

## DONATION AGREEMENT

THIS DONATION AGREEMENT (this “Agreement”) is made as of January 3, 2017, between Last Chance Public Radio Association (“LCPR”), a Montana non-profit corporation, and Montana State University - Billings, an entity of the Montana State University System doing business as Yellowstone Public Radio (“YPR”).

### Recitals

A. LCPR holds a construction permit for the following new radio broadcast station (the “Permit”) pursuant to an authorization issued by the Federal Communications Commission (the “FCC”):

New FM, Helena, MT (FCC Facility ID No. 174030), FCC File No. BNPED-20071022ABP, which expires July 29, 2017.

B. LCPR intends that its donation of the Permit to YPR will enable YPR to give its Station KYPH (FIN: 173818), East Helena, MT, to the Board of Regents – Montana University System doing business as Montana State University – Bozeman which operates “KGLT Radio” (“MSU”) in exchange for MSU giving its Translator K251AC to YPR, and that this Donation Agreement is conditioned on YPR concurrently entering that certain Asset Exchange Agreement with MSU to achieve that intent.

C. Pursuant to the terms and subject to the conditions set forth in this Agreement, the parties desire to provide for the donation of the Permit to YPR.

### Agreement

NOW, THEREFORE, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, including the public benefit of bringing service to the public from construction of the facilities authorized in the Permit expeditiously, the parties, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1: DONATION

1. Donation. On the terms and subject to the conditions hereof, LCPR will donate the Permit to YPR as a charitable gift and for no consideration. YPR will provide a written acknowledgement of receipt of such gift. Accordingly, at Closing (defined below), LCPR shall assign, transfer, convey and deliver to the YPR, and YPR shall acquire from LCPR, all right, title and interest of LCPR in and to all assets and properties associated with the Permit, tangible and intangible (the “Station Assets”), as follows:

(a) The Permit, including any extensions, tolling, applications, or modifications thereof between the date hereof and Closing; and

(b) All files, documents and records relating Permit or required by the

FCC to be kept in connection with the Permit, including engineering data and files related to the Permit.

The Station Assets shall be transferred to the YPR free and clear of liens, claims and encumbrances (“Liens”). YPR assumes no liabilities or obligations of LCPR.

2. Closing. The consummation of the donation of the Station Assets provided for in this Agreement (the “Closing”) shall take place on or before the later of the fifth (5th) business day after the date each FCC Consent (hereinafter defined) has been granted, or on such other day after such consent as the parties may mutually agree. The date on which the Closing is to occur is referred to herein as the “Closing Date.” At Closing, LCPR shall deliver an assignment of the Permit and a conveyance of the Station Assets to YPR, and such other documents and instruments of assignment on or after Closing that may be reasonably necessary to convey, transfer and assign the Station Assets from LCPR to YPR, free and clear of Liens.

3. FCC Consent. Within five (5) business days of the date of this Agreement, the parties shall file applications with the FCC (the “FCC Applications”) requesting (i) FCC consent to the assignment of the Permit to YPR, (ii) an application to modify the facilities of the Permit, and (iii) waiver of the FCC’s “Main Studio Rule” for the station effective as of Closing. FCC consent to the FCC Applications without any material adverse conditions other than those of general applicability is referred to herein as the “FCC Consent”. Prior to Closing LCPR shall request a call sign for the Permit selected by YPR. LCPR will cooperate in the filing with the FCC Applications.

4. Exclusivity and Confidentiality. The parties agree that from the date hereof neither party will seek to transfer or sell to, or entertain any offers to buy from, third parties, respectively, the Permit. Further, the parties agree to keep confidential the terms of this Agreement, except with respect to any disclosure required by law or the rules and regulations of the FCC.

5. FCC Qualifications. YPR represents, warrants and covenants that it is qualified to be an FCC licensee and to hold the FCC authorization which is the subject of this Agreement.

6. Expenses. YPR shall be responsible for all costs and expenses in connection with the negotiation and preparation of the Agreement and preparation and filing of the FCC Applications. The parties represent to each other that no broker is due a commission in connection with this Agreement or the transactions contemplated hereby.

7. Termination. This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of the parties;
- (b) by written notice of one party to the other party providing that the party giving notice is not then in material breach of this Agreement which is not cured within the Cure Period (defined below);

(c) by written notice of YPR to LCPR or LCPR to YPR if Closing does not occur by March 31, 2017.

7.2 Cure Period. Each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement. The term "Cure Period" as used herein means a period commencing on the date LCPR or YPR receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter or (ii) the Closing Date; provided, however, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date.

8. Miscellaneous. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior agreement with respect thereto whether it is in writing or otherwise. This Agreement may be amended only in writing by an instrument duly executed by both parties. This Agreement is to be construed and enforced under the laws of Montana. This Agreement may be executed in counterparts and facsimile or emailed signatures shall be deemed original signatures. The undersigned represent and warrant that, respectively, they have received authority to sign this Agreement and to legally bind their respective entities to perform all of the terms hereof.

WHEREFORE, the parties whose names and addresses appear below have caused this Agreement to be executed by them as of the date first above written.

LAST CHANCE PUBLIC RADIO ASSOCIATION  
P. O. Box 1072  
Helena, MT 10702

By: Tom Colnar  
Name: Tom Colnar  
Title: Co-Chair, LCRA

YELLOWSTONE PUBLIC RADIO  
Montana State University – Billings  
1500 University Drive  
Billings, MT 59101

By: \_\_\_\_\_  
Name: Terrie Iverson  
Title: MSU Billings Vice Chancellor for  
Administrative Services

(c) by written notice of YPR to LCPR or LCPR to YPR if Closing does not occur by March 31, 2017.

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LAST CHANCE PUBLIC RADIO ASSOCIATION  
P. O. Box 1072  
Helena, MT 10702

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

YELLOWSTONE PUBLIC RADIO  
Montana State University – Billings  
1500 University Drive  
Billings, MT 59101

By: Terric Iverson 1/3/17  
Name: Terric Iverson  
Title: MSU Billings Vice Chancellor for  
Administrative Services