

ASSET PURCHASE AGREEMENT

THIS Asset Purchase Agreement ("Agreement"), made and entered into this 16th day of June, 2008, by and between COMMUNITY COMMUNICATIONS, LLC ("Buyer") and MUNSON RADIO, INCORPORATED ("Seller"):

WITNESSETH:

WHEREAS, Seller is the owner, operator and licensee of Radio Station KEIN (AM) ("Station"), Great Falls, Montana, pursuant to valid licenses issued by the Federal Communications Commission ("Commission"); and

WHEREAS, Buyer desires to acquire all of the real and personal property, assets and rights used, useful or intended to be used, in the business and operation of Station and to secure an assignment of the licenses and other authorizations ("FCC Licenses") issued by the Commission for the operation of Station, and Seller desires to sell, assign, transfer and convey the same to Buyer; and

WHEREAS, Seller and Buyer will not be able to consummate this Agreement and the FCC Licenses may not be assigned until after the Commission has granted its consent and approval to the transactions contemplated herein;

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

1. Definitions. Unless otherwise stated in this Agreement, the following terms shall have the following meanings:

a. Assignment Application (or Application) refers to an application which the parties hereto will join in and file with the Commission requesting its written consent to the terms of this Agreement and the assignment of the FCC Licenses from Seller to Buyer.

b. Closing Date means a date to be designated by Buyer which shall not be earlier than the third (3rd) nor later than the sixtieth (60th) business day after the Commission provides Notice that it has approved and granted the Assignment Application; provided, however, that, in the event of any protest of the Application after grant, Buyer shall have the option to extend the Closing Date to a date not later than the thirtieth (30th) business day after the Commission's consent and approval has become a Final Order, as hereinafter defined.

c. Final order means an Order of the Commission granting its consent and approval to the assignment of the FCC Licenses to Buyer, which Order is no longer subject to rehearing, reconsideration or review by any court under the Communications Act of 1934, or the Rules and Regulations of the Commission.

d. Closing Place means the offices of Station in Great Falls, Montana, or such other convenient place as Buyer may reasonably designate.

2. Assets Sold and Purchased. Seller, on the Closing Date at the Closing Place, will sell, transfer, convey, assign and deliver to Buyer, by instruments in form satisfactory to Buyer, all of the assets, business, rights, privileges and immunities of Seller and Station except for those which may hereinafter be expressly excluded. Without limiting the generality of the foregoing, there shall be included:

a. The Station, as a going concern, together with all FCC Licenses, and all right, title and interest in and to the Call Letters KEIN. A listing of the FCC Licenses is attached hereto as Appendix A and made a part of this Agreement.

b. All tangible personal property, physical assets, fixtures, leasehold improvements, inventory and equipment, including supplies, owned or hereinafter acquired by

Seller, used, useful, or intended or use, in the operation of Station, wherever situated. This shall include all items listed in Appendix B attached hereto, together with any replacements or additions thereto made between the date hereof and the Closing Date, less any retirements made in the ordinary and usual course of business in connection with the acquisition of similar property or assets ("Personal Tangible Assets"). All Personal Tangible Assets shall be delivered free and clear of all liens, debts, claims, security interests, or other encumbrances of any kind or nature. Seller will permit verification of such property seventy-two (72) hours prior to closing.

c. The leases, contracts franchises and agreements listed and described in Appendix C attached hereto, together with such other leases, contracts, franchises, permits, and agreements which may be in effect now or on the Closing Date which Buyer may elect to also assume. These shall include, but not be limited to leases for tower and transmitter sites.

d. All contracts and agreements for the sale of time on Station which are for cash and at published rates, and those contracts entered into between the date hereof and the Closing Date in the usual and ordinary course of business which are cancelable on no more than thirteen (13) weeks notice; except that Buyer shall have the election to assume contracts which are at rates less than Seller's most recent rate card or which may not be cancelable within a thirteen (13) week period. A full and complete schedule or listing of all such contracts or agreements shall be furnished to Buyer on the Closing Date. Any existing contracts for the sale of time for cash which have been prepaid as of the Closing Date shall be prorated.

e. All intangibles owned or held by Seller for the operation of Station, including full right to the use of any copyrights, program rights, trademarks, trade names, "logos", promotions, jingles, slogans, original copy and the like.

f. A complete set of all documents required to be maintained in the Station's Public File pursuant to the Rules of the Commission.

g. In addition to the above, any and all easements, rights-of-way, permits and consents, if any, relating to or used in the business and operation of Station.

3. Excluded Assets. It is understood and agreed that the assets being sold to Buyer do not include accounts receivable, cash on hand, pre-paid expenses, deposits, notes receivable or securities owned by Seller, which assets are to be excluded from this transaction and remain the property of Seller.

4. Allocation of Price, Purchase Price, Method of Payment.

a. Allocation. The parties have agreed to the allocation of purchase price which is listed and is attached hereto as Appendix D.

b. Purchase Price. The purchase price to be paid by Buyer to Seller for all of the property, assets, contracts, rights, privileges and immunities to be acquired hereunder shall, subject to the adjustments provided for below, be the sum of \$200,000.00.

c. Method of Payment. The purchase price shall be paid by Buyer to Seller in cash at the Closing Date.

5. Prorations. The expenses and the billing of the Station attributable to the operation of Station up to the closing of business on the Closing Date shall be for the account of Seller and thereafter for the account of Buyer, including, without limitation, such expenses as power and utilities charges, wages and salaries, real and current personal property taxes, franchise fees, music license fees, rents applicable to the business or assets of Station, insurance premiums on policies which Buyer may elect to assume, and the billing for the sale of time on

the Station. The proration shall be made and paid, insofar as feasible, on the Closing Date, and to the extent not possible, as soon thereafter as possible.

6. Employment Agreement. Buyer shall not be obligated to employ any employees of Seller.

7. Consent of the Commission. It is specifically understood and agreed that the consummation of this Agreement shall be subject to the prior consent of the Commission without conditions materially adverse to Buyer. Upon execution of the Agreement, Seller and Buyer will, each at their own expense, proceed to expeditiously prepare and file with the Commission the requisite Assignment Application to secure such consent, together with such other necessary instruments and documents as may be required. The parties further agree to thereafter prosecute said Application with diligence, and to cooperate with each other and to use their best efforts to obtain the requisite consent and approval promptly and to carry out the provisions of this Agreement.

8. Legal Notice of Assignment Application. Upon the filing of the Assignment Application, Seller shall be responsible for, and shall take the necessary steps, to provide such Legal Notice concerning the filing as is required by the Rules of the Commission. Seller shall also undertake the timely filing of a Statement with the Commission evidencing compliance with Legal Notice requirements.

9. Termination of Agreement. If the Commission has not acted upon and granted its consent and approval to the Assignment Application within one (1) year from the date the Application is announced as tendered for filing with the Commission, this Agreement, at the option of either Seller or Buyer, and upon ten (10) days written notice to the other party, will

become null and void; provided, however, that the party giving such notice is not in default of any provision of this Agreement. Subject to the foregoing proviso, upon cancellation, the Seller and Buyer shall be released from all of their obligations to the other created by this Agreement.

10. Remedies for Breach by Buyer. In the event of a breach of this Agreement by Buyer prior to the Closing, Seller shall make written demand that Buyer perform the Agreement according to its terms. In the event Buyer fails to comply within a reasonable period of time thereafter, or gives notice of its intention to terminate, Seller may proceed against the buyer for Seller's out of pocket losses as a result of this Agreement, including reasonable attorney fees and court costs.

11. Buyer's Right of Specific Performance. The parties mutually understand and agree that the assets and property to be transferred pursuant to this Agreement are unique and cannot readily be purchased on the open market. For that reason, among others, Buyer will be irreparably damaged in the absence of its consummation. In the event of any controversy concerning the rights of Buyer under this Agreement, said rights, as well as the obligations of Seller, shall be enforceable by decree of specific performance, subject to Commission consent. Such remedy, however, shall be cumulative and not exclusive, and shall be in addition to any other remedies which Buyer may have.

12. Possession and Control. Between the date of this Agreement and the Closing Date, Buyer shall not control the operation of Station, but such operation shall be the responsibility of Seller. Buyer shall, however, be entitled to reasonable inspection of the premises and assets, and to notice of any unusual operating problems or developments with the purpose that an uninterrupted and efficient transfer of ownership may be accomplished. It is

further understood and agreed that, effective on the Closing Date and thereafter, Seller shall have no control over, not right to intervene or participate in, the operation of Station.

13. Exempted Liabilities and Contracts. Seller shall pay or discharge, and indemnify and hold Buyer harmless against, and there shall be no assumption of liability by Buyer for, any and all notes or accounts payable, commitments, agreements, arrangements, understandings, claims, debts, demands, obligations or liabilities incurred or made by, cause by, arising out of, or resulting from, any act or omission of Seller or its officers, employees, agents and independent contractors, up to the time of Closing in connection with Station or the property and assets to be transferred hereunder. Without limiting the generality of the foregoing, and except for those agreements expressly assumed by Buyer, Seller shall be solely responsible for the following:

a. All agreements, executed or executory, relating in any part to the exchange of time on Station for goods, wares, services, advertising, promotions, merchandising or anything other than cash.

b. Vacation and holiday pay and allowances based upon services rendered to the close of business on the Closing Date for Station's employees.

c. Frequency discounts, rebates or allowances to advertisers (or their agencies) to the extent that the same are based on broadcasts prior to the closing of business on the Closing Date and do not reflect an equal rate of compensation to Stations throughout the entire term of the advertising schedule.

d. Contracts, agreements or leases except those which Buyer has specifically agreed to assume.

14. Seller's Affirmative Covenants, Representations and Warranties. Seller

covenants, represents and warrants to Buyer that:

a. Organization and Standing. Seller is now, and on the Closing Date will be, a corporation duly organized, validly existing, and in good standing, and permitted to carry on the business of Station as presently conducted under the laws of the State of Montana.

b. Authorization. Seller has full power and authority to enter into this Agreement; the execution and delivery of this Agreement have been duly approved by the Board of Directors and shareholders of Seller; and the Agreement constitutes a valid and binding obligation of Seller in accordance with its terms.

c. FCC Licenses. Seller is now and on the Closing Date will be the holder of the FCC Licenses as listed Appendix A. The FCC Licenses constitute all of the licenses and authorizations required for and/or used in the operation of Station as now operated, and the FCC Licenses are now and on the Closing Date will be in full force and effect unimpaired by any act or omission of seller, its officers, directors, stockholders, employees or agents. There is not now and on the Closing Date there will not be pending or threatened any action by the Commission to revoke, rescind, cancel, modify or refuse to renew in the ordinary course of any of the FCC Licenses. There is not now and on the Closing Date there will not be pending, issued, outstanding, or to the knowledge of the Seller, threatened any Notice of Violation, Notice of Apparent Liability or Forfeiture. Seller shall, however, have reasonable opportunity prior to the Closing Date to contest in good faith or otherwise seek removal or rescission of any Notice issued or threatened after the date hereof of (so that no delay in the Closing will result), to pay the same in full, without being deemed in default of in breach hereunder.

d. Operation of Station. Between the date hereof and the Closing Date, the Station shall be operated in the normal and usual manner and in strict conformity with its FCC Licenses, the Communications Act, the Rules and Regulations of the Commission, and Standards of Good Engineering Practice. In the event of any violations of the foregoing, Seller shall be obligated, and shall have a reasonable opportunity prior to the Closing, to correct, at its own expense, the said violation to the reasonable satisfaction of Buyer. Should Buyer incur any expenditure, loss or detriment as a result of Seller's failure to comply with these, or any other, material representation or warranties, Buyer shall have a right of restitution and the right to set-off or withhold a reasonable sum from any obligation which may be due, or which may become due, to Seller.

e. Spare Parts and Inventories. The inventories of spare parts and tubes for the technical operating equipment of Station are now, and on the Closing Date shall be, at or about the levels normally maintained for Station and at the levels required by the Commission. A current inventory and equipment list shall be provided to the Seller within thirty (30) days of the date of this Agreement.

f. Schedules of Assets. All of the Personal Tangible Assets and Property are, without material omission, properly described and accurately listed in Appendices B and C attached hereto.

g. Title to Properties. On the Closing Date Seller shall have good and marketable title to all property and the Personal Tangible Assets conveyed herein shall be free and clear of all liens, charges, security interests, equities, encroachments and encumbrances.

h. Adequacy, Condition and Maintenance of Equipment. All of the

Physical Tangible Assets are now, and on the Closing Date will be, in good operating condition and repair and are completely adequate and suitable for the purposes for which they are presently used. Between the date hereof and the Closing Date, Seller will maintain all of the Personal Tangible Assets in their present good operating condition and shall, at its own expense, keep in a good state or repair and operating efficiency, all of the property and assets to be transferred hereunder. In the event any of the property acquired by Buyer at Closing is not as represented and warranted by Seller in this Agreement, an appropriate adjustment in the purchase price shall be made, said reduction to be without prejudice to Buyer's right to subsequently withhold from any payment required to be made under the terms of this Agreement an amount necessary to compensate Buyer for any after discovered defects or breach by Seller of any agreement, representation or warranty contained in this Agreement or any Appendix hereto.

I. Real Property. There is no real property owned by the Seller associated with this transaction.

j. Litigation. Except as set forth in the following paragraph, there is not now, and on the Closing Date there will not be, any judgment outstanding, or any claim, litigation, proceeding or investigation pending, or to the knowledge of Seller, threatened against Seller which might result in any adverse change in the business, condition or earnings of Station, or any of the Personal Tangible Assets or other property (or which would affect the use thereof by Buyer), and Seller does not know of any basis for such claim, litigation, proceeding or investigation.

Seller and its principal shareholder are presently defendants in a lawsuit brought by Creed Evans in Cause No. ADV 05-122 pending in the Montana Eighth Judicial District Court,

Cascade County, Montana, in which the plaintiff alleges breach of a lease among other allegations. The plaintiff is presently seeking a default judgment as a result of alleged failure of defendants to respond to discovery. Assignment of Seller's lease with Evan as provided for in this lease will probably require that Buyer be joined as a party in said lawsuit. Seller makes no predictions or guarantees as to how a judge or jury might ultimately rule in said lawsuit.

k. Contracts. Seller is not now, nor will it be on the Closing Date, in default under any of the leases, contracts and agreements to be assigned to Buyer hereunder, and all payments, services or other consideration due thereunder to the Closing Date shall have been made by Seller; provided, however, that Seller shall not be precluded from contesting in good faith any such claim of default and shall have the right to pay in full any such claim prior to the Closing Date. Upon Buyer's demand, Seller will obtain any necessary consents to assignment of all contracts within sixty (60) days of the date of this Asset Purchase Agreement. Appendix C is a true and complete list of all contracts, understandings and/or agreements of Stations except contracts for the sale of time which have less than a thirteen (13) week term. Seller is not a party to any Union agreements affecting the employees of Station, and Seller has no other contracts with employees other than the contracts listed in Appendix C. All of the contracts for sale of time on Station to be assigned to Buyer hereunder will have been entered into in the normal and usual course of business, will be terminable on not more than thirteen (13) weeks notice, and will be for cash, none of which shall have been prepaid unless a reimbursing adjustment for the benefit of Buyer is made at Closing.

l. Access to Records. Between the date hereof and the Closing Date, Buyer and representatives of Buyer shall, upon reasonable notice and during normal business

hours, be entitled to inspect the properties, titles, contracts, books, records and affairs of Station.

m. Operation in Ordinary Course. Between the date hereof and the Closing Date, Seller shall continue to operate the Station in the usual and ordinary course of business and shall maintain the business, employees and good will of Station

n. Insolvency. No insolvency proceedings of any character including without limitation, bankruptcy, receivership reorganization, composition or arrangement with creditors, voluntary or involuntary, affecting Seller, or any of its respective assets or properties are now, or on the Closing Date will be, pending, or, to the knowledge of the Seller, threatened. Seller shall not have made any assignment for the benefit of creditors, or have taken any action with a view to, or which would constitute the basis for, the institution of any such insolvency proceedings.

o. Filing of Tax Returns. Seller has, and on the Closing Date will have, filed all tax returns which are required to be filed by it and has, or will have on the Closing Date, paid or made provision for the payment of all taxes as shown on said returns or pursuant to any assessment received by it. Copies of the three (3) years prior tax returns for the station shall be delivered to the Buyer withing thirty (30) days of the date of this Asset Purchase Agreement.

p. Personnel Data. Seller shall, within ten (10) days of the execution of this Agreement, deliver to Buyer an accurate list, certified by an officer of the seller, showing (I) the names of all persons currently on the payroll of Station, together with a statement of the amount paid or payable to each such person for services as of _____ and the basis thereof; (ii) the bonus arrangements for all employees as of _____ (iii)a description of any other material compensation or personnel benefits or policies in effect as of _____, and (iv) a listing of any changes in salaries, bonus arrangements or

compensation which have occurred since said date.

q. Absence of Restrictions. The execution, delivery and consummation of this Agreement by Seller does not, and on the Closing Date, will not, conflict with, or result in a breach of, the terms, conditions, or provisions of, or constitute a default under, the Articles of Incorporation or By-Laws of Seller or any other agreements, instruments, laws or regulations to which it is now or on the Closing Date will be subject.

r. Disclosure. No covenant, representation or warranty by Seller and no written statement, schedule or certificate furnished or to be furnished by it pursuant thereto or pursuant to the Closing hereunder contains or will contain any untrue statement or a material fact necessary to provide Buyer with complete and accurate information as to Station and its affairs

s. Compliance with Applicable Laws. All of the Personal Tangible Assets and other property of Station are now and on the Closing Date will be in normal operating condition and repair and in conformity with all applicable laws, ordinances, regulations, rules or orders. Seller now has and on the Closing Date will have all requisite corporate and other power and all necessary permits, certificates, licenses, approvals and other authorizations required to carry on and conduct its business and to own, lease, use and operate its properties at the places and in the manner in which its businesses are now conducted.

t. No Material Change. Between the date hereof and the Closing Date, there will not be any material adverse change in the operation and business of station and Seller will maintain the present character of the Station and the quality of its programs, keep available for Buyer the services of its present employees, and preserve its present customers and business relations.

15. Negative Covenants, Representations and Warranties of Seller. Between the date hereof and the Closing Date, except as contemplated by this Agreement, Seller will not, without the prior written consent of Buyer:

a. Sell, assign, lease or otherwise transfer or dispose of any of the Personal Tangible Assets or Real Property of Stations, whether now owned or hereafter acquired, except in the normal and usual course of business in connection with the acquisition of similar property or assets. Any existing security interests or encumbrances shall be paid in full and cleared of record on or before the Closing Date.

b. Seller will not enter into any trade deals, modify or amend any existing agreements, or enter into any new contracts, agreements or understandings for Station except in the usual and ordinary course business, all of which shall be cancelable on not more than (13) thirteen weeks notice without penalty or premium, except for the extension or renewal of the Agreements listed in Appendix C and upon consultation with Buyer.

16. Buyer's Covenants, Representations and Warranties. Buyer specifically reserves the right to assign his interest in this Agreement to another corporation or business entity. Buyer covenants, represents and warranties to Seller that:

a. Organization and Standing. Buyer is or shall be, on the Closing Date, a business entity duly organized, validly existing and in good standing under the laws of the State of Montana.

b. Authority. Buyer as authority to enter into this Agreement and to carry out his obligations hereunder.

c. Assignment. In the event Buyer's right and obligations hereunder are

assigned to a new business entity, the principals of said business entity will take all legal steps necessary to ratify the execution of this Agreement, to legally bind the entity, and to insure that, on the Closing Date it will be duly organized and validly existing, and that it will be authorized to do business under the laws of the State of Montana.

d. Assumption. Buyer will, on the Closing Date, assume and perform all obligations of Seller under the executory contracts to be assigned and transferred to Buyer under this Agreement.

17. Conditions Precedent to Buyer's Obligations. The foregoing obligation of the Buyer to consummate the transaction contemplated hereby is subject to the fulfillment prior to or at the Closing Date of each of the following conditions:

a. Commission Approval. That the Commission shall have consented to the Assignment Application without conditions materially adverse to Buyer.

b. Taxes, Fees and Expenses. That, except as otherwise provided herein, the Seller shall have paid at or before Closing, all sales, documentary, transfer or other taxes or fees assessed or levied against it in connection with the sale to the Buyer hereunder, together with all costs and expenses of its performance of and compliance with all agreements and covenants contained in this Agreement to be performed or complied with by it. In the event any filing, license, grant or similar fees are imposed by the Commission relating to the operation of Station prior to the Closing Date, or to the filing, processing and granting of Assignment Application, such fees shall be the responsibility of Seller.

c. Representations and Warranties. That the representations and warranties of the Seller contained in this Agreement, or in any related document attached or delivered

pursuant hereto, shall be true and correct at and as of the Closing Date as though such representations and warranties were made at and as of such time.

d. Performance. That the Seller shall have performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to the Closing Date.

e. FCC Licenses. On the Closing Date, Seller shall be the holder of the FCC Licenses, or regular renewals thereof, as listed in Appendix A. No proceedings shall be pending or threatened which may result in revocation, cancellation, suspension, or a modification of any such FCC Licenses.

18. Risk of Loss. The risk of loss, damage or destruction to any of the property or assets to be transferred to the Buyer hereunder from fire or other casualty or cause shall be borne by Seller at all times up to the close of business on the Closing Date, and it shall be the responsibility of Seller to repair or cause to be repaired and to restore the property to its condition prior to any such loss, damage, or destruction. In the event of any such loss, damage, or destruction, the proceeds of any claim for any loss, payable under any insurance policy with respect thereto, shall be used to repair, replace or restore any such property to its former condition subject to the conditions stated below. It is expressly understood and agreed that, in the event of any loss or damage to any of the property or assets to be transferred hereunder from fire, casualty or other causes prior to the close of business on the day before the Closing Date, the Seller shall notify the Buyer of same in writing immediately. Such notice shall specify with particularity the loss or damage incurred, the cause thereof (if known or reasonably ascertainable), and the insurance coverage. In the event that the property is not completely

repaired, replaced or restored on or before the Closing Date, the Buyer, at its sole option: (a) may elect to postpone closing until such time as the property has been completely repaired, replaced or restored to the reasonable satisfaction of Buyer and, if necessary Seller may join Buyer in requesting extensions which may be required in order to complete such repairs; or (b) may elect to consummate the Closing and accept the property in its then condition, in which event Seller shall assign to Buyer all proceeds of insurance theretofore received covering the property involved or make appropriate deductions from the purchase price; or (c) may rescind this Agreement and declare it of no further force and effect.

19. Broadcast Transmission of Station Prior to Closing Date. If, prior to the Closing Date, any event occurs which prevents the regular broadcast transmission of the Station in the normal and usual manner in which it had theretofore been operating for a period of forty-eight (48) continuous hours or more, Seller shall give prompt written notice thereof to Buyer. If such facilities are not restored so that normal and usual transmissions are resumed within seven (7) days, Buyer shall have the right, by giving written notice to Seller of its election to do so, to terminate this Agreement forthwith and without any further obligation hereunder. In such event, this Agreement and all the terms and provisions hereof shall be deemed null and void and all Escrow funds shall be returned to Buyer.

20. Indemnification.

a. It is understood and agreed that the Buyer does not assume and shall not be obligated to pay, any liabilities of Seller under the terms of this Agreement or otherwise and shall not be obligated to perform any obligations of Seller, of any kind or manner, except by reason of contracts expressly assumed by the Buyer hereunder and, with respect to such contracts, only

such obligations which arise subsequent to the Closing Date or as herein provided. Seller hereby agrees to indemnify and hold Buyer, its successors and assigns, harmless from and against:

I. Any and all claims, liabilities and obligations of every kind and description, contingent or otherwise, arising from or related to the operation of the Station prior to close of business on the Closing Date, including, but not limited to, any and all claims, liabilities and obligations arising or required to be performed prior to the close of business on the Closing Date under any contract or instrument assumed by Buyer hereunder.

ii. Any and all damages or deficiency resulting from any misrepresentation, breach of warranty or covenant, or nonfulfillment of any agreement or obligation on the part of Seller under this Agreement, or from any misrepresentation in or omission from any certificate or other instrument furnished to the Buyer pursuant to this Agreement or in connection with any of the transactions contemplated hereby.

iii. Any and all actions, suits, proceedings, damages, assessments, judgments, costs and expenses, including reasonable attorneys' fees incident to any of the foregoing provisions, except as to litigation disclosed in this Asset Purchase Agreement.

b. If any claim or liability shall be asserted against the Buyer which would give rise to a claim by the Buyer against the Seller for indemnification under the provisions of this Paragraph, the Buyer shall promptly notify the Seller in writing of the same and the Seller shall, at its own expense, defend any such claim.

21. Seller's Performance at Closing. On the Closing Date at the Closing Place Seller shall execute and deliver or cause to be delivered to Buyer:

a. An Assignment to Buyer of the FCC Licenses for station, together with

any and all other related authorizations.

b. An Assignment to Buyer of all right, title and interest in and to the Call Letters KEIN

c. One or more Bills of Sale assigning, transferring and conveying to Buyer free and clear title to all of the Personal Tangible Assets to be acquired by Buyer pursuant to the terms of this Agreement.

d. An Assignment to Buyer of the leases, contracts, franchises and agreements to be assigned by Seller hereunder, together with any necessary consents thereto and the original copies of said documents.

e. A listing and Assignment of contracts for the sale of time on the Station.

f. An Assignment of all intangibles owned or held by Seller.

g. A complete set of all documents required to be maintained in the Public File of the Station.

h. A copy of a Resolution of Seller's Board of Directors and Shareholders, certified by Seller's Secretary, authorizing the execution, delivery and performance of this Agreement.

i. Such other Assignments, Bills of Sale or other instruments of transfer, assignment or conveyance as may be required by Buyer to effectuate the assignment, transfer and conveyance to Buyer of all assets, property, rights, privileges and immunities of Seller which are to be sold, transferred, conveyed and assigned to Buyer hereunder.

22. Buyer's Performance at Closing. On the Closing Date at the Closing Place Buyer shall:

a. Pay the sum of \$200,000.00.

b. Execute such documents as may be required in order to assume those contracts and agreements which Buyer has agreed to assume and perform.

23. Survival of Covenants, Representations and Warranties. The parties hereto understand and agree that all representations, covenants and warranties and agreements contained in this Agreement shall be deemed to be continuing and shall survive the Closing Date, the delivery of the property and assets to Buyer and the payment of the purchase price to the Seller.

24. Finders, Consultants and Brokers. No fees are payable under this agreement.

25. Notices. All necessary notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be deemed duly given if mailed by certified mail, postage prepaid addressed as follows:

a. If to Buyer: _____
Community Communications, LLC

b. If to Seller: Mr. Steve Dow
Munson Radio, Inc.
P.O. Box F
Black Eagle, Montana 59414

or such other addresses as the parties may from time to time designate in writing.

26. Benefit. The parties hereto understand and agree that this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

27. Other Documents. The parties shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement.

28. Appendices. All Appendices attached to this Agreement shall be deemed part of

this Agreement and incorporated herein, where applicable, as if fully set forth herein. If any provision in any Appendix conflicts with or is not consistent with the provisions of the Agreement, the terms of the Agreement shall govern.

29. Counterparts. This agreement may be signed by any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.


30. Headings. The headings of the Paragraphs of this Agreement are inserted as a matter of convenience and for reference purposes only and in no way define, limit or describe the scope of this agreement not the intent of any Paragraph hereof.

31. Entire Agreement. This Agreement is the only Agreement between the parties hereto and contains all of the terms and conditions agreed upon with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like instrument.

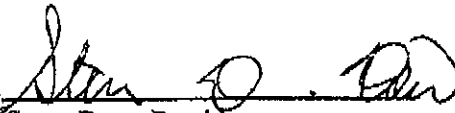
32. Representation. The parties acknowledge this Agreement was prepared by Steven Potts, attorney, at the request of both parties, and both parties agree to his preparation of this agreement. Both parties acknowledge that in the event they desire advice or representation concerning the terms and conditions of this Agreement, they have the right to obtain such from independent counsel. In the even of any conflict between the parties, each party shall obtain the services of independent counsel.

IN WITNESS THEREOF, the parties have duly executed this Agreement as of the date and year first above written.

COMMUNITY COMMUNICATIONS, LLC

By: 
Its _____

MUNSON RADIO, INC.

By: 
Steve Dow, President