

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of this 7th day of June, 2013, by and among Lopester Broadcasting, a sole proprietorship, ("Seller"), and The Montana Radio Company, LLC, a Montana limited liability company ("Buyer").

Recitals:

A. Seller holds a construction permit (the "Construction Permit") issued by the Federal Communications Commission (the "FCC") for a new FM broadcast station at Whitehall, Montana. FCC Facility ID No. 189560 (the "Station").

B. Seller has agreed to sell the Construction Permit and the Purchased Assets (as defined below) to Buyer, on the terms and conditions set forth herein.

Agreement:

In consideration of the foregoing, and the mutual covenants and agreements set forth below, Seller and Buyer hereby agree as follows:

1. Application. Within ten (10) business days of the date hereof, the parties hereto shall file an application with the FCC (the "FCC Application") for consent to assignment of the Construction Permit from Seller to Buyer. The parties shall each pay one-half of the necessary filing fee for the FCC Application. The parties shall cooperate in the diligent submission of any additional information requested or required by the Commission with respect to the FCC Application, and shall take all steps reasonably required for the expeditious prosecution of the FCC Application to a favorable conclusion.

2. Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all of the right, title and interest of Seller in and to certain of the assets, properties, interests and rights of Seller that are used or held for use in the operation of the Station and described below (the "Purchased Assets"). The Purchased Assets include the following:

a. The Construction Permit.

The Purchased Assets are to be conveyed through bills of sale, assignments or other documents customary for such purpose and satisfactory in form and substance to Buyer, Seller, and their respective counsel, including the certificates referenced in Sections 7 b. and 8 c. (the "Closing Documents"). The Purchased Assets are to be conveyed to Buyer free and clear of any liens, mortgages, claims, liabilities, assignments, conditions, exceptions, restrictions, limitations or charges, of any nature whatsoever (collectively, "Claims").

3. Purchase Price. The purchase price for the Purchased Assets to be paid on the Closing Date shall be Twenty Two Thousand Dollars (\$22,000) (the "Purchase Price") payable as follows: As of the date hereof the Buyer is depositing the sum of three Thousand Dollars (\$3,000.00) (the "Deposit") with Seller's counsel, Gammon & Grange, P.C. (the "Escrow Agent"), which deposit will be held and distributed by the Escrow Agent. The Deposit will be distributed to Seller at Closing (as defined below) as partial payment of the Purchase Price.. The balance of the Purchase Price will be paid at Closing by Buyer to Seller through a wire transfer of Federal funds to an account designated by Seller. In the event the sale is not consummated due to a breach by Seller (provided Buyer is also not in breach) or in the event the Agreement is terminated by mutual agreement or through no fault of the Buyer, the Deposit shall be returned to Buyer. In all other circumstances the Deposit shall be released to Seller

4. Representations, Warranties and Covenants of Seller. Seller hereby represents, warrants and covenants to Buyer that:

a. Lopester Broadcasting is a sole proprietorship 100% owned by Francesca Fitch.

b. The execution and delivery of this Agreement and the consummation of the transaction contemplated hereby have been duly authorized by Seller. No other or further act on the part of Seller is necessary to authorize this Agreement or the consummation of the transaction contemplated hereby. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable in accordance with its terms.

c. Subject to obtaining the approval of the FCC, the execution, delivery and performance of this Agreement (i) does not require the consent of any third party and (ii) will not conflict with, result in a breach of, or constitute a default under any agreement or instrument to which Seller is a party or by which Seller is bound or under any law, judgment, order, decree, rule or regulation of any court or governmental body which is applicable to Seller or the Station.

d. Seller is, and as of the Closing Date will be, in material compliance with all applicable laws, including the Communications Act of 1934, as amended, and the rules and regulations of the FCC.

e. The Purchased Assets are and on the Closing Date will be in compliance with all applicable laws.

f. Seller knows of no reason related to its qualifications which would disqualify it from holding the Construction Permit or assigning the Construction Permit to Buyer. The Construction Permit is valid and in full force and effect and constitutes all of the authorizations issued by the FCC in connection with the Station. The Construction Permit is not subject to any restriction or condition that would limit in any respect the operation of the Station.

g. Seller has, and on the Closing Date will have, good and marketable title to all the Purchased Assets, free and clear of all Claims. None of the Purchased Assets are subject

to any restrictions with respect to the transferability thereof. Seller has complete and unrestricted power and right to sell, assign, convey and deliver the Purchased Assets to Buyer as contemplated hereby. At Closing, Buyer will receive good and marketable title to all the Purchased Assets, free and clear of all Claims of any nature whatsoever.

h. Seller shall authorize and cooperate with Buyer in its filing of a minor change application by proposed assignee to modify the Station's construction permit at Whitehall, MT (the "Permit Application"). The Permit Application shall be prepared by, filed by, and paid for by Buyer. The Permit Application will be contingent upon the consummation of this underlying transaction so that in the event that this Agreement is terminated, Seller is able to maintain its current construction permit at its current site.

5. Representations and Warranties of Buyer. Buyer hereby represents and warrants to Seller that:

a. This Agreement constitutes a legal, valid and binding obligation of Buyer, is enforceable in accordance with its terms. Buyer has taken all requisite corporate actions required to authorize them to enter into and consummate this Agreement and the transaction provided for herein.

b. Buyer knows of no reason related to its qualifications that would disqualify it from acquiring the Construction Permits from Seller.

c. Buyer has the financial resources necessary to consummate the purchase contemplated by this Agreement.

6. Expenses. The expenses involved in the preparation and consummation of this Agreement shall be borne by the party incurring such expense. Buyer and Seller shall be equally responsible for all FCC filing fees associated with the FCC Application relating to the assignment of permit. Buyer shall be solely responsible for all FCC filing fees associated with the Permit Application.

7. Seller's Closing Conditions. All obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

a. The FCC shall have consented to the assignment of the Construction Permit to Buyer without any condition materially adverse to Seller.

b. All representations, warranties and covenants of Buyer made herein shall be true and correct or shall have been complied with as of the Closing Date, and Seller shall have delivered to Seller a certificate of an officer of Buyer to such effect.

b. Buyer shall have paid the Purchase Price.

c. Buyer shall have executed and delivered to Seller the Closing Documents.



8. Buyer's Closing Conditions. All obligations of Buyer to consummate the transactions contemplated by this Agreement are subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions:

a. The FCC shall have consented to the assignment of the Construction Permit to Buyer without any condition materially adverse to Buyer, and such consent shall have become final, *i.e.*, no longer subject to review, reconsideration, appeal or remand under applicable laws and rules, and the time for seeking such review, reconsideration, appeal or remand under such laws and rules shall have expired (a "Final Order").

b. Seller shall have executed and delivered to Buyer the Closing Documents and conveyed the Purchased Assets to Buyer in accordance with this Agreement.

c. All representations, warranties and covenants of Seller made herein shall be true and correct or shall have been complied with as of the Closing Date, and Seller shall have delivered to Buyer a certificate of an officer of Seller to such effect.

d. There shall have been no adverse change in the condition of the Purchased Assets between the date of this Agreement and the Closing Date, and the Construction Permit shall be in good standing at the FCC.

e. The FCC shall have consented to the Permit Application. Such consent need not be a Final Order.

9. Termination. This Agreement may be terminated as follows, it being agreed that time is of the essence for purposes of all deadlines or timeframes described herein:

a. If Closing has not occurred within nine(9) months of the date of this Agreement, either party may terminate this Agreement upon written notice to the other and the Deposit shall be refunded to Buyer unless Buyer is in breach of this Agreement.

b. If either Buyer or Seller shall be in material breach of this Agreement, and such breach is not cured after fifteen (15) days' written notice of such material breach, the other party, if not then in material breach, may terminate this Agreement and will be entitled to the Deposit. In the event of a material breach of this Agreement by Seller, Buyer may elect to obtain specific performance of the terms of this Agreement, it being agreed that the Purchased Assets are unique assets. If any action is brought by Buyer pursuant to this subsection to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law. In the event of a dispute hereunder, the prevailing party shall be entitled to recover reasonable attorney's fees from the other party.

10. Closing. The Closing, or the Closing Date, as used throughout this Agreement, shall occur on a date and in a place mutually agreeable to the parties, or by an exchange of

Closing Documents by electronic mail and overnight courier service, within ten (10) business days after the conditions precedent described in Sections 7 and 8 hereof are satisfied

11. Entire Agreement. This Agreement, together with all schedules hereto, constitutes the entire agreement between the parties and supersedes all prior agreements providing for the acquisition of the Station or the Construction Permit by Buyer.

12. Construction and Enforcement. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Montana. Any disputes arising out of this Agreement shall be resolved in state or federal court with jurisdiction in the State of Montana.

13. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the permitted successors and assigns of the parties hereto. Neither party shall assign this Agreement in whole or in part without the prior written consent of the other.

14. Cooperation. Both before and after the Closing, Seller and Buyer shall each cooperate, take such actions and execute and deliver such documents as may be reasonably requested by the other party in order to carry out the provisions of this Agreement. In addition, Seller agrees to file any modification applications which the Buyer may request. Any and all costs including filing fees of such applications shall be paid by Buyer.

15. Notices. All notices hereunder shall be delivered in writing and shall be deemed to have been duly given if delivered by next-day national courier service to the following addresses or such other addresses as any party may provide by written notice:

If to Buyer: The Montana Radio Company, LLC
100 W Lyndale Ave
Suite B
Helena, MT 59601
ATTN: Kevin Terry

With a copy (which shall not constitute notice) to:

Rini O'Neil, PC
1200 New Hampshire Ave NW
Suite 800
Washington, DC 20036
ATTN: David O'Neil

With a copy (which shall not constitute notice) to:

If to Seller: Lopester Broadcasting c/o
Francesca Fitch



6139 Franklin Park Rd.
McLean, Virginia 22101

With a copy (which shall not constitute notice) to:

Gammon & Grange, PC
8280 Greensboro Drive, 7th Floor
McLean, Virginia 22102-3807
Attention: A. Wray Fitch, Esquire

16. Exclusivity. While this Agreement is in effect, Seller agrees not to engage in any discussions or negotiations concerning any potential sale of the Purchased Assets to any party other than Buyer or its assigns.

17. Counterparts. This Agreement may be signed in 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.

18. Unjust Enrichment. Buyer and Seller agree to split evenly the cost of any unjust enrichment fee assessed by the FCC.


[SIGNATURE PAGE TO FOLLOW]

A handwritten signature in black ink, appearing to be 'HJ' or similar, located in the bottom right corner of the page.

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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

LOPESTER BROADCASTING

By 
Francesca Fitch

THE MONTANA RADIO COMPANY, LLC

By _____
Kevin Terry, Manager

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

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

LOPESTER BROADCASTING

By _____
Francesca Fitch

THE MONTANA RADIO COMPANY, LLC

By  _____
Kevin Terry, Manager

