

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), is made this 15th day of December, 2016, by and between Hi-Line Radio Fellowship, Inc., a Montana non-profit corporation (hereinafter, "HLRF" or "Buyer"), and Kalispell Christian Radio Fellowship, Inc., a Montana non-profit corporation (hereinafter, "KCRF" or "Seller").

W I T N E S S E T H:

WHEREAS, Seller is the holder of an Authorization issued by the Federal Communications Commission ("FCC" or "Commission") for FM Translator K2282FM, Whitefish, Montana, FCC Facility ID #148354 (hereinafter referred to as "Station");

WHEREAS, Seller desires to sell Station to Buyer, under the terms and conditions stated herein;

WHEREAS, Buyer desires to purchase Station under the terms and conditions stated herein; and

WHEREAS, consummation of this Agreement is subject to the prior approval of the Federal Communications Commission (hereinafter, "FCC"), Washington, D.C.;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

1. Subject to the prior approval of the FCC, which shall be obtained by its grant of the Assignment Application (defined below), Seller agrees to sell, transfer, assign, convey, and deliver to Buyer, and Buyer agrees to purchase: (a) the FCC Authorization for the Station (the "FCC Authorization"), (b) all goodwill and rights which Seller has in the frequency and call letters of Station (the "Intangibles"). All assets to be conveyed shall be free and clear of any security interests, mortgages, or other encumbrances.

2. There is no financial consideration due from Buyer to Seller in this transaction.

3. Buyer and Seller shall cooperate in the preparation of an FCC Assignment Application for the Authorization of K2282FM. The Application is to be prepared and filed within 10 business days of this Agreement.

4. Buyer shall pay FCC filing fees, if any, attributable to the Assignment Application.

5. Closing shall take place by an exchange of documents in person, or by fax, e-mail, or overnight courier service, within 10 business days of approval of the FCC Application for assignment of the Station's FCC Authorization.

At Closing, Seller will deliver to Buyer a Bill of Sale covering the assets to be assigned, and shall cooperate with Buyer in filing a Notice of Consummation with the FCC in a timely manner.

6. Prior to Closing, Seller shall have complete control over the operation of Station. After Closing, Buyer shall have complete control of the Station, and Seller shall retain no reversionary interest in the FCC Authorization or assets of the Station.

7. Notices which are to be sent by either party pursuant to the terms of this Agreement shall be effective as of the first business day after they are sent by overnight national courier service as follows:

If to Seller: KCRF, Inc.
PO Box 7393
Helena, MT. 59604

If to Buyer, to: Hi-Line Radio Fellowship, Inc.
PO Box 2426
Havre, MT 59501-2426

8. This document constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and shall be amended only by written agreement signed by both parties. This document shall be binding on the heirs, successors, and assigns of the parties hereto and shall be construed under the laws of the State of Montana.

9. This Agreement may be executed in counterpart copies. When exchanged, such executed counterpart copies shall together have the same force and effect as a single executed Agreement.

AGREED & ACCEPTED:

HI-LINE RADIO FELLOWSHIP, INC.

By: 

Title: Network General Manager

KALISPELL CHRISTIAN RADIO FELLOWSHIP, INC.

By: 

Title: Vice-President of Finance