

Transaction Document Exhibit

A copy of the Radio Stations Acquisition Agreement dated December 13, 2021, by and among BS&T Wireless, Inc. and William Dale Conn III, Michael E. Waters, David L. Johnson and Roaring Fork Broadcasting Company LLC is attached. The following schedules and exhibits have been omitted:

Schedules:

Schedule 1.3(a)	FCC Licenses
Schedule 1.3(b)	Personal Property
Schedule 1.3(c)	Assumed Contracts
Schedule 1.4	Excluded Assets

Exhibits:

Exhibit B	Form of Bill of Sale
Exhibit C	Form of Assignment of FCC Licenses
Exhibit D	Form of Assignment and Assumption of Contracts

The excluded documents contain proprietary information, are not germane to the Commission's consideration of this application, or duplicate information already included in the application or in the possession of the commission. *See Luj, Inc. and Long Nine, Inc.*, 17 FCC Rcd 16980 (2002). Copies of excluded portions of those documents and other material will be provided to the commission upon request, subject to the right of the parties to ask that the material submitted be held in confidence and not made available for public inspection pursuant to applicable rules and policies of the commission that restrict public access to confidential and proprietary information.

RADIO STATIONS ACQUISITION AGREEMENT

This Radio Stations Acquisition Agreement (this "Agreement") is made as of December 13, 2021, by and between BS&T Wireless, Inc., a Delaware corporation ("Seller"), on the one hand, and William Dale Conn III ("Billy"), Michael E. Waters ("Mike"), David L. Johnson ("Dave"), and Roaring Fork Broadcasting Company LLC, a Colorado limited liability company ("Buyer"), on the other hand.

This Agreement sets forth Seller's agreement to convey, and Buyer's agreement to acquire, certain assets used by Seller in the operation of certain radio stations in the Aspen, Colorado area (the "Stations").

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

ARTICLE 1

PURCHASED ASSETS; CLOSING; PURCHASE PRICE

1.1. FCC Consent. Seller operates the Stations under licenses granted by the Federal Communications Commission (the "FCC"). No later than five business days after the date of this Agreement, Buyer and Seller shall file an application with the FCC requesting its consent to the assignment of such licenses (the "FCC Application"). Seller and Buyer shall prosecute the FCC Application with all reasonable diligence and otherwise use commercially reasonable efforts to obtain the grant of the FCC Application as expeditiously as practicable.

1.2. Closing. The transaction contemplated by this Agreement shall close (the "Closing") on the fifth business day after the date of the FCC's grant of the FCC Application (the "FCC Consent"). The date on which the Closing occurs is referred to herein as the "Closing Date." The effective time of the Closing shall be 12:01 a.m., local Aspen, Colorado, time, on the Closing Date (the "Effective Time"). The Closing shall take place remotely by the electronic exchange of documents.

1.3. Purchased Assets. At the Closing, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of Seller's right, title, and interest in the following assets to the extent they are used exclusively in the operation of the Stations:

- (a) the FCC licenses identified on Schedule 1.3(a) (the "FCC Licenses");
- (b) the equipment or tangible personal property identified on Schedule 1.3(b) (the "Personal Property"); and
- (c) any contracts or leases relating to the operation of the Stations in existence as of the Effective Time (the "Assumed Contracts"), including any contracts or leases identified on Schedule 1.3(c).

The assets to be transferred to Buyer are hereinafter collectively referred to as the “Purchased Assets.” Buyer shall acquire the Purchased Assets as is, where is, without any representation or warranty by Seller except as expressly set forth in Article 2 of this Agreement, and Buyer acknowledges that it has not relied on or been induced to enter into this Agreement by any representation or warranty other than those expressly set forth in Article 2 hereof. The Purchased Assets shall be transferred to Buyer free and clear of liens, mortgages, pledges, security interests, claims and encumbrances (“Liens”) except for (i) Assumed Obligations (as defined in Section 1.6) or (ii) Liens for taxes not yet due and payable.

1.4. Excluded Assets. The Purchased Assets shall not include any of the following assets of Seller (the “Excluded Assets”):

- (a) cash and liquid assets such as bank deposits, money market accounts and marketable securities;
- (b) contracts or leases that may exist as of the date of this Agreement or afterwards but that terminate or expire prior to Effective Time;
- (c) accounts receivable and any other rights to payment for goods or services sold or provided prior to the Effective Time or otherwise arising during or attributable to any period prior to the Effective Time (the “Accounts Receivable”);
- (d) deposits and prepaid expenses (and rights arising therefrom or related thereto), except to the extent Seller receives a credit therefor under Section 1.7;
- (e) music licensing agreements with ASCAP, BMI, SECAC, GMR, SoundExchange and similar rights organizations; and
- (f) assets listed on Schedule 1.4 (if any).

1.5. Purchase Price.

(a) The purchase price for the Purchased Assets is \$175,000 (the “Purchase Price”). Buyer has paid and Seller acknowledges receipt of \$45,000 as a deposit on the Purchase Price (the “Deposit”), which shall be applied to the Purchase Price at Closing. At the Closing, Buyer shall pay Seller the balance of the Purchase Price, \$130,000, by delivering three promissory notes in substantially the form attached hereto as Exhibit A (the “Promissory Notes”). Billy, Mike and Dave shall each execute and deliver one Promissory Note in the principal amount of \$43,333.33.

(b) The terms of the Promissory Notes shall be as follows. During the first 12 months after Closing, the interest rate will be the Applicable Federal Rate as of the Closing Date (0.22% annually as of November 2021) and thereafter 5% annually until paid in full. Neither interest nor principal shall be due during the first 12 months after Closing. Beginning the 13th month after Closing, each Promissory Note will require a monthly payment of

principal and interest in the amount of \$1,500, payable until such Promissory Note, including any accrued interest, has been paid in full.

1.6. Assumed Obligations. At the Closing, Buyer shall assume and agrees to pay and perform all liabilities, obligations, and commitments of Seller (a) relating to the Purchased Assets that accrue at or after the Effective Time and (b) liabilities under Assumed Contracts that accrued before the Effective Time to the extent that Buyer receives a credit on the final Proration Schedule as defined below (together, the “Assumed Obligations”). Buyer shall not assume any other liabilities, obligations, or commitments of Seller (the “Retained Obligations”).

1.7. Prorations; Accounts Receivable.

(a) All prepaid and deferred income and expenses relating to the Purchased Assets and arising from the operation of the Stations shall be prorated between Buyer and Seller in accordance with generally accepted accounting principles as of the Effective Time. Such prorations shall include without limitation all real estate and other property taxes, music and other license fees, utility expenses, rent and other amounts under Assumed Contracts and similar prepaid and deferred items. Seller shall receive a credit for the Stations’ deposits and prepaid expenses. Sales commissions related to the sale of advertisements broadcast on the Stations prior to the Effective Time shall be the responsibility of Seller, and sales commissions related to the sale of advertisements broadcast on the Stations after the Effective Time shall be the responsibility of Buyer.

(b) No later than two business days prior to Closing, and after consultation with Buyer, Seller shall deliver to Buyer a list of all items to be prorated pursuant to this Section 1.7 (the “Proration Schedule”). Not later than 45 days after the Closing, and after consultation with Seller, Buyer shall deliver to Seller any proposed modifications to the Proration Schedule. Buyer and Seller shall then together finalize the Proration Schedule. If the final Proration Schedule shows a net amount due to one of the parties, then the party owing shall pay the party owed such net amount no later than 90 days after the Closing.

(c) After the Closing, Buyer shall, without charge to Seller, use commercially reasonable efforts to collect the Accounts Receivable in the ordinary course of business and shall apply all amounts collected from the Stations’ account debtors to the oldest account first, unless the advertiser disputes in good faith in writing an older account and designates the payment to a newer account. Beginning four months after the Closing Date, Buyer shall on or before the 10th day of each month pay Seller the amount of Account Receivable collected by Buyer for the prior months or month. Buyer shall not discount, adjust or otherwise compromise any Accounts Receivable and Buyer shall refer any disputed Accounts Receivable to Seller. On or before the 10th day of each month, Buyer shall deliver to Seller a report showing Buyer’s collection of Accounts Receivable for the prior month.

1.8. Allocation. Buyer and Seller shall use reasonable efforts to agree to an allocation of the Purchase Price for tax purposes in accordance with the respective fair market values of the Purchased Assets and any goodwill being purchased and sold in accordance with

the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended. In the event the parties are unable to agree on an allocation of the Purchase Price, then Buyer and Seller shall use separate allocations in completing and filing Internal Revenue Code Form 8594 for federal income tax purposes.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1. Existence and Power. Seller is duly organized and validly existing under the laws of the State of Delaware and is qualified to do business in the State of Colorado. Seller has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

2.2. Authorization. The execution, delivery and performance of this Agreement by Seller has been duly authorized and approved. This Agreement is a legal, valid, and binding agreement of Seller enforceable in accordance with its terms (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally).

2.3 No Consents. The execution, delivery and performance by Seller of this Agreement and the consummation of the transactions contemplated hereby do not require the consent of (a) any federal, state or local or any foreign authority ("Governmental Authority") other than the FCC Consent or (b) any third party except to the extent that consent is required to assign an Assumed Contract.

2.4. FCC Licenses. Seller holds the FCC Licenses. The FCC Licenses are in full force and effect, and have not been revoked, suspended, canceled, rescinded or terminated. There is not now pending or, to Seller's knowledge, threatened, any action by or before the FCC to revoke, cancel, rescind, modify or refuse to renew any of such FCC Licenses, and Seller has not received any written notice of and has no knowledge of any pending, issued or outstanding order by or before the FCC, or of any investigation, order to show cause, notice of violation, notice of apparent liability, notice of forfeiture, or complaint against either the Stations or Seller. Seller and the Stations are in compliance with FCC Licenses, the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC in all material respects. All material reports and filings required to be filed with, and all regulatory fees required to be paid to, the FCC by Seller with respect to the Stations have been timely filed and paid. All such reports and filings are accurate and complete in all material respects. Seller has maintained the Online Public Inspection File for the Stations as required by FCC rules and regulations, and the contents of the File are current and complete in all material respects.

2.5. Personal Property. Seller has title to the Personal Property free and clear of all Liens, other than Permitted Liens.

2.6. Assumed Contracts. Seller has made available to Buyer copies of the written Assumed Contracts. Each Assumed Contract is in effect and is binding upon Seller and, to Seller's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally).

2.7. Taxes. Seller has paid all federal, state and local taxes (collectively, "Taxes") that it is required to pay.

2.8. Absence of Litigation. To Seller's knowledge, no legal action is pending or threatened against Seller.

2.9. Broker's Fees. Neither Seller nor any person or entity acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF BUYER

Billy, Mike, Dave and Buyer jointly and severally represent and warrant to Seller as follows:

3.1. Existence and Power. Buyer is duly organized and validly existing under the laws of State of Colorado. Billy, Mike, and Dave each own a 1/3rd interest in Buyer, and no other person or entity owns or has any right to acquire an ownership interest in Buyer. Billy, Mike, Dave, and Buyer have the requisite power and authority to execute and deliver this Agreement.

3.2. Authorization. The execution, delivery and performance of this Agreement by Buyer has been duly authorized and approved. This Agreement is a legal, valid and binding agreement of Billy, Mike, Dave, and Buyer enforceable in accordance with its terms (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally).

3.3. Required Consents. The execution, delivery and performance by Billy, Mike, Dave, and Buyer of this Agreement and the consummation of the transactions contemplated hereby do not require the consent of (a) any Governmental Authority other than the FCC Consent or (b) any third party.

3.4. FCC Qualifications. Buyer is legally, financially, and otherwise qualified to be the licensee of, acquire, own, and operate the Stations and the Purchased Assets under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC. There are no facts that could, under existing law and the existing rules, regulations, policies, and procedures of the FCC, (a) reasonably be expected to prevent or delay the FCC from granting the FCC Consent or (b) disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Purchased Assets. No waiver of any current FCC rule or policy is necessary for the FCC Consent to be obtained.

3.5. Absence of Litigation. To Billy, Mike, Dave, and Buyer's knowledge, no legal action is pending or threatened against any of them.

3.6. Broker's Fees. Neither Buyer nor any person or entity acting on its behalf has agreed to pay a commission, finder's fee or similar payment in connection with this Agreement or any matter related hereto to any person or entity.

ARTICLE 4 **ADDITIONAL COVENANTS**

4.1. Operation in the Ordinary Course. Until the Closing, Seller shall use reasonable efforts to maintain operation of the Stations in the ordinary course of business consistent with Seller's past practices, unless Buyer otherwise consents or except as Seller may determine is advisable considering the current COVID-19 pandemic.

4.2. Consents to Assign Assumed Contracts. The parties shall use commercially reasonable efforts to obtain any third-party consents necessary for the assignment of any Assumed Contract (which shall not require any payment to any such third party), but no such consent is a condition to Closing.

4.3. Risk of Loss. Seller shall bear the risk of any casualty loss or damage to the Purchased Assets prior to the Effective Time.

4.4. Control. Consistent with the Communications Act and the FCC rules and regulations, control, supervision, and direction of the operation of the Stations prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses. Buyer shall not, directly or indirectly, control, supervise, or direct the operation of the Stations prior to Closing.

ARTICLE 5 **CONDITIONS TO CLOSING; CLOSING DELIVERIES**

5.1. Conditions to Seller's Obligation to Close. The obligation of Seller to consummate the sale of the Purchased Assets is subject to the fulfillment of the following conditions:

(a) FCC Consent. The FCC shall have granted the FCC Consent and such grant shall be in full force and effect.

(b) Representations, Warranties and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

5.2. Conditions to Buyer's Obligation to Close. The obligation of Seller to consummate purchase of the Purchase Assets is subject to the fulfillment of the following conditions:

(a) **FCC Consent.** The FCC shall have granted the FCC Consent and such grant shall be in full force and effect.

(b) **Representations, Warranties and Covenants.** The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

5.4. Closing Deliveries. At the Closing:

(a) Seller shall execute and deliver to Buyer a bill of sale, assignment of FCC licenses, and assignment and assumption of contracts in substantially form attached hereto as Exhibits B-D and any other instrument of conveyance, transfer or assignment that may be reasonably necessary to convey, transfer or assign the Purchased Assets from Seller to Buyer.

(b) Buyer shall execute and deliver to Seller a counterpart of the assignment and assumption of contracts attached hereto as Exhibit C and any other instrument that may be necessary or appropriate to effectuate or memorialize Buyer's assumption of the Assumed Obligations.

(c) Billy, Mike and Dave shall each execute and deliver to Seller a Promissory Note.

ARTICLE 6

SURVIVAL; INDEMNIFICATION

6.1. Survival. The representations and warranties in this Agreement and any certificate or other agreement delivered pursuant to this Agreement shall not survive the Closing. Covenants that by their terms are required to be performed prior to the Closing shall not survive the Closing. All other covenants shall survive until performed. No claim may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the applicable survival period. In the event such notice is given, the right to indemnification with respect thereto shall survive the applicable survival period until such claim is finally resolved and any obligations thereto are fully satisfied.

6.2. Indemnification.

(a) From and after the Effective Time, Seller shall, subject to the limitations in this **Article 6**, defend, indemnify, and hold harmless Buyer, Buyer's officers, directors, shareholder, employees, representatives, successors and permitted assigns, and their respective

affiliates (“Buyer Indemnified Parties”) from and against any losses, costs, damages, liabilities and expenses, including reasonable attorneys’ fees and expenses (“Damages”), asserted against, imposed or incurred by Buyer Indemnified Parties by reason of, resulting from or arising out of:

- (i) the Retained Obligations; and
- (ii) the breach or non-performance by Seller of any covenant to be performed by Seller after the Closing.

(b) From and after the Effective Time, Buyer shall, subject to the limitations in this **Article 6**, defend, indemnify, and hold harmless Seller, Seller’s officers, directors, shareholder, employees, representatives, successors and permitted assigns, and their respective affiliates (“Seller Indemnified Parties”) from and against any Damages asserted against, imposed or incurred by Seller Indemnified Parties by reason of, resulting from or arising out of:

- (i) the Assumed Obligations; and
- (ii) the breach or non-performance by Buyer of any covenant to be performed by Buyer after the Closing.

6.3. Third-Party Claims. This section deals with the procedure for indemnification under Section 6.2 for actions (such as lawsuits), investigations or other claims that a third party initiates against a Buyer Indemnified Party or a Seller Indemnified Party (a “Third-Party Claim”).

(a) A Buyer Indemnified Party or Seller Indemnified Party (an “Indemnified Party”) seeking indemnification under Section 6.2 for any Third-Party Claim shall notify the indemnifying party (the “Indemnifying Party”) in writing promptly after receiving written notice of such Third-Party Claim. The notice shall describe the amount and basis of the Third-Party Claim.

(b) The Indemnifying Party shall be entitled to participate in, and at its option assume control of, the defense of such Third-Party Claim at the Indemnifying Party’s expense using counsel reasonably acceptable to the Indemnified Party. Prior to the Indemnified Party assuming control of such defense it shall first verify to the Indemnified Party in writing that the Indemnifying Party shall provide indemnification under Section 6.2 with respect to such Third-Party Claim. The Indemnifying Party shall not, without the Indemnified Party’s written consent, settle or compromise any Third-Party Claim or consent to entry of any judgment which does not include a release of the Indemnified Party from all liability in respect of such Third-Party Claim.

6.4. Sole Remedy. From and after the Closing, and except for Seller’s rights under the Promissory Notes, the remedy of indemnification under this **Article 6** shall be the sole and exclusive remedy of any Buyer Indemnified Parties and Seller Indemnified Parties for the recovery of Damages resulting from, relating to or arising out of (a) any breach of any representation, warranty, covenant or obligation under this Agreement, or (b) in any manner relating to this Agreement and the transactions contemplated hereby whether such Damages arise

under contract, tort or any other law. Billy, Mike, Dave and Buyer each acknowledges and agrees that he or it has thoroughly investigated the Purchased Assets, that he or it is relying solely on the results of his or its independent investigation and the representation and warranties of Seller expressly set forth in this Agreement, that he or it has not relied upon any other representations, warranties or statement of any kind or nature of Seller or any of the Seller Indemnified Parties concerning the Purchased Assets or the financial condition or prospects of the Stations, and that he and it is knowingly and freely and without coercion entering into this Agreement and, in particular, the limitations on remedies and liability in this **Article 6**.

6.5. Limitation on Liability. Neither party shall have any liability to the other party under any circumstances for incidental, special, indirect, consequential, punitive or exemplary damages, or lost profits, diminution in value or any damages based on any type of multiple of any indemnified party, whether or not foreseeable.

ARTICLE 7

OTHER PROVISIONS

7.1. Termination.

(a) This Agreement may be terminated prior to Closing by either Buyer or Seller, provided that the terminating party is not then in material default, upon written notice to the other following the occurrence of any of the following: (i) if the other party is in material breach or default of this Agreement; (ii) if there shall be in effect any final judgment, decree or order that would prevent or make unlawful the Closing or if the FCC denies the FCC Application or designates that application for a trial-type hearing; or (iii) if the Closing has not occurred by the date that is nine (9) months after the date hereof (the "Upset Date").

(b) If either party believes the other to be in breach or default of this Agreement, the non-defaulting party shall, prior to exercising its right to terminate under Section 7.1(a)(i), provide the defaulting party with notice specifying in reasonable detail the nature of such breach or default. The defaulting party shall have seven days from receipt of such notice to cure such default; provided, however, that if the breach or default is due to no fault of the defaulting party and is incapable of cure within such seven-day period, the cure period shall be extended for up to an additional thirty days as long as the defaulting party is diligently and in good faith attempting to effectuate a cure. Nothing in this Section 7.1(b) shall be interpreted to extend the Upset Date.

(c) If Seller terminates this Agreement pursuant to Section 7.1(a)(i), Seller shall retain the Deposit as liquidated damages for Billy, Mike, Dave or Buyer's breach or default and shall have not otherwise be entitled to damages or any other remedy for Billy, Mike, Dave or Buyer's breach or default under this Agreement, the parties agreeing that the Purchased Assets are unique assets, that Seller's actual damages would be difficult to determine, and that the amount of the Deposit is a reasonable approximation of such damages and not a penalty. If either party terminates this Agreement for any reason other than pursuant to Section 7.1(a)(i), neither party shall be entitled to damages or any other remedy for breach or default under this Agreement, and Seller shall return the Deposit to Buyer.

7.2. Specific Performance. During the period between the date of this Agreement and the earlier of (i) the Closing and (ii) termination of this Agreement pursuant to Section 7.1, either party shall be entitled to seek specific enforcement in accordance with this Section 7.2. The parties agree that irreparable damage would occur (for which monetary damages, even if available, would not be an adequate remedy) if any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached, including a party failing to take actions as are required of it under this Agreement to consummate the transfer and acquisition of the Purchased Assets. Accordingly, the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to specifically enforce the terms and provisions of this Agreement. The right of specific enforcement is an integral part of the Agreement and each party hereby agrees not to raise any objections to the availability of an injunction, the equitable remedy of specific performance or other equitable remedy to prevent or restrain breaches of this Agreement by such party and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of such Party under this Agreement all in accordance with the terms of this Section 7.2.

7.3. Transfer Taxes and Expenses. All recordation, transfer, documentary, excise, sales or use taxes or fees imposed on this transaction shall be paid by Buyer. Except as otherwise provided in this Agreement, each party shall be solely responsible for and shall pay all other costs and expenses incurred by it in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement.

7.4. Benefit and Assignment; No Third-Party Beneficiaries. Neither party may assign its rights under this Agreement without the prior written consent of the other party hereto. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, but no assignment shall relieve the assigning party of any obligation or liability under this Agreement. Nothing herein express or implied or intended shall be construed to confer upon or give to any other person or entity other than the parties hereto any rights or remedies under or by reason of this Agreement.

7.5. Entire Agreement; Waiver; Amendment. This Agreement and the exhibits and schedules hereto embody the entire agreement and understanding of the parties hereto and supersede all prior agreements, arrangements and understandings relating to the matters provided for herein. No amendment, waiver of compliance with any provision or condition hereof, or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

7.6. Headings; Construction. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement. Any question of doubtful interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty to exist or against the drafter of this Agreement.

7.7. Governing Law; Waiver of Jury Trial. The construction and performance of this Agreement shall be governed by the law of the State of Colorado without regard to its principles of conflict of law. The exclusive forum for the resolution of any disputes arising hereunder shall be the federal or state courts located in Colorado, and each party irrevocably waives the reference of an inconvenient forum to the maintenance of any such action or proceeding. BUYER AND SELLER HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING IN ANY WAY TO THIS AGREEMENT, INCLUDING ANY COUNTERCLAIM MADE IN SUCH ACTION OR PROCEEDING, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE DECIDED SOLELY BY A JUDGE. Buyer and Seller hereby acknowledge that they have each been represented by counsel in the negotiation, execution and delivery of this Agreement and that their lawyers have fully explained the meaning of the Agreement, including in particular the jury-trial waiver.

7.8. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered, or if sent by United States certified mail, return receipt requested, postage prepaid, shall be deemed duly given on delivery by United States Postal Service, or if sent by email or receipted overnight courier services shall be deemed duly given on the business day received if received prior to 5:00 p.m. local time or on the following business day if received after 5:00 p.m. local time or on a non-business day, addressed to the respective parties hereto as follows;

If to Seller:

c/o Simon T
2323 La Mesa Drive
Santa Monica, CA 90406
Email: simon@simont.com

With a copy to:

Lerman Senter PLLC
2001 L Street, NW, Suite 400
Washington, DC 20036
Attention: Meredith S. Senter, Jr., Esq.
Email: msenter@lermansenter.com

If to Billy, Dave, Mike or Buyer:

Roaring Fork Broadcasting Company LLC
c/o David L Johnson
Carbondale, CO 81623
Email: remixmediagroup@gmail.com

With a copy to:

John Wells King
4051 Shoal Creek Lane East
Jacksonville, FL 32225-4792
Email: John@JWKingLaw.com

or to such other representative or at such other address as a party person may furnish to the other party in writing.

7.9. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, then so long as no party is deprived of the benefit of this Agreement in any material respects, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each such term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

7.10. 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. Facsimile or other electronically delivered copies of signature pages to this Agreement or any other document or instrument delivered pursuant to this Agreement shall be treated as between the parties as original signatures for all purposes.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties hereto have caused this Radio Stations Acquisition Agreement to be duly executed as of the date first written above.

SELLER:

BS&T WIRELESS, INC.

By: _____

Simon T
President

BUYER:

ROARING FORK BROADCASTING COMPANY LLC

By: _____

Name:
Title:

WILLIAM DALE CONN III

MICHAEL E. WATERS

DAVID L. JOHNSON

IN WITNESS WHEREOF, the parties hereto have caused this Radio Stations Acquisition Agreement to be duly executed as of the date first written above.

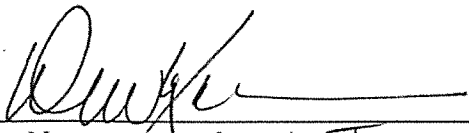
SELLER:

BS&T WIRELESS, INC.

By: _____
Simon T
President

BUYER:

ROARING FORK BROADCASTING COMPANY LLC

By: 
Name: DAVID L. JOHNSON
Title: MEMBER

WILLIAM DALE CONN III



MICHAEL E. WATERS



DAVID L. JOHNSON

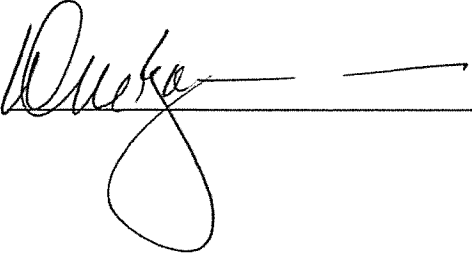


Exhibit A

NEGOTIABLE PROMISSORY NOTE

[Name of Maker, i.e., Billy, Mike or Dave]

[Maker's Location – City, State]

[Closing Date]

FOR VALUE RECEIVED, the undersigned, [Full Name and Address of Maker] (hereinafter referred to as “**Maker**”), hereby promises to pay to the order of BS&T Wireless, Inc., c/o Simon T, 2323 La Mesa Drive, Santa Monica, CA 90406 (hereinafter referred to as “**Holder**”), the sum of FORTY THREE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THRITY-THREE CENTS (\$43,333.33).

All outstanding principal sums shall be paid by Maker, in lawful currency of the United States of America and in immediately available funds, to Holder at its address stated above or such other place as Holder may designate in writing to Maker, on the earlier of (i) an Event of Default (as defined below) or (ii) [Insert date when this Note will be fully amortized] (the “**Maturity Date**”).

The unpaid principal balance from time to time outstanding under this promissory note (“**Note**”) shall accrue and bear interest at a rate per annum equal to (a) [Number] percent (X %) [the Applicable Federal Rate as of the Closing] during the first twelve months after the date of this Note and (b) five percent (5%) thereafter, until fully paid. All interest will be paid monthly in arrears on the last business day of each month. Interest shall be calculated based on a 360-day year for the actual number of days elapsed. In no event shall interest payable hereunder exceed the highest rate permitted by applicable law. To the extent any interest received by Holder exceeds the maximum amount permitted, such payment shall be credited to principal, and any excess remaining after full payment of principal shall be refunded to Maker. The principal balance of this Note may be prepaid in whole or in part, without premium or penalty, at any time.

Maker is not required to pay principal or interest during the first twelve months following the date of this Note. Beginning on the first day of the first calendar month following the 12-month anniversary of the date of this Note, Maker shall pay Holder ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) per month until this Note has been paid in full.

Each of the following shall constitute an “**Event of Default**” hereunder: (i) Maker's failure to make any payment when due hereunder; (ii) with respect to Maker, the commencement of an action seeking relief under federal or state bankruptcy or insolvency statutes or similar laws, or seeking the appointment of a receiver, trustee or custodian for Maker or all or part of its assets, or the commencement of an involuntary proceeding against Maker under federal or state bankruptcy or insolvency statutes or similar laws, which involuntary proceeding is not dismissed or stayed within thirty (30) days; or (iii) if Maker makes an assignment for the

benefit of creditors. If an Event of Default occurs, the obligations under this Note shall become immediately due and payable without notice or demand.

Maker agrees to pay all reasonable costs and expenses, including, without limitation, reasonable attorneys' fees and expenses incurred, or which may be incurred, by Holder in connection with the enforcement and collection of this Note. Such costs and expenses shall be payable upon demand for the same and until so paid shall be added to the principal amount of the Note.

Maker hereby waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance, performance and enforcement of this Note, and assents to extensions of the time of payment or forbearance or other indulgence without notice. No delay or omission of Holder in exercising any right or remedy hereunder shall constitute a waiver of any such right or remedy. Acceptance by Holder of any payment after demand shall not be deemed a waiver of such demand. A waiver on one occasion shall not operate as a bar to or waiver of any such right or remedy on any future occasion.

This instrument contains the entire agreement between Maker and Holder with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matter hereof. This instrument may be amended, modified, waived, discharged or terminated only by a writing signed by Maker and accepted in writing by Holder.

This instrument shall be governed by Colorado law, without regard to the conflict of laws provisions thereof. For purposes of any action or proceeding involving this Note, Maker and Holder hereby expressly submit to the jurisdiction of all federal and state courts located in the Colorado and consent to any order, process, notice of motion or other application to or by any of said courts or a judge thereof being served within or without such court's jurisdiction by registered mail or by personal service, provided a reasonable time for appearance is allowed (but not less than the time otherwise afforded by any law or rule), and waives any right to contest the appropriateness of any action brought in any such court based upon lack of personal jurisdiction, improper venue or forum non conveniens.

Maker has caused this Note to be executed and delivered to Holder as of the day and year first above written.

MAKER:

Print Name: