

ASSET PURCHASE AGREEMENT

This **Asset Purchase Agreement** (the "Agreement") is entered into as of November 28, 2018, by and between **Rubin Broadcasting, Inc.**, a California corporation ("Seller") and **Southwest Montana Media LLC**, an Idaho limited liability company ("Buyer") (Buyer and Seller together, the "Parties" or each individually a "Party").

W I T N E S S E T H:

WHEREAS, Seller is the licensee of FM radio broadcast station KBOQ(FM), Channel 265C1, 100.9 megahertz, Lima, Montana (Facility ID No. 198810, "KBOQ" or the "Station");

WHEREAS, in accordance with applicable FCC requirements, Seller wishes to sell and assign the Station's FCC License and all assets used or useful in the construction and operation of the Station (as defined in Section 1, the "Assets") to Buyer, and Buyer wishes to buy and acquire the Assets from Seller; and

WHEREAS, the Parties have agreed to enter into a Time Brokerage Agreement during the time in which the assignment of the FCC License is pending before the FCC.

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

1. **Purchase and Sale of Assets.** Subject to the terms and conditions set forth below, Seller agrees to assign, sell and transfer to Buyer, and Buyer agrees to purchase, assume, and receive from Seller, all assets, properties and business held by Seller (except for Excluded Assets, as defined in Section 1.6) of every kind and description, wherever located, real and personal, tangible or intangible, used or to be used in the construction and operation of or otherwise relating to the Station (collectively the "Assets"). Seller agrees that the Assets are now, and on the Closing Date (as defined herein) shall be, free and clear of any and all liens, claims, petitions, charges and encumbrances of any nature whatsoever ("Liens"). The Assets to be transferred include, but are not limited to, the following:

1.1 the FCC License and any and all other FCC authorizations and pending applications pertaining to the Station;

1.2 any fixtures, leasehold improvements, furniture, equipment, supplies, motor vehicles, transmitters, towers or other tangible property held by Seller and useful for the construction and operation of the Station which for the purposes contained herein shall be known as the "Tangible Personal Property";

1.3 any business records (including but not limited to the local public inspection file for the Station), customer lists, copyrights, trademarks or service marks, trade names, other books and records, and other intangible assets, including but not limited to the Station's call sign "KBOQ", relating to the Station;

1.4 any of Seller's proprietary information, technical information, demographic and market data, coverage maps, diagrams and the like which relate to the Station or to the future business of the Station; and

1.5 assignment of any contracts, agreements, and leases which relate to the construction or operation of the Station that Buyer elects to assume.

1.6 notwithstanding the foregoing, the Assets shall not include (i) any cash on hand of Seller, (ii) any governing documents or similar records of Seller, and (iii) those existing contracts, leases or other agreements that Buyer elects not to assume.

2. **Time Brokerage Agreement.** The Parties into a Time Brokerage Agreement ("TBA") containing those terms and conditions standard and customarily found in such agreements. The TBA shall terminate upon the Closing as defined hereinbelow. The TBA Fee shall be One Dollar (\$1.00) per month plus reimbursement of all operating expenses associated with the operation of the Station. The TBA is attached hereto as Exhibit A

3. **Consideration.**

(a) The consideration for the purchase of the Assets shall be (i) cash in the amount of Five Thousand Dollars (\$5,000.00, "Cash Purchase Price") to be paid at Closing (as defined herein) by wire transfer of available funds and subject to the adjustments set forth herein, and (ii) transfer of ten percent (10%) of the limited liability company membership interests in Buyer (the "LLC Interest") (and the Cash Purchase Price together with the LLC Interest, the "Consideration").

(b) Within thirty (30) days of the mutual execution of this Agreement and the filing of the Assignment Application, Buyer will deliver to Seller a copy of Buyer's Limited Liability Company Operating Agreement for review with particular attention to the following (among other items):

(i) At no time shall Seller be subject to any so-called "squeeze down" requirement or "cash calls";

(ii) Seller shall take title to the LLC Interest in the name of Rubin Broadcasting, Inc., a California sub-chapter "S" corporation;

(iii) At all times Seller shall be insulated and indemnified from any claims against Buyer stemming from the management of the LLC by the Managing Member; and

(iv) Buyer's LLC Interest shall constitute an FCC attributable interest in Buyer and the Station, therefore, in all matters before the FCC and the State of Idaho, Seller shall be recorded as a Member of Buyer.

4. **Representation and Warranties of Seller.** Seller hereby represents and warrants to Buyer as follows:

4.1 **Organization, Standing and Qualification.** Seller is a corporation duly organized, validly existing, and in good standing under the laws of the State of California. Seller has all requisite power and authority to enter into this Agreement and the other documents and instruments to be executed and delivered by Seller and to carry out the transactions contemplated hereby and thereby.

4.2 **Authorization and Binding Obligation.** The execution, delivery, and performance of this Agreement and the other Transaction Documents (as defined in Section 7(d)) by Seller have been and will be duly and validly authorized by all necessary action on the part of Seller. This Agreement has been duly signed and delivered by Seller and constitutes the legal, valid, and binding obligations of Seller, enforceable in accordance with its terms, except as the enforceability may be affected by bankruptcy, insolvency, or other similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

4.3 **Good Title: No Liens.** Seller holds the FCC License. Seller also holds, or on the Closing Date will hold, good and valid title to the other Assets free and clear of all Liens and is the sole and exclusive owner of such assets. Upon the payment of the Consideration, Buyer will acquire good and valid title to the Assets, free and clear of all liens, claims, petitions, charges and encumbrances of whatsoever nature.

4.4 **Absence of Violation, Conflicting Agreements.** The execution, delivery, and performance of this Agreement by Seller (with or without the giving of notice, lapse of time, or both): (i) do not require the consent of any third party other than the FCC; (ii) will not violate any provision of Seller's articles of organization, bylaws, or other governing documents; (iii) will not violate any applicable law, judgment, order, injunction, decree, rule, regulation, ordinance or ruling of any court or governmental authority; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, FCC License or permit to which Seller is a party or by which Seller may be bound; and (v) will not create any claim, liability, lien, condition, charge or encumbrance of any nature whatsoever upon any of the Assets.

4.5 **FCC and Governmental Matters.**

(a) Seller is the sole holder of the FCC License which on the Closing Date will be in full force and effect and have not been revoked, suspended, canceled, rescinded, terminated, or modified and have not expired. Seller has no other authorizations, construction permits or licenses issued by the FCC pertaining to the Station. There are no applications pending before the FCC for modification of the FCC License except for applications which have been disclosed to Buyer. There is not pending, or to Seller's knowledge threatened, any action before the FCC to revoke, suspend, cancel, rescind, or modify the FCC License (other than proceedings to amend FCC rules of general applicability). There is not now issued, pending, outstanding, or to Seller's knowledge, threatened, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or notice of forfeiture or complaint against Seller, the Station

or the FCC License. Seller is aware of no facts and has received no notice or other communication from the FCC indicating that Seller is not in compliance in all material respects with all applicable requirements of the FCC.

(b) All regulatory fees, reports, and other filings required to be filed with the FCC by Seller have been timely filed and paid. All such reports and filings are accurate and complete in all material respects.

(c) Seller is, in all material respects, in compliance with all requirements of law, federal, state, and local, and all requirements of governmental authorities having jurisdiction over it.

4.6 **Liabilities**. As used in this Agreement, the term “Liability” means and includes any direct or indirect indebtedness, guaranty, endorsement, claim, cause of action, loss, damage, deficiency, cost, expense, obligation or responsibility, fixed or unfixed, known or unknown, asserted or unasserted, liquidated or unliquidated, secured or unsecured. Except for the obligation to pay FCC regulatory fees, the Seller has no Liabilities of any kind, nor are the Assets subject to Liabilities of any kind. The Seller has no knowledge of any circumstances, condition, events, or arrangements, contractual or otherwise, which may give rise to Liabilities for the Seller or relating to the Assets or to which any of the Assets may be subject either prior to or after the Closing Date.

4.7 **Absence of Litigation**. There is no suit, action, proceeding, or investigation now pending or, to the best knowledge of Seller, threatened before any federal, state or local court, grand jury, administrative or regulatory body, arbitration or mediation panel or similar body, against Seller or in any way involving or relating to the Assets, or which may result in any judgment, order, decree, liability, award or other determination which will, or could, have any material adverse effect upon any of the Assets, nor to the best knowledge of Seller are there any grounds therefore. There is no order, judgment or decree of any court or governmental agency, and to the best knowledge of Seller there are no circumstances that could be reasonably expected to result in any such order, judgment or decree, enjoining Seller from selling and transferring the permit or any of the Assets to Buyer pursuant to this Agreement.

4.8 **Absence of Contracts**. Except for any contracts, leases and other agreements previously disclosed to Seller in writing, Seller is not a party to or bound by any written, oral or implied contract, agreement, lease, power of attorney, guaranty, surety arrangement or other commitment relating in any way to any of the Assets or to the future business of the Station.

4.9 **Disclosure**. No representation or warranty by Seller in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Seller pursuant to this Agreement or in connection with the transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading. All statements and information contained in any certificate, instrument, schedule, or document delivered by or on behalf of Seller shall be deemed representations and warranties by Seller.

5. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as follows:

5.1 **Organization and Standing.** Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Idaho. Buyer has all requisite power and authority to enter into this Agreement and the other documents and instruments to be executed and delivered by Buyer and to carry out the transactions contemplated hereby and thereby.

5.2 **Authorization and Binding Obligation.** The execution, delivery and performance of this Agreement and the other Transaction Documents by Buyer have been and will be duly and validly authorized by all necessary action on the part of Buyer. This Agreement has been duly signed and delivered by Buyer and constitutes the legal, valid and binding obligations of Buyer, enforceable against it in accordance with its terms, except as the enforceability may be affected by bankruptcy, insolvency or other similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

5.3 **Absence of Violation, Conflicting Agreements.** Buyer's execution, delivery and performance of this Agreement (with or without the giving of notice, lapse of time, or both): (i) do not require the consent of any third party other than the FCC; (ii) will not violate any provision of its articles of incorporation, by-laws, or other governing documents; (iii) will not violate any applicable law, judgment, order, injunction, decree, rule, regulation, ordinance, or ruling of any court or governmental authority; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of any agreement, instrument, FCC License, or permit to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire the Assets.

5.4 **Absence of Litigation.** There is no suit, action, proceeding, or investigation pending or, to Buyer's knowledge, threatened before any federal, state or local court, grand jury, administrative or regulatory body, arbitration, or mediation panel or similar body, to which Buyer is a party, which seeks to enjoin or prohibit or otherwise to question the validity of any action taken or to be taken by Buyer pursuant to or in connection with this Agreement.

5.5 **Disclosure.** No representation or warranty by Buyer in this Agreement, nor any statement, certificate, schedule, document or exhibit hereto furnished or to be furnished by or on behalf of Buyer pursuant to this Agreement or in connection with the transactions contemplated hereby, contains or shall contain any untrue statement of material fact or omits or shall omit a material fact necessary to make the statements contained therein not misleading. All statements and information contained in any certificate, instrument, schedule or document delivered by or on behalf of Buyer shall be deemed representations and warranties by Buyer.

6. **Covenants of Seller.** Between the date hereof and the Closing Date, except as contemplated by this Agreement or with the prior written consent of Buyer, Seller hereby covenants and agrees:

6.1 to perform all acts necessary to carry out the transactions contemplated by this Agreement and not to: (i) sell, transfer or encumber any of the Assets; or (ii) perform any acts within its control that are inconsistent with its representations, warranties, covenants and agreements set forth herein;

6.2 to notify Buyer promptly of the commencement or threat of any claim, suit, action, arbitration, legal, administrative or other proceeding, governmental investigation or tax audit against (i) Seller or (ii) any other party that relates in any way to, or that could reasonably be expected to affect the FCC License or any of the Assets;

6.3 to cooperate fully with Buyer in taking any and all actions necessary or desirable for the consummation of the transactions contemplated by this Agreement; and

6.4 to give Buyer and its employees and other authorized representatives, during normal business hours and with reasonable prior notice, access to the Assets and to all other books, records, and documents of Seller relating to the Station for the purpose of audit and inspection, and will furnish or cause to be furnished to Buyer or its authorized representatives, upon reasonable notice, all information with respect to the Station's business that Buyer may reasonably request.

7. Joint Covenants.

7.1 **Cooperation.** Buyer and Seller shall cooperate fully with each other and their respective counsel in connection with any actions required to be taken as part of their obligations under this Agreement, including (i) the filing of an assignment application (the "Assignment Application") with the FCC, (ii) the defense against any petition to deny or informal objection filed against the Assignment Application, and (iii) the Buyer's assumption of any leases or other agreements relating to the Station which Buyer elects to assume. The parties will use their best efforts to consummate the transactions contemplated hereby and to fulfill their obligations hereunder. No Party shall take any action that is inconsistent with its obligations hereunder, that would render any of its representations or warranties herein untrue or incomplete or that could hinder or delay the foregoing. Each Party shall prepare its portion of the Assignment Application, which as noted shall be filed with the FCC within five (5) business days after execution of this Agreement. Each Party shall share equally in the payment of FCC filing fees associated with the Assignment Application. Each Party shall pay its own attorney fees incurred in filing and prosecuting the Assignment Application.

8. **Seller's Deliveries at Closing.** At Closing, Seller shall deliver or cause to be delivered to Buyer the following:

8.1 A Certificate, dated as of the Closing Date and signed by an executive officer of Seller to the effect that (i) all representations and warranties of Seller contained in this Agreement, the Transaction Documents, or in any exhibit, schedule, certificate or other document delivered pursuant hereto, shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if made on and as of that date, and (ii) all of the terms, covenants and conditions to be complied with and performed by the Seller on prior to the Transfer Date shall have been complied with or performed in all material respects;

8.2 A copy of the FCC License, together with a copy of the FCC's consent to assignment of the FCC License to Buyer or its assignee, and all other files, records and correspondence pertaining to the FCC License or the Station in Seller's possession;

8.3 A bill of sale and such other written evidence satisfactory to Buyer of the transfer of title to the FCC License and the other Assets;

8.4 An assignment of any contracts, agreements or lease related to the construction or operation of the Station which Buyer elects to assume; and

8.5 Such other documents or instruments as Buyer may reasonably request to carry out the transaction contemplated by this Agreement. For purposes of this Agreement, all such documents are defined as the "Transaction Documents".

9. **Buyer's Deliveries at Closing.** At Closing, Buyer shall deliver or cause to be delivered to Seller the following:

9.1 A Certificate, dated as of the Closing Date and signed by an executive officer of Buyer, to the effect that (i) all representations and warranties of the Buyer contained in this Agreement, or in any exhibit, schedule, certificate or other document delivered pursuant hereto, shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as if made on and as of that date, and (ii) all of the terms, covenants and conditions to be complied with and performed by Buyer on or prior to the Closing Date shall have been complied with or performed in all material respects;

9.2 The Cash Purchase Price as provided in Section 2 hereof, by wire transfer of immediately available funds, and documents transferring or assigning the LLC Interest to Seller; and

9.3 Such other documents or instruments as Seller may reasonably request to carry out the transaction contemplated by this Agreement.

10. **Closing.**

10.1 **Time and Place.** The Closing and consummation of the sale of the Assets to Buyer from Seller ("Closing") will take place at a location the parties may mutually specify, and may be conducted by overnight courier, and shall be held within five (5) business days after the date on which the FCC staff consent has been granted, or at such other time and place as the parties may mutually agree (such date, the "Closing Date").

10.2 **Effect of Closing.** Seller shall remain responsible for all expenses, liabilities and obligations of the FCC License and the Station up through and including the Closing Date, and Buyer shall be fully responsible for all expenses, liabilities and obligations of the FCC License and the Station incurred after the Closing Date.

11. **Termination.**

11.1 **Termination by Buyer.** Buyer may terminate this Agreement, if not then in material default, upon written notice to Seller upon the occurrence of any of the following:

(a) If FCC approval is denied or approval has not been received within six (6) months of the filing of the Assignment; or

(b) If the Seller defaults in the observance or in the due and timely performance of any of its material covenants or agreements contained herein and such default has not been cured within twenty (20) business days after written notice by the Buyer.

11.2 **Termination by Seller.** Seller may terminate this Agreement, if not then in material default, upon written notice to Buyer, upon the occurrence of any of the following:

(a) If FCC approval is denied or approval has not been received within six (6) months of the filing of the Assignment; or

(b) If the Buyer defaults in the observance or in the due and timely performance of any of its material covenants or agreements contained herein and such default has not been cured within twenty (20) days after written notice by the Seller.

12. **Indemnification.**

12.1 **Seller's Indemnification.** Seller shall indemnify, defend, and hold Buyer and its officers, directors, employees or agents harmless from and against any and all loss, cost, liability, damage, and expense (including legal and other expenses incident thereto) of every kind, nature or description arising out of: (a) the breach of any representation or warranty of Seller set forth in this Agreement or in any schedule or certificate delivered to Buyer pursuant hereto; (b) the breach of any of the covenants or agreements by Seller contained in or arising out of this Agreement or the transactions contemplated hereby; or (c) the holding of the FCC License prior to the Closing Date, and the conduct of the business of the Station prior to the Closing Date including, but not limited to, any liability, judgment or damages against Seller, its employees or agents, as a result of litigation involving the Seller prior to the Closing Date.

12.2 **Buyer's Indemnification.** Buyer shall indemnify, defend and hold Seller and its officers, directors, employees or agents harmless from and against any and all loss, cost, liability, damage and expense (including legal and other expenses incident thereto) of every kind, nature or description arising out of (a) the breach of any representation or warranty of Buyer set forth in this Agreement or in any certificate delivered to Seller pursuant hereto; (b) the breach of any of the covenants or agreements by Buyer contained in or arising out of this Agreement or the transactions contemplated thereby; or (c) the holding of the FCC License after the Closing Date, and the conduct of the business of the Station after the Closing Date including, but not limited to, any liability, judgment or damages against Buyer, its officers, directors, employees, or agents, as a result of litigation involving the Buyer after the Closing Date.

12.3 **Indemnification Procedure.** In the event of any claim for indemnification, the claiming Party will promptly notify the indemnifying Party in writing of the basis for the amount of the claim, including the name of any third party involved. The indemnifying Party will have the right, to be exercised within thirty (30) days of notice, if liability to a third party is involved, to defend or compromise such matter at the sole cost and expenses of the indemnifying Party, and the indemnified party must cooperate fully in such defense. The indemnified Party will not settle or compromise any claim by a third party for which it is entitled to indemnification without the prior consent of the indemnifying Party, unless suit has been instituted and the indemnifying Party has not assumed control of the suit.

13. **Assignability.** This Agreement may not be assigned by either Party, except that Buyer may assign all of its unperformed rights, duties, benefits, and obligations under this Agreement to a commonly owned affiliate or subsidiary which agrees to accept such assignment and assume all such obligations hereunder and provided further that Seller's LLC Interest is recognized and protected whether in Buyer or in Buyer's assignee.

14. **Other Provisions.**

14.1 **Attorneys' Fees.** Should any Party default in the performance of any of the terms or conditions of this Agreement, which default results in the filing of a lawsuit for damages, specific performance, or other permitted remedy, the prevailing Party in such lawsuit shall be entitled to its reasonable legal fees and expenses, including such fees and expenses at the appellate level.

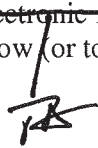
14.2 **Benefit and Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, heirs and assigns.

14.3 **Governing Law.** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Montana, without regard to the choice of law provisions thereof. Any litigation arising from the Agreement shall be subject to the exclusive jurisdiction of a federal or state court of competent jurisdiction located in Beaverhead, Montana.

14.4 **Construction.** The Parties acknowledge and agree that this Agreement has been fully negotiated between them and shall not be interpreted or construed against the drafting party.

14.5 **Notices.** All notices, demands, requests or other communication required or permitted hereunder shall be in writing and sent by certified or registered mail, return receipt requested, postage prepaid, or ~~by electronic mail~~, by overnight air courier service, or by personal delivery, to the address specified below (or to such other address which a party shall specify to the other party in accordance herewith):

If to Seller:


Rubin Broadcasting, Inc.
Attention: Steven E. Rubin, President
100 Balboa Place
Needles, California 92363

If to Buyer: Southwest Montana Media LLC
Attention: Ted W. Austin, Jr., Managing Member
2464 Radio Road
St. Anthony, Idaho 83445

Notice shall be deemed to have been given on the date of personal delivery, date and time stamp on electronic delivery, one business day after delivery to an overnight air courier service, and three business days after mailing by certified or registered mail or the date on the return receipt.

14.6 **Multiple Counterparts and Facsimile Signatures.** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Counterpart signatures to the Agreement delivered and received by facsimile or by electronic transmission (email) shall be acceptable and binding to both parties.

14.7 **Entire Agreement.** This Agreement and all documents to be delivered by the Parties pursuant hereto, collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement supersedes all prior memoranda and agreements between the Parties hereto, and may not be modified, supplemented or amended, except by a written instrument signed by each of the parties hereto designating specifically the terms and provisions so modified, supplemented, or amended.

14.8 **Captions.** The section captions and headings in this Agreement are for convenience and reference purposes only and should not affect in any way the meaning or interpretation of this Agreement.

14.9 **No Waiver.** Unless otherwise specifically agreed in writing to the contrary: (i) the failure of any Party at any time to require performance by the other of any provision of this Agreement shall not affect such Party's right thereafter to enforce the same; (ii) no waiver by any Party of any default by another shall be taken or held to be a waiver by such Party of any other preceding or subsequent default; and (iii) no extension of time granted by any Party for the performance of any obligation or act by any other Party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder.

14.10 **No Broker.** Seller and Buyer each represent and warrant to the other that neither Buyer nor seller has engaged any broker, finder or agent in connection with the transactions contemplated by this Agreement other than MCH Enterprises, Inc. which has represented Seller.

14.11 **Further Assurances.** Upon the signing of this Agreement, Seller will use its best efforts, and Buyer will reasonably cooperate with Seller, to secure FCC authorization for the assignment of the FCC License and the other Assets and any related authorizations or fulfillment of any conditions hereto. The Parties acknowledge that FCC consent is required prior to assignment of the FCC License, and agree not to affect such Assignment before such consent has been obtained. At and after the Closing, Buyer and Seller will, without further consideration,

execute and deliver such further instruments and documents and do such other acts and things that the other Party may reasonably request in order to effect or confirm the transactions contemplated by this Agreement.

14.12 **Specific Performance and Liquidated Damages.** Because the Assets to be transferred pursuant to the terms of this Purchase Agreement are unique and not readily available on the open market, either Party would be seriously damaged should the transaction represented herein not be consummated through no fault of its own but for reasons attributable to the offending party.

(a) In the event of a default or breach of the terms of this Agreement by Seller, Buyer shall have the right to enforce the terms of this Agreement by a decree of specific performance.


(b) In the event of a default or breach of the terms of this Agreement by Buyer, Seller shall have the right to Liquidated Damages in an amount not to exceed Five Thousand Dollars (\$5,000.00).

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and first year above written.

SELLER:

RUBIN BROADCASTING, INC.

By: _____


Steven E. Rubin
President

BUYER:

SOUTHWEST MONTANA MEDIA LLC

By: _____

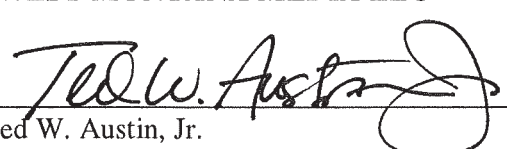

Ted W. Austin, Jr.
Managing Member

EXHIBIT A
TIME BROKERAGE AGREEMENT