seller's cash, cash equivalents, accounts receivable, deposits, and prepaid expenses;

(b) any claims that Seller may have under any

insurance policies or contracts and any other claims that Seller may have against third parties;

(c) Seller's internal books and records which do not relate to the ownership or operation of the Stations.

4. PURCHASE PRICE AND ALLOCATION OF PURCHASE PRICE.

4.1. Purchase Price and Method of Payment. The purchase price for the Assets is Two Hundred Fifteen Thousand Dollars (\$215,000.00). The Purchase Price shall be paid as follows:

(a) On the Closing Date, Buyer and Seller shall jointly instruct the Escrow Agent to deliver the Escrow Deposit, but not the interest thereon, to Seller;

(b) On the Closing Date the Buyer shall deliver to Seller Fourteen Thousand Nine Hundred Dollars (\$14,900.00) in immediately available funds; and

(c) On the Closing Date, the Buyer shall deliver to Seller the Note in payment of the balance of the Purchase Price.

Notwithstanding the foregoing, the Purchase Price shall be reduced to One Hundred Ninety-Nine Thousand Dollars (\$199,000.00) if Buyer pays this amount to Seller in immediately available funds, on the Closing Date.

4.2. Allocation of Purchase Price. The Purchase Price for the Assets shall be allocated as follows:

Tangible Personal Property	\$150,000
FCC License and Goodwill	\$ 65,000

Seller and Buyer shall use such allocation for all purposes related to the valuation of the Assets, including, without limitation, in connection with any federal, state, county or local tax returns and, unless required to do so in accordance with a "determination" as defined in Section 1313(a)(1) of the Internal Revenue Code, neither Seller nor Buyer shall take any position in any tax return, tax proceeding, tax audit or

otherwise that is inconsistent with such allocation.

5. PRORATIONS.

Seller shall be entitled to all income attributable to, and shall be responsible for all expenses arising out of the operation of the Stations until 11:59 p.m. on the Closing Date and Buyer shall be entitled to all income attributable to, and shall be responsible for all expenses arising out of, the operation of the Stations after 11:59 p.m. on the Closing Date. All overlapping items of income or expense customarily subject to prorations in broadcast Stations transactions shall be prorated, or reimbursed, as the case may be, as of 11:59 p.m. on the Closing Date (the "Prorations"). In the event that the exact amount of any personal or real property taxes or the Annual FCC Regulatory Fees which are to be prorated is not known on the Closing Date, such taxes or fee shall be prorated on the basis of the most recent tax or fee assessment and such proration shall be final. To the extent practical, the Prorations shall be made on the Closing Date and any net amount due as a result of the Prorations shall be added to, or subtracted from, the Purchase Price. Within 30 days after the Closing Date, Buyer's accountant and Seller's accountant shall agree to any final Prorations that are necessary to carry out the parties' intentions as reflected in this Section and any final amount due Seller, or Buyer, shall be paid promptly by check from the party owning the final amount made payable to the party to whom the payment is due.

6. SELLER'S LIABILITIES. Buyer does not and shall not assume or be deemed to assume, pursuant to this Agreement or otherwise, any liabilities, obligations, or commitments of Seller of any nature whatsoever except for obligations under the Contracts.

7. SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS. Seller hereby makes the following representations, warranties, and covenants:

7.1 Existence and Power. Seller is a limited liability company validly existing and in good standing under the laws of the State of Nevada with the full power to enter into, deliver and perform this Agreement.

7.2. Binding Agreement. The execution, delivery, and performance of this Agreement by Seller has been duly authorized by all necessary action of Seller's members. This Agreement has been duly executed and delivered to Buyer by Seller and constitutes a legal, valid, and binding obligation of Seller enforceable against Seller in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity.

7.3. No Violation. The execution and performance of this Agreement by Seller will not violate Seller's articles of organization, operating agreement, or any material order, rule, judgment or decree to which Seller or any of Seller's principals are subject, or breach any contract, agreement or other commitment to which Seller or its principals are a party or are bound.

7.4. Conveyance of Assets. At Closing, Seller shall convey to Buyer good and marketable title to all the Assets, free and clear of all liens, pledges, collateral assignments, security interests, leases, easements, covenants, restrictions and encumbrances or other defects of title except for the lien of any personal property taxes that will not become due until after the Closing Date.

7.5. Governmental Authorizations. Except for the FCC Licenses, Seller is unaware of any material licenses, permits, or authorizations from any Governmental Authority which are required to operate the Stations. The FCC Licenses are all the FCC authorizations held by Seller with respect to the Stations, and are all the FCC authorizations used in or necessary for the lawful operation of the Stations. The FCC Licenses are in full force and effect, are subject to no materially adverse conditions or restrictions, and are unimpaired by any acts or omissions of Seller or Seller's employees or agents.

7.6. Condition of Tangible Property. The Tangible Property is in good operating condition, ordinary wear and tear excepted. Between the date hereof and the Closing Date the Tangible Property will be maintained in accordance with

generally accepted standards in the broadcast industry and in material compliance with all applicable rules and regulations of the FCC and all applicable laws, regulations and ordinances issued by any Governmental Authority.

7.7. Contracts. The Contracts constitute all contracts and leases necessary for the operation of the Stations as they are currently operated by Seller.

7.8. Litigation. Except for proceedings affecting radio broadcasters generally, there is no complaint, investigation, or proceeding pending or, to Seller's Knowledge, threatened before or by the FCC, any other Governmental Authority, or any other person or entity relating to the business or operations of the Stations. There is no other litigation, action, suit, investigation or proceeding pending or, to the best of Seller's Knowledge, threatened that may give rise to any claim against any of the Assets or adversely affect Seller's ability to consummate the Transaction as provided herein. Seller is not aware of any facts that could reasonably result in any such proceedings.

7.9. Compliance with Law.

(a) Seller has in its conduct of the Stations' business complied in all respects material to this transaction with all applicable statutes, regulations and orders relating to the employment of labor, including those concerning wages, hours, equal employment opportunity, collective bargaining, and pension and welfare benefit plans.

(b) On or before the Closing Date, Seller will pay and discharge all taxes, assessments, excises and other levies relating to the Assets, including all FCC Regulatory Fees, which, if due and not paid, could result in a lien attaching to the Assets or otherwise would interfere with Buyer's full enjoyment and use of the Assets after Closing, except for such taxes, assessments, and other levies as will not be due until after the Closing Date.

7.9. Insurance. Seller has in effect casualty insurance policies covering the Assets to their full replacement value and shall continue such policies of insurance in effect until the closing date.

7.10. Insolvency Proceedings. No insolvency proceedings of any character, including without limitation bankruptcy, receivership, reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller or the Assets are pending or threatened. Seller have not made an assignment for the benefit of creditors or taken any action with a view to, or that would constitute a valid basis for, the institution of any insolvency proceedings. Upon consummation of the transactions provided for herein, Seller (i) will have sufficient capital to carry on their business and transactions, (ii) will be able to pay its debts as they mature or become due, and (iii) will own assets the fair market value of which will be greater than the sum of all liabilities of Seller not specifically assumed by Buyer pursuant to the terms of this Agreement.

8. BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS. Buyer hereby makes the following representations, warranties and covenants:

8.1 Existence and Power. Buyer is a limited liability company validly existing and in good standing under the laws of the State of _____ with the full power to enter into, deliver and perform this Agreement.

8.2. Binding Agreement. The execution, delivery, and performance of this Agreement by Buyer has been duly authorized by all necessary action of Buyer's members. This Agreement has been duly executed and delivered to Seller by Buyer and constitutes a legal, valid, and binding obligation of Buyer enforceable against Buyer in accordance with its terms except as such enforceability may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity.

8.3. No Violation. The execution and performance of this Agreement by Buyer will not violate Buyer's articles of organization, operating agreement or any material order, rule, judgment or decree to which Buyer or any of Buyer's principals are subject, or breach any contract, agreement or other commitment to which Buyer or its principals are a party or are bound.

8.4. Licensee Qualifications. Buyer is legally, financially, and otherwise qualified under the Communications Act of 1934, as amended, and the rules and regulations of the FCC to be the licensee of the Stations.

8.5. Litigation. There is no action, suit, investigation or other proceeding pending or to Buyer's Knowledge threatened that may adversely affect Buyer's ability to perform its obligations under this Agreement in accordance with the terms hereof, and Buyer is not aware of any facts that could reasonably result in any such proceeding.

9. PRE-CLOSING RIGHTS AND OBLIGATIONS. The parties covenant and agree as follows with respect to the period prior to Closing:

9.1. Application for FCC Consent. Within five (5) business days after the execution of this Agreement, Seller and Buyer shall join in and file the Assignment Application, and they shall diligently take all steps necessary or desirable and proper expeditiously to prosecute the Assignment Application and to obtain the FCC's determination that grant of the Assignment Application will serve the public interest, convenience and necessity.

9.2. Access. Between the date hereof and the Closing Date, Seller shall give Buyer and representatives of Buyer reasonable access during normal business hours to the Assets and to the books and records of Seller relating to the business of the Stations. No inspection or investigation made by or on behalf of Buyer or Buyer's failure to make any inspection or investigation shall affect Seller's representations, warranties, and covenants hereunder or be deemed to constitute a waiver of any of those representations, warranties, and covenants.

9.3. Administrative Violations. If Seller receives or becomes aware of any finding, order, complaint, citation or notice prior to Closing which states that any aspect of the Stations' operations violates any rule, regulation or order of the FCC or of any other Governmental Authority which affects the Assets (an "Administrative Violation"), including without limitation any rule, regulation or order concerning environmental protection, the employment of labor, or equal

employment opportunity, Seller shall use its best efforts to remove or correct the Administrative Violation and shall be solely responsible for the payment of all costs associated therewith, including any fines or back pay that may be assessed.

9.4. Risk of Loss. The risk of loss or damage to the Assets shall be upon Seller at all times prior to Closing. In the event of material loss or damage, Seller shall promptly notify Buyer thereof and use its best efforts to repair, replace or restore the lost or damaged property to its former condition as soon as possible. In the event that any loss, damage or destruction to the Assets has not been repaired, restored and/or replaced prior to the prescribed time for Closing hereunder, Buyer, in its sole discretion, may elect to (a) extend the time for Closing by an additional sixty (60) days to enable completion of repairs or restoration, or (b) proceed to Closing and Seller shall assign its rights to receive any insurance proceeds with respect to the damaged, lost, or destroyed assets to Buyer and, to the extent that the insurance proceeds so assigned are insufficient to cover all of the costs of repairing and/or replacing the assets that were damaged, lost or destroyed, the Purchase Price shall be adjusted to cover such shortfall.

9.5. Operations Prior to Closing. Between the date of this Agreement and the Closing Date:

(a) Seller shall operate the Stations in the normal and usual manner and conduct the Stations' business in the ordinary course and in material compliance with all applicable laws, regulations and orders of the FCC and other governmental authorities. To the extent consistent with such operations, Seller shall use its reasonable best efforts to: (i) maintain the present character and entertainment format of the Station KHYX and the quality of its programs; (ii) maintain the goodwill of the Stations' advertisers, suppliers, and employees; (iii) maintain the advertising sales and sales force of the Stations in a manner that is consistent with Seller's past performance and practice; (iv) maintain all of the Assets in a manner consistent with Seller's past practices; (vi) maintain its books and records in accordance with past practices; and (vii) comply in all material respects with

all laws, rules and regulations of all Governmental Authorities.

(b) Seller shall not (i) sell or otherwise dispose of any of the Assets except in the ordinary course of business and only if any material property disposed of is replaced by property of like or better kind, quality, and utility prior to Closing; (ii) enter into any contract, lease, or agreement that will impose any material obligation on Buyer after Closing except for contracts for the sale of advertising time entered into in the ordinary course of business which may be cancelled on thirty (30) days' notice; (iii) change Station KYHX's current call sign; or (iv) cause or permit any of the FCC Licenses to be revoked, suspended or materially modified.

9.6. Control of Stations. This Agreement shall not be consummated until after the FCC has given its written consent thereto, and between the date of this Agreement and Buyer shall not directly or indirectly control, supervise or direct, or attempt to control, supervise or direct the operations of the Stations. Such operations shall be the sole responsibility of Seller.

10. CONDITIONS PRECEDENT.

10.1. Mutual Conditions. The obligation of both Buyer and Seller to consummate the Transaction is subject to the satisfaction of each of the following conditions:

(a) Approval of Assignment Application. The FCC shall have granted the Assignment Application and such action (the "FCC Consent") shall be in full force and effect on the Closing Date.

(b) Absence of Litigation. As of the Closing Date, no action, suit or proceeding seeking to enjoin, restrain, or prohibit the consummation of the Transaction shall be pending before any court, the FCC, or any other Governmental Authority; provided, however, that this Paragraph may not be invoked by a party if any such action, suit, or proceeding was solicited or encouraged by, or instituted as a result of any act or omission of, such party.

10.2. Conditions to Buyer's Obligation. In addition

to satisfaction of the mutual conditions contained in Section 10.1, the obligation of Buyer to consummate the Transaction is subject, at Buyer's option, to the satisfaction of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of Seller to Buyer shall be true, complete, and correct in all material respects as of the Closing Date with the same force and effect as if then made.

(b) Compliance with Conditions. All of the terms, conditions and covenants to be complied with or performed by Seller on or before the Closing Date shall have been duly complied with and performed in all material respects.

(c) Final Order. The FCC's action granting the Assignment Application shall have become a Final Order.

(d) Third-Party Consents. Insofar as any of the Contracts are denoted by an asterisk on Schedule 2.4 hereto as being material to this transaction ("Material Contract"), except for the contracts so denoted which may be assigned to and assumed by Buyer without consent of the contracting party, Seller shall have obtained written consent to the assignment to, and assumption by, Buyer of Seller's rights and obligations under each such Material Contract.

(e) Closing Documents. Seller shall have delivered or caused to be delivered to Buyer all of the closing documents specified in Paragraph 11.2.1, all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably acceptable to Buyer.

10.3. Conditions to Seller's Obligation. In addition to satisfaction of the mutual conditions contained in Section 10.1, the obligation of Seller to consummate the Transaction is subject, at Seller's option, to satisfaction of each of the following conditions:

(a) Representations and Warranties. The representations and warranties of Buyer to Seller shall be true, complete and correct in all material respects as of the Closing Date with the

same force and effect as if then made.

(b) Compliance with Conditions. All of the terms, conditions and covenants to be complied with or performed by Buyer on or before the Closing Date shall have been duly complied with and performed in all material respects.

(c) Payment. Buyer shall have delivered to Seller the cash portion of the Purchase Price.

(d) Closing Documents. Buyer shall have delivered to Seller all the closing documents specified in Paragraph 11.2.2, all of which documents shall be dated as of the Closing Date, duly executed, and in a form reasonably satisfactory to Seller.

11. CLOSING.

11.1. Closing Date and Method. Unless Seller and Buyer agree otherwise: (i) the Closing Date shall be on the fifth (5th) business day after all of the conditions precedent other than the deliveries to be made on the Closing Date have been satisfied or waived and (ii) the Closing shall be accomplished on the Closing Date by exchanging the closing documents required by this Agreement and such other closing documents as the parties may reasonably require in person, by mail or air courier, by facsimile or by electronic exchange.

11.2. Performance at Closing. The following documents shall be delivered at Closing:

11.2.1. By Seller. Seller shall deliver or cause to be delivered to Buyer:

(a) A certificate executed by Seller's Managing Member attesting to Seller's compliance with the matters set forth in Section 10.2 (a);

(b) Assignments in form and substance reasonably satisfactory to Buyer transferring to Buyer all of the interests of Seller in and to the FCC Licenses and all other transferable licenses, permits, and authorizations issued by any other Governmental Authorities that are used in or necessary for the lawful operation of the Stations;

(c) A Bill of Sale in form and substance reasonably satisfactory to Buyer conveying to Buyer the Accounts Receivable and all of the Tangible and Intangible Property to Buyer; and

(e) One or more assignments assigning to Buyer all of Seller's right, title and interest in and to the Contracts.

11.2.2. By Buyer. Buyer shall deliver to Seller:

(a) A certificate executed by Buyer attesting to Buyer's compliance with the matters set forth in Section 10.3 (a).

(b) The cash portion of the Purchase Price;

(c) The Note;

(d) The Security Agreement;

(e) The Guaranty, and

(f) Such assumption agreements and other instruments and documents as are required to evidence Buyer's assumption of and obligation to pay, perform, and discharge Seller's obligations under the Contracts.

12. INDEMNIFICATION. The parties agree as follows with respect to the period subsequent to Closing:

12.1. Buyer's Right to Indemnification. For a period of one (1) year following the Closing Seller undertake and agree to indemnify and hold Buyer harmless against (i) any breach, misrepresentation, or violation of any of Seller's representations, warranties, covenants, or other obligations contained in this Agreement; (ii) all liabilities of Seller not assumed by Buyer; and (iii) any claims by third parties against Buyer attributable to Seller's ownership or operation of the Assets prior to Closing and not otherwise assumed by Buyer under this Agreement. This indemnity is intended by Seller to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, interest, penalties, costs, and expenses (including, without limitation, reasonable fees and disbursements of counsel), arising within said one (1) year period whether suit is instituted or not and, if instituted,

whether at the trial or appellate level, with respect to any and all of the specific matters set forth in this indemnity.

12.2 Seller's Right to Indemnification. For a period of one (1) year following the Closing Buyer undertakes and agrees to indemnify and hold Seller harmless against (i) any breach, misrepresentation, or violation of any of Buyer's representations, warranties, covenants, or other obligations contained in this Agreement; (ii) all liabilities of Buyer; and (iii) any claims by third parties against Seller attributable to Buyer's operation of the Stations after Closing. This indemnity is intended by Buyer to cover all acts, suits, proceedings, claims, demands, assessments, adjustments, interest, penalties, costs, and expenses (including, without limitation, reasonable fees and disbursements of counsel), arising during said one (1) year period whether suit is instituted or not and, if instituted, whether at the trial or appellate level, with respect to any and all of the specific matters set forth in this indemnity.

12.3 Procedure for Indemnification. The procedure for indemnification shall be as follows:

(1) The party claiming indemnification (the "Claimant") shall give written notice to the party from which indemnification is sought (the "Indemnitor") promptly after the Claimant learns of any claim or proceeding covered by the foregoing agreements to indemnify and hold harmless; provided, however, that the Claimant's failure to give the Indemnitor prompt notice shall not bar the Claimant's right to indemnification unless such failure has materially prejudiced the Indemnitor's ability to investigate or defend against the claim or proceeding.

(2) With respect to claims between the parties, following receipt of notice from the Claimant of a claim, the Indemnitor shall have thirty (30) days to make any investigation of the claim that the Indemnitor deems necessary or desirable. For the purpose of this investigation, the Claimant agrees to make available to the Indemnitor and its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnitor cannot agree as to the validity and amount of the claim within the 30-day period (or any mutually agreed upon

extension hereof), the Claimant may seek appropriate legal remedies.

(3) With respect to any third-party claims as to which the Claimant is entitled to indemnification, the Indemnitor shall have the right to employ counsel reasonable acceptable to the Claimant to defend against any such claim or proceeding, or to compromise, settle or otherwise dispose of the same, if the Indemnitor deems it advisable to do so, all at the expense of the Indemnitor. The parties will fully cooperate in any such action, and shall make available to each other any books or records useful for the defense of any such claim or proceeding. If the Indemnitor fails to acknowledge in writing its obligation to defend against or settle such claim or proceeding within twenty (20) days after receiving notice thereof from the Claimant (or such shorter time specified in the notice as the circumstances of the matter may dictate) the Claimant shall be free to engage counsel of its choice and defend against or settle the matter, all at the expense of the Indemnitor.

12.4 Indemnification Not Sole Remedy. The right to indemnification hereunder shall not be the exclusive remedy of either party in connection with any breach by the other party of its representations, warranties, or covenants, nor shall such indemnification be deemed to prejudice or operate as a waiver of any remedy to which either party may otherwise be entitled as a result of any such breach by the other party.

13. DEFAULT AND REMEDIES.

13.1. Opportunity to Cure. If either party believes the other to be in default hereunder, the former party shall provide the other with written notice specifying in reasonable detail the nature of such default. If the default has not been cured within ten (10) days after delivery of that notice, then the party giving such notice may exercise the remedies available to such party pursuant to this Section, subject to the right of the other party to contest such action through appropriate proceedings. If a notice of default is given ten (10) days or less prior to the Closing Date, the Closing Date shall be automatically extended to first business day following the last day of the "cure" period. The foregoing notwithstanding, if the default is one that cannot be cured with reasonable diligence

within ten (10) days, but could be cured within an additional thirty (30) days and the defaulting party is diligently attempting to cure the default, then the non-defaulting party may not terminate this Agreement on account of such default until such additional thirty (30) day period has elapsed without a cure.

13.2. Seller's Remedies. Buyer recognizes that if the transaction contemplated by this Agreement is not consummated as a result of Buyer's breach of this Agreement, Seller would be entitled to compensation, the extent of which is extremely difficult and impractical to ascertain. To avoid this problem, the parties agree that if this Agreement is not consummated the Escrow Deposit, including all interest accrued thereon, shall be delivered to Seller as liquidated damages in lieu of any other remedies to which Seller might otherwise be entitled due to Buyer's wrongful failure to consummate the Transaction.

13.3. Buyer's Remedies. Seller agrees that the Assets include unique property that cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, Buyer shall have the right, if Buyer is not in material default in its obligations hereunder, specifically to enforce Seller's performance under this Agreement, and Seller agrees to waive the defense in any such suit that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy. The right to have this Agreement specifically performed shall be Buyer's sole remedy in the event of Seller's default hereunder.

14. TERMINATION.

14.1. Failure to Obtain FCC Consent. This Agreement may be terminated at the option of either party upon written notice to the other if the Closing has not occurred within nine (9) months after the date on which the FCC releases a public notice that the Assignment Application has been accepted for filing; provided, however, that a party may not terminate this Agreement if such party is in default hereunder, or if a delay in any decision or determination by the FCC respecting the Assignment Application has been caused or materially contributed to (i) by any failure of such party to furnish, file or make available to the FCC information within its control; (ii) by the

willful furnishing by such party of incorrect, inaccurate or incomplete information to the FCC; or (iii) by any other action taken by such party for the purpose of delaying the FCC's decision or determination respecting the Assignment Application.

14.2. Termination Due to Breach. This Agreement may be terminated by either party due to a material breach of this Agreement by the non-breaching party giving written notice of such termination. In such event, the non-breaching party shall be entitled to the remedies specified in Sections 13.2 and 13.3 hereof.

15. ENFORCEMENT OF REMEDIES; DISPUTES. Except for the right of Buyer to seek specific performance of this Agreement which shall be pursued in an appropriate court and the right of either party to enforce the provisions of or any determination made pursuant to this section, the parties agree to resolve any disputes arising out of or in connection with this Agreement as provided in this section.

15.1. Appointment of Arbitrator. If any dispute is not resolved in the time permitted by this Agreement or, if no time is specified, within five days of the date either party gives the other notice that it intends to invoke the provisions of this section, each party will immediately name one representative (an "Arbitrator") who shall be a person with one of the following qualifications (a) substantial experience in radio ownership or management, (b) an attorney with substantial experience in performing legal services for broadcasting licensees, or (c) a radio broadcasting consultant, and, within ten (10) business days of the second of the Arbitrator's being appointed, the two Arbitrators so selected shall select a third Arbitrator with similar qualifications. If one party names a Arbitrator within the time period specified herein and the other party fails to do so, the named Arbitrator shall have the full power and authority to resolve the dispute pursuant to the provisions of this Article 15.

15.2. Decision Process. Each party may submit such materials as it may elect to the Arbitrators provided that a copy of such material is delivered by hand or overnight courier to the other party. Neither party will contact any of the Arbitrators to discuss the dispute unless the other party is present in person or by conference telephone call or the other

party consents. The Arbitrators will request and review such information they may deem necessary to resolve the dispute. At the request of either party, the Arbitrators may hold a hearing at which the Arbitrators may take testimony. The presentation of evidence shall be governed by the Federal Rules of Evidence, but the Arbitrators shall not be obligated to reject evidence based on any "hearsay" rule. The Arbitrators and each party will treat all information received by it as confidential and will destroy such information when the dispute is resolved. The Arbitrators will resolve the matters presented to them so as to give each Party the benefit of its bargain by applying the provisions of this Agreement and, to the extent the Agreement is not dispositive, the customs and practices which, in the view of Arbitrators, are common to transactions of this nature. The Arbitrators will render their decision as soon as possible, and shall endeavor to render their decision within ninety days of their appointment. The decision will be in writing and signed by the Arbitrators. The decision may include an award of damages as permitted by this Agreement. Any third party may rely upon an original copy of the written decision or a copy of the decision certified by any of the Arbitrators as evidence of the decision.

15.3. Binding Effect. The decision of the Arbitrators will be binding and final with respect to both parties and may be enforced by seeking preliminary and permanent injunctive relief or entry of a judgment by a court of competent jurisdiction.

15.4. Costs and Fees. Each party will bear the costs and fees of the representative appointed by it plus half of the initial fee, costs and expenses of the Arbitrators, subject to the obligation to reimburse the party deemed by the Arbitrator to be not at fault or less at fault for such disbursements. If the Arbitrators determine that the position of a party lacks substantial merit or was taken primarily to delay or otherwise impair the business efforts of the other party, then that party will be liable for the costs and fees of the Arbitrators plus the other party's reasonable attorney's fees and for a reasonable amount of punitive damages as determined by the Arbitrators.

15.5. Venue. The parties agree that unless they otherwise agree, the exclusive venue for any arbitration proceedings shall

be Reno, Nevada.

SELLER'S ACCOUNTS RECEIVABLE.

On the Closing Date, Seller shall provide Buyer with a listing of all of Seller's accounts receivable as of that date (the "Accounts Receivable") and shall assign to Buyer the Accounts Receivable for purposes of collection only. Buyer shall use such efforts as are reasonable and in the ordinary course of business to collect the Accounts Receivable for a period of one hundred twenty days (120) days following the Closing Date (the "Collection Period"). This obligation, however, shall not extend to the institution of litigation, employment of counsel, or any other extraordinary means of collection. So long as the Accounts Receivable are in Buyer's possession, neither Seller nor its agents shall make any solicitation of them for collection purposes or institute litigation for the collection of any amounts due thereunder. All payments received by Buyer during the Collection Period from any person or entity obligated with respect to any of the Accounts Receivable shall be applied first to Seller's accounts and only after full satisfaction thereof to Buyer's account; provided, however, that if during the Collection Period any account debtor contests in writing the validity of its obligation with respect to any account receivable, then Buyer shall return that account receivable to Seller after which Seller shall be solely responsible for the collection thereof. Seller shall be responsible for the payment of all salesperson's, agency, and representative commissions due with respect to the Accounts Receivable. Within ten (10) days after the end of each calendar month during the Collection Period (or if such day is a weekend or holiday, on the next business day), Buyer shall furnish Seller with a list of the Accounts Receivable collected during the prior calendar month and Buyer shall remit the total amount collected during such month to Seller. Any of the Accounts Receivable that are not collected during the Collection Period shall be reassigned to Seller at the end of the Collection Period after which Buyer shall have no further obligation to Seller with respect to the Accounts Receivable; provided, however, that all funds subsequently received by Buyer (without time limitation) that can be specifically identified, whether by accompanying invoice or otherwise, as a payment on any account receivable belonging to Seller shall be promptly paid to Seller. Buyer shall not have

the right to compromise, settle, or adjust the amounts of any of the without Seller's prior written consent, or to withhold any proceeds from the Accounts Receivable or to retain any uncollected account receivable after the expiration of the Collection Period for any reason whatsoever.

17. GENERAL PROVISIONS.

17.1. Brokerage. Seller has retained Dale Ganske as broker in connection with this Transaction and shall be solely responsible for the payment of any commission's or fees due to Ganske. Except as stated in the previous sentence, each party represents to the other that it has not employed any broker or finder in connection with the Transaction and agrees to indemnify the other party and hold it harmless against any claim from any broker or finder based upon any agreement, arrangement, or understanding alleged to have been made by Seller or Buyer, as the case may be.

17.2. Expenses. The FCC filing fee for the Assignment Application shall be paid equally by Buyer and Seller. Any sales, use or transfer taxes applicable to this Transaction shall be by the party that customarily pays such taxes in Nevada. Except as otherwise provided herein, all other expenses incurred in connection with this Agreement or the Transaction shall be paid by the party incurring those expenses whether or not the Transaction is consummated.

17.3. Notices. Any notice, demand, or request required or permitted to be given under the provisions of the Agreement shall be in writing and shall be deemed to have been duly delivered on the date of personal delivery or on the date of delivery by email with a "read receipt" or other confirmation of delivery, or on the date of receipt if mailed by registered or certified mail, postage prepaid and return receipt requested, and shall be deemed to have been received on the date of personal delivery or on the date set forth on the return receipt, to the following addresses, or to such other address as a party may request. Notice made in accordance with this section shall be deemed delivered upon receipt.

To Seller: Ruby Radio of Humboldt County, LLC
 1750 Manzanita, Suite One
 Elko, NV 89801

Email: ken@rubyradio.fm
Attn: Ken Sutherland

With a copy that shall not constitute notice sent to:

David Tillotson, Esq.
4606 Charleston Ter NW
Washington, DC 20007
Email: dtlaw67@starpower.net

To Buyer: Nomadic Broadcasting, LLC.
2895 Fairwood Drive
Reno, NV 89502
Attn: Jason Crosset, Managing Director
Email: jaceedwards@hotmail.com

With a copy that shall not constitute notice sent to:

[Attorney address]

Either party may change its address for notices by written notice to the other given pursuant to this Section. Any notice purportedly given by a means other than as set forth in this Section shall be deemed ineffective.

17.4. Assignment. Buyer may assign its rights and obligations under this Agreement to any entity controlled by Buyer without Seller's consent provided that such assignment will not delay FCC action on the Assignment Application, and further provided that Buyer shall also remain liable for all of Buyer's obligations hereunder. Except as stated in the preceding sentence, neither party may assign its rights and obligations hereunder without the written consent of the other party which consent will not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assignees.

17.5. Exclusive Dealings. For so long as this Agreement remains in effect, neither Seller nor any person acting on Seller's behalf shall solicit, initiate, or accept any offer from, or conduct any negotiations with, any person concerning the acquisition of the Stations or the Assets, directly or

indirectly, by any party other than Buyer or Buyer's permitted assignees.

17.6. Third Parties. Nothing in this Agreement, whether express or implied, is intended to: (i) confer any rights or remedies on any person other than Seller, Buyer, and their respective successors and permitted assignees; (ii) to relieve or discharge the obligations or liability of any third party; or (iii) to give any third party any right of subrogation or action against either Seller or Buyer.

17.7. Indulgences. Unless otherwise specifically agreed in writing to the contrary: (i) the failure of a party at any time to require performance by another party of any provision of this Agreement shall not affect such party's right thereafter to enforce the same; (ii) no waiver by any party of any default by the another party shall be taken or held to be a waiver by such party of any other preceding or subsequent default; and (iii) no extension of time granted by a party for the performance of any obligation or act by another party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

17.8. Survival of Representations and Warranties. The several representations, warranties, and covenants of the parties contained herein shall survive the Closing for a period of one (1) year ; provided, however, that those specific matters as to which claims for indemnification have been duly made before the expiration of such one-year period shall survive until those claims have been resolved.

17.9. Prior Negotiations. This Agreement supersedes in all respects all prior and contemporaneous oral and written negotiations, understandings and agreements between the parties with respect to the subject matter hereof. All of said prior and contemporaneous negotiations, understandings and agreements are merged herein and superseded hereby.

17.10. Schedules. The Schedules and Exhibits attached hereto or referred to herein are a material part of this Agreement, as if set forth in full herein.

17.11. Entire Agreement; Amendment. This Agreement sets forth the entire understanding between the parties in connection

with the Transaction, and there are no terms, conditions, warranties or representations other than those contained, referred to or provided for herein and therein. Neither this Agreement nor any term or provision hereof may be waived, altered or amended in any manner except by an instrument in writing signed by the party against whom the enforcement of any such change is sought.

17.12. Counsel. Each party has been represented by its own counsel in connection with the negotiation and preparation of this Agreement and, consequently, each party hereby waives the application of any rule of law that would otherwise be applicable in connection with the interpretation of this Agreement, including but not limited to any rule of law to the effect that any provisions of this Agreement shall be interpreted or construed against the party whose counsel drafted the provision.

17.13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Nevada without regard to the choice of law rules utilized in that jurisdiction.

17.14. Severability. If any term of this Agreement is illegal or unenforceable at law or in equity, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Any illegal or unenforceable term shall be deemed to be void and of no force and effect only to the minimum extent necessary to bring such term within the provisions of applicable law and such term, as so modified, and the balance of this Agreement shall then be fully enforceable.

17.15. Waiver of Jury Trial; Attorney's Fees. If, notwithstanding the provisions of Section 15, any law suit is filed to resolve an issue as to the interpretation or enforcement of this agreement and is not dismissed on the basis of Section 15, each party irrevocably waives trial by jury and the right thereto in any and all litigation in any court with respect to, in connection with, or arising out of this Agreement.

17.16. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature

on each such counterpart were on the same instrument. Each fully executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, and to evidence their assent to the foregoing, Seller and Buyer have executed this Asset Purchase Agreement as of the date first written above.

RUBY RADIO OF HUMBOLDT COUNTY, LLC

By; _____
Ken Sutherland, Managing Member

NOMADIC BROADCASTING, LLC.

By: _____
Jason Crossett, Managing Director

SCHEDULE 2.1

FCC LICENSES AND AUTHORIZATIONS

License for Station KHYX, Winnemucca, Nevada, Facility ID 16102

License for FM Translator K232KB, Winnemucca, Nevada,
Facility ID 28107

SCHEDULE 2.2

Tangible Property

SCHEDULE 2.3.

Contracts, Leases and Agreements to be Assigned and Assumed

ESCROW AGREEMENT

This ESCROW AGREEMENT (this "Agreement") is made as of Feb. ____ , 2016, by and among Ruby Radio of Humboldt County, LLC; Ken and Alene Sutherland, co-managing members, (the "Seller") and Nomadic Broadcasting Inc. Jason Crossett, President and Kelly Crossett, Vice-President, as the Buyer (the "Buyer") and Hawkeye Radio Properties, Inc , Dale A. Ganske, President, as the Escrow Agent (the "Escrow Agent"). All capitalized terms used herein shall have the meanings assigned to them in that certain Asset Purchase Agreement by and between Buyer and Seller dated as of the date hereof (the "Purchase Agreement").

RECITALS

WHEREAS, the Seller and Buyer have entered into the Purchase Agreement, pursuant to which Seller shall sell and Buyer shall buy all of the Assets of a certain radio broadcast station KHYX and FM Translator K232KB ; and

WHEREAS, Section ____ of the Purchase Agreement requires the Buyer to deposit the sum of \$21,500 (Twenty-One Thousand Five Hundred Dollars) (the "Earnest Money") with the Escrow Agent to be held in escrow by Hawkeye Radio Properties, Inc., the Escrow Agent in a separate account.

NOW THEREFORE, the parties agree as follows:

AGREEMENT

1. **EARNEST MONEY.** Escrow Agent hereby acknowledges the receipt of the sum of \$21,500 (Twenty-One Thousand Five Hundred Dollars) that shall be held in escrow pursuant to the terms of this Agreement.
2. **ESCROW ACCOUNT.** The Escrow Agent agrees to accept the Earnest Money and to establish and maintain a separate account therefore. Buyer shall be responsible for the fees and costs of such Escrow Account,(\$100 plus any wiring and bank fees) which shall be generated in a Money Market Account with the Bank of Prairie du Sac; Prairie du Sac, Wisconsin.
3. **INVESTMENT OF EARNEST MONEY.** The Escrow Agent may invest and reinvest the Escrow Fund in money market funds (and other liquid securities) (the "Obligations") as directed by Buyer. Interest

and other earnings on the Obligations shall be disbursed to the Buyer upon request. Any loss incurred in the Earnest Money shall be borne by the Buyer, who shall be responsible for immediately reimbursing and maintaining the balance of the Earnest Money.

4. RELEASE OR SUBSTITUTION OF EARNEST MONEY. Escrow Agent shall release and distribute the Escrowed Funds as follows:

(a) In the event the transaction contemplated by the Purchase Agreement closes in the manner contemplated therein, the Escrow Deposit shall be delivered to Seller at the Closing as part of (or all) the Purchase Price.

(b) On the thirtieth (30th) day after Escrow Agent's receipt of written notice from the Seller (with evidence of service of such notice on Buyer) stating that the Purchase Agreement is to be terminated prior to the Closing (as defined by the Purchase Agreement) and Seller is requesting the Escrowed Funds as liquidated damages pursuant to the Purchase Agreement, then the Escrow Agent shall pay the Escrowed Funds to Seller, provided, however, that Escrow Agent shall make no such payment if Buyer, prior to the expiration of the aforesaid 30-day period, has provided Escrow Agent with a countervailing claim to the Escrowed Funds or otherwise claims that Seller is not entitled to the Escrowed Funds, in which event Escrow Agent will make no distribution of the Escrowed Funds unless and until (i) it receives joint notice, signed by both Buyer and Seller, containing instructions as to the disposition of the undistributed Escrow Funds, or (ii) it has received a decision of the Dispute Panel provided for in Section 15 of the Purchase Agreement directing the disposition of the Escrow Funds

(c) On the thirtieth (30th) day after Escrow Agent's receipt of written notice from the Buyer (with evidence of service of such notice on Seller) that the Purchase Agreement is to be terminated prior to the Closing, and Buyer is requesting return of the Escrowed Funds, then the Escrow Agent shall return the Escrowed Funds to the Buyer provided, however, that Escrow Agent shall make no such distribution if Seller, prior to the expiration of the aforesaid 30-day period, has provided Escrow Agent with a countervailing claim to the Escrowed Funds or otherwise claims that Buyer is not entitled to the Escrowed Funds, in which event Escrow Agent will make no distribution of the Escrowed Funds unless and until (i) it receives a joint notice, signed by both Buyer and Seller, containing instructions as to the disposition of the Escrowed Funds or (ii)) it has received a decision of the Dispute Panel provided for in Section 15 of the Purchase Agreement directing the disposition of the Escrow Funds

(d) Notwithstanding the foregoing, the Escrow Agent shall comply with any instructions signed by both Buyer and Seller concerning disposition of the Escrowed Funds.

5. HOLD HARMLESS. The Buyer and Seller agree to hold the Escrow Agent harmless and indemnify the Escrow Agent against any loss, liability, expense (including reasonable attorneys' fees and expenses), claim or demand arising out of or in connection with the performance of the Escrow Agent obligations in accordance with the provisions of this Agreement. Notwithstanding the foregoing, it is

specifically understood and agreed that in the event the Escrow Agent is found guilty of gross negligence or willful misconduct in the exercise of its responsibilities hereunder, the indemnification provisions of this Agreement shall not apply.

6. DUTIES OF ESCROW AGENT. The Escrow Agent's duties are only such as are specifically provided herein, and the Escrow Agent shall incur no liability whatsoever to the Seller or the Buyer except for gross negligence or willful misconduct. The Escrow Agent shall have no responsibility hereunder other than to follow faithfully the instructions herein contained. The Escrow Agent shall be fully protected in acting in accordance with any written instructions given to it hereunder. The Escrow Agent shall not be liable for interest on the Escrow Fund except as specifically agreed upon by the Escrow Agent and the respective parties hereto.

7. INTERPLEADER. If any two parties shall be in disagreement about the interpretation of this Agreement, or rights or obligations hereunder or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, in its sole discretion, file an action in interpleader to resolve said disagreement. The Escrow Agent shall be indemnified for all costs, including reasonable attorneys' fees, in connection with aforesaid interpleader action, and shall be fully protected in suspending all or a part of its activities under this Agreement until a final judgment in the interpleader action is received.

8. RESIGNATION OF ESCROW AGENT. The Escrow Agent may resign at any time by giving written notice thereof to the other parties hereto, but such resignation shall not become effective until a successor escrow agent shall have been appointed and shall have accepted such appointment in writing. If an instrument of acceptance by a successor escrow agent shall not have been delivered to the Escrow Agent with 30 days after the giving of such notice or resignation, the resigning Escrow Agent may at the expense of the purchaser and the Selling Parties petition any court of competent jurisdiction for the appointment of a successor escrow agent.

9. NOTICE. All notices, requests, demands and other communications hereunder shall be in writing, and shall be deemed to have been duly received if delivered in person or by facsimile and confirmed by mail, or mailed by registered or certified mail (return receipt requested) or overnight courier, express mail, postage prepaid as follows:

If to Buyer: Nomadic Broadcasting, Inc.

Jason Crossett

If to Seller: Ruby Radio Corporation

c/o Ken Sutherland

1750 Manzanita Drive, Suite 1

Elko, Nv. 89801

If to Escrow Agent:

Attention: Dale A. Ganske, President

Hawkeye Radio Properties, Inc.

3325 Conservancy Lane

Middleton, Wi.

53562

E-Mail: dalehawkradio@yahoo.com

and a Copy to: David Tillotson

4606 Charleston Terrace N.W.

Washington, D.C.

20007-1911

or to such other address as any party hereto shall have designated by notice in writing to the other parties hereto.

10. This Agreement shall be construed in accordance with the laws of the State of Nevada

without regard to its conflict of law principles.

11. This Agreement may be executed in several counterparts, each one of which shall constitute an original and all collectively shall constitute one instrument. Counterpart signature pages may be delivered by facsimile or other electronic means and shall have the same force and effect as if an original had been delivered, notwithstanding the foregoing, each party shall deliver the original executed signature page by overnight courier within five (5) days of such electronic delivery.

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

By: _____

Jason Crossett, President

Nomadic Broadcasting, Inc.

By : _____

Ken Sutherland, Managing co-member

Ruby Radio of Humboldt County, LLC

By: _____

Kelly Crossett, Vice-President

Nomadic Broadcasting, Inc.

By: _____

Alene Sutherland, Managing co-member

Ruby Radio of Humboldt County, LLC

EXHIBIT C

PURCHASE MONEY NOTE

\$175,000.00

[date]

The undersigned (the "Maker") promises to pay to the order of RUBY RADIO, LLC (the "Seller") or assigns, in lawful money of the United States, the principal sum of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) plus simple interest on the unpaid principal (the "Principal Balance") at the rate of six percent (6%) per annum from the date hereof until the Principal Balance has been paid in full.

Section 1. Payment Terms.

This Note shall be amortized based on a ten year amortization schedule by the payment of level monthly installments of principal and interest each in the amount of One Thousand Nine Hundred Forty-Two Dollars and Eighty-Six Cents (\$1,942.86), the first of which amortization payments shall be due on the day which is one month after the date of this Note with subsequent amortization payments being due on the same day of each succeeding month until this Note has been paid in full. On the fifth anniversary of this Note, the remaining Principal Balance and all accrued interest shall be paid in full.

If any payment required pursuant to this Note is not received by Seller by the fifth (5th) day after it is due, Maker shall pay Seller a late payment penalty of One Hundred Dollars (\$100.00). The late payment penalty shall be immediately due and payable.

Maker may pre-pay this Note in whole or in part at any time and from time to time at its sole option without premium or penalty. .

Section 2. Security.

The obligations of the Maker evidenced by this Note are secured by (i) a Security Agreement of even date herewith between Maker and Seller (the "Security Agreement") and (ii) by the personal guarantees of Maker's members pursuant to a Guaranty of even date herewith.

Section 3 Default.

(a) The occurrence of any one or more of the following events shall constitute a default under this Note (a "Default"): (i) the failure of the Maker to pay any installment of principal when due and continuation of such failure for ten (10) business days after written notice of such failure is given to Maker by the holder of this Note; (ii) the failure of the Maker to perform any of its other obligations under this Note when such performance is due and the continuation of such failure for ten business (10) days after written notice of such failure is given to the Maker by the holder of this Note; or (iii) the occurrence of an Event of Default under the Security Agreement or the Guaranty, (iv) the sale by Maker of all or substantially all of the assets used or useful in the operation of the Stations; (v) the sale, transfer, or other conveyance of the controlling interest in the Stations' FCC licenses to any third party, other than pursuant to a transaction for which the consent of the FCC may properly be requested and obtained on a "short form" (FCC Form 316) application; or (vi) the sale of all or substantially all of the air time and/or advertising time available on the Stations pursuant to a "time brokerage, "local marketing" or "joint sales" agreement.

(b) Whenever there is a Default under this Note, Seller, at its option, may declare all amounts payable under this Note not previously paid immediately due and payable, and exercise any and all rights and remedies available to it hereunder, and under applicable laws. Upon the occurrence of a Default under this Note, interest shall accrue on all amounts owed to Seller at a rate of the lesser of 12% per annum or the maximum amount allowed by applicable law.

Section 4. Place of Payment and Notices.

(a) Place of Payment. All payments on this Note shall be paid at the address of the Seller set forth for notices in subsection (b), or such other place as may be provided by other provisions of this Note.

(b) Notices. Any notice or other communication required or permitted to be given hereunder shall be in writing, and shall be delivered to the parties at the addresses set forth below (or to such other addresses as the parties may specify by due notice to the other). Notices or other communications given by certified mail, return receipt requested, postage prepaid, shall be deemed given when received.

To Seller: Ruby Radio of Humboldt County, LLC

1750 Manzanita, Suite One
Elko, NV 89801
Email: ken@rubyradio.fm
Attn: Ken Sutherland

With a copy that shall not constitute notice sent to:

David Tillotson, Esq.
4606 Charleston Ter NW
Washington, DC 20007
Email: dtlaw67@starpower.net

To Maker: Nomadic Broadcasting, Inc.

Attn: Jason Crosset, Managing Director
Email: jaceedwards@hotmail.com

With a copy that shall not constitute notice sent to:

[Attorney address]

Section 5: Miscellaneous.

(a) Each right, power and remedy of the holder under this Note or under applicable laws shall be cumulative and concurrent, and the exercise of any one or more of them shall not preclude the simultaneous or later exercise by the holder of any or all such other rights, powers or remedies. No failure or delay by the holder to insist upon the strict performance of any one or more provisions of this Note or to exercise any right, power or remedy consequent upon a breach thereof or default hereunder shall constitute a waiver thereof, or preclude the holder from exercising any such right, power or remedy. No modification, change, waiver or amendment of this Note shall be deemed to be made unless in writing signed by the party to be charged. Except as otherwise expressly provided, the Maker and each endorser, guarantor, accommodation party and surety of this Note hereby waives demand, presentment for payment, protest, notice of dishonor and notice of protest. This Note shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. The invalidity, illegality or unenforceability of any provision of this Note shall not affect or impair the validity, legality or enforceability of any other provision. This Note shall be deemed to be made in and shall be governed by the laws of the State of Nevada without reference to that State's conflict of law principles.

(b) The Maker shall be liable to the holder of this Note for all reasonable costs and expenses of every kind incurred in the collection of this Note, including, without limitation, reasonable attorneys' fees and court costs actually incurred.

IN WITNESS WHEREOF, Nomadic Broadcasting, Inc. has caused this Purchase Money Note to be executed and delivered by its duly authorized corporate officers as of the __ day of _____, 2016.

NOMADIC BROADCASTING, INC.

By: _____
Jason Cossett, Managing Dir

EXHIBIT D

SECURITY AGREEMENT

This Security Agreement, made this ___ day of _____, 2016, by and between RUBY RADIO OF HUMBOLDT COUNTY, LLC ("Secured Party") and NOMADIC BROADCASTING, INC. ("Debtor").

WITNESSETH:

WHEREAS, simultaneously herewith Debtor is acquiring from Secured Party all of the assets, including FCC authorizations, used in the operation of Radio Stations KHYX, and FM Translator Stations K232BK, both Winnemucca, Nevada (the "Stations") pursuant to an Asset Purchase Agreement dated as of February __, 2016, by and between Secured Party and Debtor (the "Purchase Agreement");

WHEREAS, Debtor has delivered to Secured Party Debtor's Purchase Money Note of even date herewith for the principal sum of One Hundred Seventy-Fifty Thousand Dollars (\$175,000.00) in partial payment for the assets and licenses of the Stations (the "Note").

WHEREAS, Debtor has agreed to execute and deliver this instrument to Secured Party as security for the faithful and timely performance of Debtor's obligations under the Note;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Grant of Security Interest. Debtor hereby grants to Secured Party an interest in all the tangible and intangible personal property of Debtor used or held for use in the operation of the Stations, whether now owned or hereafter acquired, excluding any and all authorizations issued to Debtor by the FCC for the operation of the Stations ("FCC Licenses"), but including, without limitation, Debtor's right to receive the proceeds from any sale, transfer, assignment or other disposition of the FCC Licenses; all transmission and studio equipment, fixtures, physical assets and other equipment acquired by Debtor for use at the Stations; all contracts, agreements, rights, privileges, nongovernmental licenses, permits and leases entered into by, or granted to, Debtor in connection with Debtor's ownership or operation of the Stations; all slogans, jingles, trademarks, tradenames, service marks, logos, copyrights, and similar materials relating to the

Stations; and the goodwill and other intangible assets owned by Debtor, or hereafter created or acquired by Debtor, used in the operation of the Stations (all of the foregoing hereinafter referred to as the "Collateral").

2. Purpose of Secured Interest. The security interest granted hereby is to secure the timely performance by Debtor and its successors and assigns of all obligations of Debtor to Secured Party under the Note, however created, arising or evidenced, whether direct or indirect, absolute or contingent, or now or hereafter existing, or due or to become due.

3. Possession and Use. Until Default (as hereinafter defined), Debtor may have possession of the Collateral and use same in any lawful manner not inconsistent with this Security Agreement or with any policy of insurance on any of the Collateral.

4. Representations and Warranties. Debtor hereby represents, warrants and covenants that:

(a) The Collateral will not be misused or abused, wasted, or allowed to deteriorate except for ordinary wear and tear occasioned by its intended primary use.

(b) The Collateral will be used by Debtor only for the purpose of conducting the operations of the Stations.

(c) The Collateral will be insured until this Security Agreement is terminated against all standard risks to which it is exposed in such amounts (which need not exceed the aggregate outstanding balance under the Note from time to time), with such companies, under such policies, and in such form, all as shall be reasonably satisfactory to Secured Party, with benefits payable to Secured Party as its interests may appear. Duplicate policies or certificates thereof shall be deposited with Secured Party at Secured Party's request.

(d) Debtor will pay or cause to be paid when due all rents, royalties, or other amounts payable, and perform or cause to be performed each of its obligations when performable, under all agreements and other instruments affecting the Collateral or any part thereof, and will do all things necessary to keep unimpaired Debtor's rights thereunder.

(e) The Collateral may be inspected by Secured Party at any reasonable time during regular business hours upon reasonable advance notice to Debtor.

(f) Debtor will cooperate with Secured Party in executing and, filing and refiling under the Uniform Commercial Code such financing statements, continuation statements, and other documents in such offices as Secured Party may reasonably deem

necessary or appropriate and wherever required or permitted by law to perfect and preserve Secured Party's security interest in the Collateral. Debtor hereby authorizes Secured Party to file financing statements and amendments thereto relative to all or any part of the Collateral without the signature of Debtor where permitted by law, and agrees to do such further acts and things and to execute and deliver to Secured Party such additional conveyances, assignments, agreements and instruments as Secured Party may reasonably require or deem advisable to effectuate this Security Agreement.

(g) The Collateral will be used in the business of the Stations and will remain in Debtor's possession or control at all times, provided that Debtor may sell, lease, transfer or otherwise dispose of portions of the Collateral in the ordinary course of business, provided, however, that if such Collateral is replaced, it will be replaced by assets of comparable value, which replacements shall be subject to this Security Agreement.

(h) Except as may be contested by Debtor in good faith, Debtor will pay all taxes on the Collateral promptly and when due, and should Debtor fail to do so and a tax lien attaches, Secured Party may pay such taxes and add the same to the Notes, and such monies so expended will bear simple interest at the rate of five percent (5%) per annum until repaid.

(i) Debtor will operate the Stations in material compliance with the rules and regulations of the FCC and all federal, state and local laws applicable to the ownership and use of the Collateral and the operation of the business of the Stations, including health, zoning and police regulations.

(j) Until the Note has been paid in full, Debtor will maintain in effect "key man" life insurance on the life of its Managing Director Jason Cossette in an amount equal to at least the unpaid balance of the Note and in the event of the death of Jason Cossett, Debtor shall apply the proceeds from such policy of insurance to pay the outstanding balance of the Note. Upon execution of this Agreement, and from time to time thereafter at the request of Secured Party, Debtor shall provide Secured Party with proof that such insurance remains in effect.

5. Events of Default. Any one or more of the following shall constitute a Default hereunder:

(a) If a Default shall occur under the Note or the Guaranty;

(b) If Debtor fails to perform any material covenant, condition or provision of this Security Agreement;

(c) If Debtor shall fail to comply with a Final Order or Decree, no longer subject to administrative or judicial review, of any federal, state, municipal, or other governmental authority relating to the Collateral requiring compliance with any applicable statute, requirement, rule or regulation;

(d) If the Collateral is levied upon by virtue of an execution issued upon any judgment or any other legal process, and Debtor is not in good faith diligently defending in proper proceedings against any such judgment, writ, or other proceeding seeking to seize the Collateral; or if Debtor becomes insolvent, if a petition or arrangement in bankruptcy is filed by or against Debtor, provided that it shall not be an event of default in the case of a petition filed against Debtor unless such petition is not dismissed within sixty (60) days of filing, or if a general assignment for the benefit of creditors be made by Debtor;

(e) If Debtor permits the Collateral to be subjected to any mortgage, lien, encumbrance which is superior to the lien created by this Security Agreement.

6. Remedies on Default. Upon the occurrence of a Default, Secured Party shall give Debtor notice of such Default. If such Default has not been cured, in the case of a monetary default, within five (5) business days after Debtor's receipt of such notice, or, in the case of a non monetary default, within ten (10) business days after Debtor's receipt of such notice, then Secured Party may exercise its rights of enforcement under the Uniform Commercial Code in force in the State of Nevada. In conjunction with, addition to, or substitution for those rights, at Secured Party's discretion, it may:

(a) Enter upon the premises of the Stations, or any other premises where any portion of the Collateral is located and take possession of, assemble and collect, the Collateral;

(b) Require Debtor to assemble the Collateral and to make it available to Secured Party, to allow Secured Party to take possession or dispose of the Collateral; or

(c) Waive any Default or remedy without waiving any other prior or subsequent Default or any other prior or subsequent exercise of such remedy.

Notwithstanding the foregoing, if a Default results from a default by Debtor under the Notes which has not been cured within the cure period specified in the Note, the cure period provided for in this Section shall not be applicable and Secured Party may exercise its rights hereunder immediately upon the occurrence of such Default.

7. Sale of Collateral.

(a) Secured Party shall give the Debtor reasonable notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. The requirement of reasonable notice shall be met if notice of the sale or other intended disposition is mailed, as provided in Paragraph 12, at least ten (10) days prior to the time of such sale or other intended disposition. Upon any sale of Collateral by the Secured Party hereunder (whether by virtue of the power of sale herein granted, pursuant to judicial process, or otherwise), the receipt of the Secured Party or the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold, and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Secured Party or such officer, or be answerable in any way for the misapplication or nonapplication thereof.

(b) All notices of public or private sale shall specify that the assignment of the broadcast authorizations for the Stations is subject to the prior approval of the FCC, and such notice shall be given to all persons attending a public sale. Debtor agrees that it will join and cooperate fully with Secured Party and with the successful bidder or bidders at any public or private sale in the filing of an application or applications with the FCC requesting the FCC's consent to the assignment of the FCC authorizations for the Stations to Secured Party or the successful bidder or bidders, and Debtor will furnish any additional information that may be required in connection with such application(s). Debtor will diligently and in good faith take any further actions, or cause any further actions to be taken, that may be necessary or desirable to obtain such FCC consent, and will execute and deliver, or will cause the execution and delivery of, all applications, certificates, instruments and other documents that may be necessary or desirable in connection therewith. The parties agree that the Collateral and FCC authorizations shall not be sold and assigned to separate parties.

8. FCC Consent to the Exercise of Certain Remedies; FCC Application. Notwithstanding any provision herein to the contrary, Secured Party may not, in the event of a default or otherwise, exercise any control over the operation of the Stations or take possession of or exercise any rights with respect to the Stations's FCC licenses or other authorizations without first obtaining the prior written consent of the FCC as required by Section 310 of the Communications Act and the rules and regulations of the FCC.

9. Agreement Remains in Effect. The parties agree to each of the following:

(a) This Security Agreement shall remain in effect, without waiver or surrender of any of the parties' rights hereunder, notwithstanding any one or more of the following:

- (i) Extension of time of payment of the whole or any part of the Note;
- (ii) Any change in the terms and conditions of the Note;
- (iii) Substitution or assignment of the Note in whole or in part;
- (iv) Surrender, release, exchange or alteration of any Collateral or other security given, either in whole or in part;
- (v) The release, settlement, discharge, compromise, change or amendment, in whole or in part, of any claim of Secured Party against Debtor.

(b) Secured Party shall be under no duty to select any of the Collateral over any other property securing payment of the Note, but may select, sell and/or foreclose against such property as Secured Party in its sole discretion may determine; provided, however, that the Secured Party may not attempt to foreclose against the FCC licenses or other authorizations for the Stations, except in connection with a foreclosure on substantially all of the tangible assets used in the operation of the Stations conducted in compliance with the requirements of the Communications Act and the rules and regulations of the FCC.

(c) No delay or failure of Secured Party in the

exercise of any power or right shall operate as a waiver or an acquiescence, nor shall any single or partial exercise of any power or right preclude any other future exercise of such power or right, and any rights and remedies of the Secured Party are cumulative.

10. Costs. In the event of a Default by Debtor hereunder, Debtor shall pay all reasonable costs, fees and expenses actually incurred by Secured Party for the enforcement of Secured Party's rights hereunder, including reasonable attorneys' fees and legal expenses, and expenses of any reasonable repairs to any realty or other property to which any of the Collateral may be affixed or be a part.

11. Application of Proceeds of Sale. All proceeds of any sale of Collateral hereunder shall be applied as follows:

FIRST: To the payment of all expenses reasonably incurred by Secured Party in connection with such sale, including, but not limited to, the expenses of taking, advertising, processing, preparing and storing the Collateral to be sold, and all court costs and reasonable fees of counsel to Secured Party in connection with the exercise of any right or remedy hereunder, to the extent that such costs and expenses shall not theretofore have been reimbursed to Secured Party;

SECOND: Then, to the payment accrued interest under the Note;

THIRD: Then, to the payment of the then outstanding principal balance of the Note;

FOURTH: In the case of any surplus remaining after the application of the proceeds of the sale of Collateral as aforesaid, to Debtor, its successors or assigns, or as a court of competent jurisdiction may direct.

12. Notices. Any notice, demand, or request required or permitted to be given under the provisions of the Agreement shall be in writing and shall be deemed to have been duly delivered on the date of personal delivery or on the date of delivery by email with a "read receipt" or other confirmation of delivery, or on the date of receipt if mailed by registered or certified mail, postage prepaid and return receipt requested, and shall be deemed to have been received on the date of personal delivery or on the date set forth on the return receipt, to the following addresses, or to such other address as a party may request. Notice made in accordance with this section shall be deemed delivered upon receipt.

Secured Party: Ruby Radio of Humboldt County, LLC
1750 Manzanita, Suite One
Elko, NV 89801
Email: ken@rubyradio.fm
Attn: Ken Sutherland

With a copy that shall not constitute notice sent to:

David Tillotson, Esq.
4606 Charleston Ter NW
Washington, DC 20007
Email: dtlaw67@starpower.net

To Debtor: Nomadic Broadcasting, Inc.

Attn: Jason Crosset, Managing Director
Email: jaceedwards@hotmail.com

With a copy that shall not constitute notice sent to:

[Attorney address]

Either party may change its address for notices by written notice to the other given pursuant to this Section. Any notice purportedly given by a means other than as set forth in this Section shall be deemed ineffective.

13. Termination. This Security Agreement (including, without limitation, all remedies provided hereunder) shall terminate at the date on which the Notes, including all interest and charges due thereunder and/or under this Security Agreement, has been fully paid. At the time this Security Agreement has been terminated, Secured Party shall re-assign and deliver to Debtor or such person as Debtor shall designate in writing all Collateral in which Secured Party shall have any interest hereunder or which shall then be held by Secured Party or in its possession and, if requested by Debtor, Secured Party shall execute and deliver to Debtor for filing in each office in which any financing statement relative to the Collateral or any part thereof, shall have been filed, a termination statement under the Uniform Commercial Code releasing Secured Parties' interest therein and/or an assignment statement under the Uniform Commercial Code assigning Secured Parties' interest therein to any person designated by Debtor.

14. Binding Agreement; Assignment. This Security Agreement, and the terms, covenants and conditions hereof, shall be binding upon and inure to the benefit of Debtor, Secured Party and the holders from time to time of the indebtedness secured hereby and their respective successors and assigns. This Security Agreement may not be assigned by Debtor without the written consent of the Secured Party.

15. Governing Law. This Security Agreement shall be governed, construed and enforced in accordance with the laws of the State of Nevada without reference to that state's conflict of law principles.

16. Counterparts. This Agreement may be signed in any number of counterparts with the same effect as if the signature on each such counterpart were on the same instrument. Each fully executed set of counterparts shall be deemed to be an original, and all of the signed counterparts together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Security Agreement, or caused it to be executed on the day and year first above written.

RUBY RADIO OF HUMBOLDT COUNTY, LLC

By: _____
Ken Sutherland, Managing Member

NOMADIC BROADCASTING, LLC

By: _____
Jason Cossett, Managing Director

GUARANTY

THIS GUARANTY is made as of the 1st day of _____, 2016, by Jason Cossett and Kelly Cossett ("Guarantors") to and for the benefit of Ruby Radio of Humboldt County, LLC ("Beneficiary").

WITNESSETH THAT:

WHEREAS, on the date hereof, Nomadic Broadcasting, Inc. ("Debtor") is acquiring from Beneficiary all of the assets including FCC authorizations, used in the operation of Radio Station KHYX and FM Translator Station K232BK, both licensed to Winnemucca, Nevada (the "Stations") pursuant to an Asset Purchase Agreement dated as of February __, 2016, by and between Beneficiary and Debtor (the "Purchase Agreement");

WHEREAS, the Beneficiary has agreed to accept Debtor's purchase money promissory note in the principal amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00) (the "Note") in partial payment of the purchase price for the Stations;

WHEREAS, Guarantors will receive substantial benefits as a result of the Beneficiary's acceptance of the Note in partial payment of the purchase price for Stations;

WHEREAS, the performance of Debtor's payment and other obligations under the Note is also secured by a Security Agreement between Debtor and the Beneficiary ("Security Agreement") (the Security Agreement, and this Guaranty are hereinafter collectively referred to as the "Security Instruments");

NOW, THEREFORE, as a material inducement to the Beneficiary to accept the Note in partial payment of the purchase price for the Stations and for other good and valuable consideration, the receipt of which is hereby acknowledged, Guarantors agree as follows:

1. Guarantors hereby unconditionally and irrevocably guarantee: (i) the due and punctual payment in full (and not merely the collectibility) of the principal of the Note and the interest thereon according to the terms of the Note; and (ii) the due and punctual payment in full (and not merely the collectibility) of all other sums in accordance with, or under the terms of, the Note, the and the Security Instruments (all of

the foregoing being hereinafter sometimes referred to as the "Obligations").

2. Except as expressly provided to the contrary, Guarantors expressly agree that any holder of the Note may, in its sole and absolute discretion, without notice to or further assent of Guarantors, and without in any way releasing, affecting or impairing the obligations and liabilities of the Guarantors hereunder may: (i) waive compliance with, or any default under, or grant any other indulgences with respect to, the Note or any of the Security Instruments; (ii) modify, amend or change any provisions of the Note with the consent of Debtor; (iii) grant extensions or renewals of the Note, and/or effect any release, compromise, or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all and any part of the collateral securing the Note; (v) make advances for the purpose of performing any term or covenant contained in the Note or any of the Security Instruments with respect to which Debtor shall be in default; (vi) assign or otherwise transfer the Note and any of the Security Instruments, including, without limitation, this Guaranty, or any interest therein, subject to the terms thereof; and (vii) deal in all respects with Debtor as if this Guaranty were not in effect. The obligations of Guarantors under this Guaranty shall be unconditional, regardless of the genuineness, validity, regularity or enforceability of the Note or any security given therefor in connection therewith or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of Guarantors under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the holder of the Note or the parties to the of any remedies they may have against Debtor or any other party with respect to the Note or any of the Security Instruments, whether pursuant to the terms thereof or otherwise. No exercise or non exercise by Beneficiary or any holder of the Note, of any right given to it hereunder, or the Security Instruments, and no change, impairment or suspension of any right or remedy of Beneficiary, or any holder of the Note shall in any way affect any of Guarantors' obligations hereunder or give Guarantors any recourse against or any holder of the Note. Without limiting the generality of the foregoing, no holder of the Note shall be required to make any demand on Debtor and/or any other party, other than the giving of any notice of default with opportunity to cure as provided in the Note, or otherwise pursue or exhaust its remedies against Debtor or any other

party, before, simultaneously with or after enforcing its rights and remedies hereunder against Guarantors. Any one or more successive and/or concurrent actions may be brought hereunder against Guarantors, including in the same action, if any, brought against Debtor and/or any other party, or in separate actions, as often as a holder of the Note in its sole discretion may deem advisable.

4. Guarantors hereby expressly waive: (i) presentment and demand for payment and protest of nonpayment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under any of the Security Instruments, provided that nothing herein shall waive or otherwise eliminate any requirement to give to Debtor notice of default and an opportunity to cure as provided in the Note; and (iv) all other notices and demands otherwise required by law which Guarantors may lawfully waive.

5. If Guarantors shall advance any sums to Debtor or its successors or assigns, or if Debtor or its successors or assigns shall be or shall hereafter become indebted to either Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the holders of the Note and no payments shall be made in respect of such indebtedness until all of the Obligations have been satisfied in full. Nothing herein contained shall be construed as giving Guarantors any right of subrogation in and to the rights of any holder of the Note under the Note or any of the Security Instruments until all amounts owing to the holders of the Note have been paid in full.

6. Any notice, demand, or request required or permitted to be given under the provisions of the Agreement shall be deemed effective if made in writing (including telecommunications) and delivered to recipient's address or email address set forth in Exhibit A by any of the following means: (a) hand delivery, (b) registered or certified mail, postage pre-paid, (c) electronic mail with a "read receipt" or similar delivery confirmation, or (d) Federal Express, express mail or like courier service. Notice made in accordance with this Section shall be deemed delivered upon receipt.

7. Any payments made by Guarantors under the provisions of this Guaranty shall, if made to Beneficiary, be made at its principal office at the address set forth in Exhibit A, unless some other address is hereafter designated by Beneficiary.

8. All rights and remedies afforded to a holder of the Note by reason of this Guaranty and any of the Security Instruments, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by any holder of the Note in exercise of any right or remedy hereunder, or under law, shall preclude further exercise of any other right or remedy.

9. The obligations of Guarantors to make payment in accordance with the terms of this Guaranty shall not be impaired, modified, changed, released or limited in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Debtor or its estate in bankruptcy or reorganization resulting from the operation of any present or future provision of the Federal Bankruptcy Act or other statute or from the decision of any court.

10. The liability of Guarantors will not be discharged except by complete and final performance of Debtor's Obligations or the cancellation of such obligations pursuant to the terms hereof. The liability of Guarantors under this Guaranty shall be reinstated with respect to any amount paid to any holder of the Note by Debtor which is thereafter required to be returned to Debtor or to any trustee, receiver or other representative of or for the Debtor, upon or by reason of the bankruptcy, insolvency, reorganization or dissolution of the Debtor, or for any other reason, all as though such amount had never been paid by Debtor.

11. If any dispute arises as to the interpretation or applicability of this Guaranty, the Guarantors and Beneficiary agree to use their best, good faith, efforts to resolve the dispute between themselves. If, despite such efforts, the dispute is not resolved within thirty (30) days, the Guarantors and Beneficiary agree to resolve the dispute pursuant to the procedures set out in Section 15 of the Asset Purchase Agreement between Debtor and the Beneficiary dated as of February 5, 2016, and they further agree that any decision arrived at under those procedures shall be binding upon them and enforceable in a court of law. 12. This Guaranty has been executed in the State of Nevada and will be interpreted and enforced in accordance with the law of that state, excluding the choice of law rules used in that jurisdiction. Guarantors hereby agree to the exclusive jurisdiction of any state court located within Anchorage, Alaska and waive any objection based on *forum non conveniens* and any objection to venue of any action to enforce this Guaranty instituted in any such court and Guarantors consent to service

of process by certified mail directed to Guarantors at the addresses set forth in Exhibit A hereto and agree that service so made will be deemed to be completed five business days after the same has been deposited in the U.S. mails, postage prepaid, addressed to Guarantors.

13. In light of Guarantors' agreement to resolve any disputes as provided herein, and to the extent permitted by law, Guarantors waive trial by jury in any action brought on or with respect to this Guaranty and agree that in the event this Guaranty shall be enforced by suit or otherwise, or if any holder of the Note shall exercise or endeavor to exercise any of its remedies under the Note or any instrument securing the Note and prevails, Guarantors will reimburse the holder of the Note, upon demand, for all reasonable expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

IN WITNESS WHEREOF, the undersigned Guarantors have executed and delivered this Guaranty as of the date first above-written.

Jason Cossett

Kelly Cossett

EXHIBIT A

ADDRESSES FOR NOTICES

To Beneficiary: Ruby Radio of Humboldt County, LLC
1750 Manzanita, Suite One
Elko, NV 89801
Email: ken@rubyradio.fm
Attn: Ken Sutherland

With a copy that shall not constitute notice sent to:

David Tillotson, Esq.
4606 Charleston Ter NW
Washington, DC 20007
Email: dtlaw67@starpower.net

To Guarantors: Jason Cossett and Kelly Cossett

With a copy that shall not constitute notice sent to:

[Attorney address]