

**LIMITED LIABILITY COMPANY
MEMBERSHIP PURCHASE AGREEMENT**

This LIMITED LIABILITY COMPANY MEMBERSHIP PURCHASE AGREEMENT (this "Agreement") is made and entered into as of this 28 day of June, 2017, between Colleen Brady, formerly known as Colleen Kaseberg (the "Seller") and Randolph McKone (the "Buyer").

RECITALS

WHEREAS, Seller owns a 2.5% interest in KCMB, LLC, an Oregon limited liability company; a 2.5% interest in KWRL, LLC, an Oregon limited liability company; and a 15% interest in KVBL, LLC, an Oregon limited liability company (the "Seller's Interests").

WHEREAS, Seller desires to convey to Buyer and Buyer desires to acquire from Seller the Seller's Interests.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties, intending to be legally bound, agrees as follows:

**ARTICLE I
SALE OF SELLER'S INTERESTS**

On the terms and subject to the conditions set forth in this Agreement, Seller shall assign, transfer, convey, and deliver to Buyer, and Buyer shall acquire from Seller, the Seller's Interests. Seller represents and warrants that none of the Seller's Interests are subject to any liens or encumbrances. Seller further represents and warrants that she has not pledged any of the Seller's Interests for any purpose.

**ARTICLE II
PURCHASE PRICE**

The aggregate purchase price to be paid by Buyer to Seller shall be Five Thousand Dollars (\$5,000.00) (the "Purchase Price") on the date first written above. Buyer will pay the Purchase Price to Seller by personal check.

**ARTICLE III
MISCELLANEOUS PROVISIONS**


3.1 Governing Law and Venue. The construction and performance of this Agreement shall be governed by the laws of the State of Oregon without giving effect to the choice of law provisions thereof.

3.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same

instrument. Signatures on this Agreement transmitted by facsimile shall be deemed to be original signatures for all purposes of this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Limited Liability Company Membership Purchase Agreement to be duly executed and delivered as of the date first above written.

SELLER:

By: 
Colleen Brady
(Formerly known as Colleen Kaseberg)

BUYER:

By: 
Randolph McKone