

14.4 Captions. The captions of Articles and Sections of this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

14.5 Governing Law. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Wyoming, without giving effect to principles of conflicts of laws.

14.6 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior agreements, understandings, inducements or conditions, express or implied, oral or written, relating to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent with any of the terms hereof. This Agreement has been prepared by all of the parties hereto, and no inference of ambiguity against the drafter of a document therefore applies against any Party hereto.

14.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

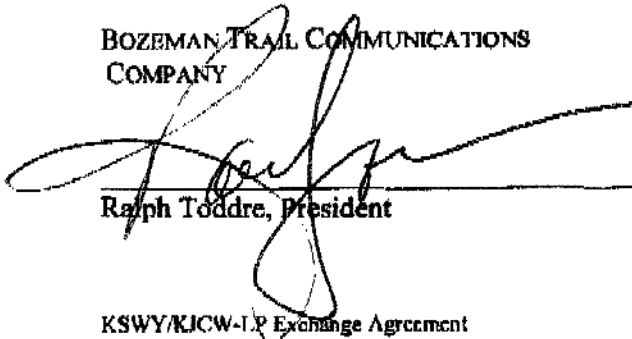
14.8 Knowledge. References herein to "knowledge of Western" or "knowledge of Bozeman" mean that an individual will be deemed to have knowledge of a particular fact or other matter if that individual is actually aware of that fact or matter. With respect to Bozeman and Western, knowledge is limited to the general manager of the Station and Station KJCW-LP, respectively.

14.9 Telecopy Execution and Delivery. A facsimile, telecopy or other reproduction of this Agreement may be executed by one or more parties hereto, and an executed copy of this Agreement may be delivered by one or more parties hereto by facsimile or similar electronic transmission device pursuant to which the signature of or on behalf of such Party can be seen, and such execution and delivery shall be considered valid, binding and effective for all purposes. At the request of any Party hereto, all parties hereto agree to execute an original of this Agreement as well as any facsimile, telecopy or other reproduction hereof.

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

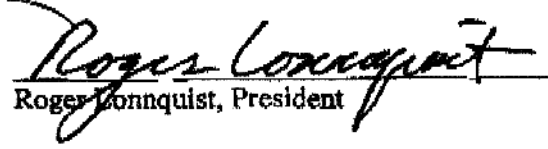
BOZEMAN

BOZEMAN TRAIL COMMUNICATIONS
COMPANY


Ralph Toddre, President

WESTERN

WESTERN FAMILY TELEVISION, INC.


Roger Lonnquist, President