

ASSET PURCHASE AGREEMENT

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THIS PURCHASE AGREEMENT ("Agreement") is made as of July 23, 2007 by and between Columbia Gorge TV, Inc., an Oregon cooperative corporation ("Licensee"), and Rural Oregon Wireless Television, an Oregon non-profit corporation ("Assignee").

RECITALS:

Licensee holds the licenses ("Licenses") issued by the Federal Communications Commission ("FCC") for Television Translators K28CQ, Hood River, Oregon (Facility ID No. 12431); K40AM, Hood River, Oregon (Facility ID No. 12430); K50CE, Hood River, Oregon (Facility ID No. 12436); and K53EI, Hood River, Oregon (Facility ID No. 12432) (collectively, the "Stations"), and the Licenses are in full force and effect. Licensee desires to assign the Licenses and all rights relating thereto to Assignee, together with all assets of Licensee associated with the operation of the Stations, and Assignee desires to acquire such assets and Licensee's rights under the Licenses.

AGREEMENT:

NOW, THEREFORE, the parties agree as follows:

Section 1. Assets Sold and Purchased. On the terms and subject to the conditions described herein, including without limitation the conditions described in Section 3 hereof, Licensee agrees to assign, transfer, convey and deliver to Assignee, and Assignee agrees to purchase and accept the following assets and properties (the "Assets"):

- (a) the Licenses and all other FCC authorizations for the Stations as well as any applications pending before the FCC relating to the Stations;
- (b) all technical information and engineering data pertaining to the operation of the Stations;
- (c) all of the equipment and physical assets used or held for use by Licensee in connection with the operation of the Stations;
- (d) all cash, checking and savings accounts, certificates of deposit and investment securities held by Licensee on the Closing Date (the "Liquid Assets");
- (e) all books of account, forms, records, files, invoices, business records, correspondence, memoranda, customer lists and other data (in all mediums) owned, associated with, used, or employed by Licensee in connection with the operation of the Stations; and
- (f) all rights of Licensee relating to any improvements located at the Stations.

Section 2. Purchase Price. The purchase price to be paid by Assignee to Licensee for the Assets shall be Twenty-Five Dollars (\$25.00). Assignee will pay this amount by check on the Closing Date specified in Section 5.

Section 3. Governmental Approvals. Consummation of the purchase and sale provided for herein is conditioned upon the FCC having given its consent in writing to the assignment from Licensee to Assignee of the Licenses for the Stations, and said consent having become final. The FCC's consent shall be deemed final after it is granted and published, when the time for the filing of any protest, petition to deny, request for stay, petition for rehearing, or appeal of such order has expired and no protest, petition to deny, request for stay, petition for rehearing or appeal is pending. The parties may mutually agree in writing to waive this requirement of finality.

Section 4. Filing of FCC Application. The parties agree to proceed as expeditiously as practicable to prepare and file an application requesting FCC consent to the transaction herein set forth and to file said application (i.e., FCC Form 345) with the FCC within ten (10) days from the date of this Agreement. Licensee hereby grants its permission for Assignee to file for authority from the FCC to modify the frequency of any of the Stations due to displacement (and to relocate the transmission site as deemed necessary by Assignee) and shall provide to Assignee a letter evidencing such consent in such form as Assignee may request. Each party agrees to prosecute the foregoing application in good faith and with due diligence. Assignee will be responsible for expenses incurred in the preparation, filing, and prosecution of the foregoing application. The filing fee for the foregoing application shall be paid by Assignee.

Section 5. Closing Date and Place. The Closing shall take place within ten (10) business days after receipt and finality of the last consent required to be obtained (as described in Section 3), provided that the other conditions specified in this Agreement have been met, at 1501 S.W. Jefferson Street, Portland, Oregon, or at such other time and place or on such other date as Licensee and Assignee may mutually agree.

Section 6. Licensee's Representations and Warranties. Licensee represents, warrants and covenants to Assignee as follows:

(a) Licensee is an Oregon cooperative corporation duly organized and validly existing and this Agreement has been duly authorized, executed, and delivered by Licensee and is a valid and binding agreement enforceable against Licensee in accordance with its terms;

(b) Except as specifically stated in this Agreement, Licensee has full power and authority to sell, transfer, assign, and convey the Assets and to execute, deliver and perform this Agreement;

(c) Licensee has the power and authority to own and operate the Stations and the business and properties related thereto and on the Closing Date will hold valid authorizations from the FCC which are necessary for Licensee to own and operate the Stations;

(d) Licensee has clear title and ownership, free of all liens, claims, charges and encumbrances, of all the Assets;

(e) There is no claim or litigation or proceeding pending or, to Licensee's knowledge, threatened which affects the title or interest of Licensee to or in any of the Assets, or which would prevent or adversely affect the ownership, use, or operation of the Stations by Assignee;

(f) All of the representations in Licensee's application for the Licenses for the Stations continue to be true, complete, and correct, and Licensee is legally qualified under all applicable FCC standards to be an FCC licensee.

Section 7. Assignee's Representations and Warranties. Assignee represents, warrants, and covenants to Licensee as follows:

(a) Assignee is a corporation duly organized and validly existing in good standing and possesses all corporate power necessary to own and operate a broadcast station and carry out the provisions of this Agreement;

(b) The execution and delivery of this Agreement and the consummation of the purchase provided for herein has been duly and validly authorized by all necessary corporate authority on behalf of Assignee;

(c) Assignee does not know, or have reason to know, of any facts which will disqualify Assignee from securing the FCC's consent to the assignment of the Licenses or from completing the transactions contemplated herein. Should Assignee become aware of any such facts or circumstances, Assignee shall immediately inform Licensee.

Section 8. Control of Station; Covenant Not to Encumber. Assignee shall not, directly or indirectly, control, supervise or direct the operation of the Stations until the Closing. Such operation and control shall be the sole responsibility of Licensee until the Closing. Between the date hereof and the Closing Date, Licensee shall continue to operate the Stations in the ordinary course of business, consistent with past practice. Licensee agrees that it shall not convey, transfer or encumber the Licenses between the date hereof and the Closing Date without the express written consent of Assignee. Licensee agrees that it shall not convey, transfer or encumber any of the Assets between the date hereof and the Closing Date except in the ordinary course of business.

Section 9. Risk of Loss. Risk of loss, damage, or destruction to the Assets shall be upon Licensee up to and including the Closing Date, and upon Assignee thereafter.

Section 10. Brokers. Licensee and Assignee hereby represent and warrant to the other that neither is bound or obligated to pay any sales commission, brokers, or finders fees in connection with the transaction contemplated herein.

Section 11. Conditions Precedent to Assignee's Obligation to Close. Assignee shall not be obligated to close under this Agreement unless and until the following conditions have been met:

(a) The FCC shall have given its consent to the assignment of the Licenses for the Stations from Licensee to Assignee and said consent shall have become final as set forth in Section 3 herein;

(b) Licensee shall hold valid, current, and unexpired Licenses for the Stations;

(c) Licensee shall have performed and complied with all the material agreements, obligations, covenants and conditions required by this Agreement to be performed or complied with, prior to or as of the Closing Date; and

(d) The representations and warranties of Licensee set forth in this Agreement shall be true in all material aspects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

Section 12. Conditions Precedent to Licensee's Obligation to Close. Licensee shall have no obligation to close this Agreement unless and until the following conditions precedent are met:

(a) The FCC shall have given the consent to the assignment of the Licenses for the Stations from Licensee to Assignee and said consent shall have become final as set forth in Section 3 herein;

(b) Assignee shall have performed and complied with all material agreements, obligations, covenants, and conditions required by this Agreement to be performed or complied with, prior to or as of the Closing Date; and

(c) The representations and warranties of Assignee set forth in this Agreement shall be true in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date.

Section 13. Assignee's Performance at Closing. At the Closing, Assignee shall pay to Licensee the purchase price described in Section 2 herein and deliver such documents and instruments as Licensee may reasonably require in order to consummate the transactions provided for in this Agreement.

Section 14. Licensee's Performance at Closing. At the Closing, Licensee shall deliver to Assignee the Licenses and all other FCC authorizations for the Stations and possession of the tangible Assets, together with such documents and instruments as Assignee may reasonably require to transfer and convey title to the Assets to Assignee and to consummate the transactions provided for in this Agreement.

Section 15. Survival of Warranties. All representations, warranties, and covenants made by the parties to this Agreement shall be deemed made for the purpose of inducing the other into this Agreement, and shall survive the Closing and remain operative in full force and effect regardless of any investigation at any time made by either party, and shall not be deemed merged into any document or instrument executed or delivered at the Closing.

Section 16. Term. In the event the Closing of this transaction has not taken place on the first anniversary of the date of this Agreement by reason of the inability of Licensee and Assignee to obtain any of the consents, approvals, or grants of extension described in Section 3 herein, then both parties shall be relieved of any further liability or obligations hereunder.

Section 17. Termination on Notice for Hearing. If the FCC designates any of the applications contemplated by Section 3 of this Agreement for hearing by action no longer subject to reconsideration or administrative review, either party shall have the option of terminating this Agreement by written notice to the other party prior to the commencement of the hearing, and in such event both parties shall be relieved of any and all liabilities and obligations hereunder.

Section 18. Specific Performance. The parties recognize the uniqueness of the Station and the authorizations, and attributes that are associated with its operation, and for that reason agree that Assignee shall have the right to specific performance of this Agreement upon default of Licensee. Assignee's election of this equitable right of specific performance shall be in lieu of any claim to damages.

Section 19. Post-Closing Covenants.

(a) Assignee covenants and agrees that the Liquid Assets will be used to the extent necessary to pay expenses incurred by Licensee in the ordinary course of the operation of the Station prior to the Closing Date. Such expenses will be paid by Assignee upon submission of invoices with satisfactory back-up and detail. Licensee agrees that all invoices for expenses incurred during the period prior to the Closing Date will be submitted for payment not more than six months after the Closing Date. Assignee will be responsible for all expenses associated with the operation of the Station on and after the Closing Date.

(b) Assignee covenants and agrees that for a period of the lesser of ten (10) years following the Closing Date or until the Liquid Assets have been expended, (i) the Liquid Assets will be used solely for the purpose of paying operating expenses of the Station and paying for physical improvements to the Station facilities, and (ii) the Liquid Assets will be maintained in one or more separate bank or money market accounts, segregated from Assignee's other funds.

(c) Assignee agrees to indemnify and hold Licensee, its directors and officers harmless from and against all liability arising after the Closing Date and related in any way to Assignee's operation of the Station after the Closing Date or the exercise by Assignee of any rights herein conferred. Licensee agrees to indemnify and hold Assignee, its directors and officers harmless from and

against all liability arising after the date of this Agreement and related in any way to Licensee's operation of the Station on or prior to the Closing Date.

Section 20. Miscellaneous Provisions.

(a) Any notices, requests, demands, or consents required or permitted to be given hereunder shall be in writing, sent by certified or registered mail, postage prepaid, as follows:

If to Licensee:

Columbia Gorge TV, Inc.
3868 Fletcher
Hood River, Oregon 97031

If to Assignee:

Rural Oregon Wireless Television
1501 S.W. Jefferson Street
Portland, Oregon 97201
Attn: Eric Dausman

or to such other addresses as either party may designate from time to time by written notice to the other party.

(b) Each of the parties hereto shall execute and deliver to the other party such other instruments as may be reasonably required in connection with the performance of this Agreement.

(c) This Agreement shall be construed and enforced in accordance with the laws of the State of Oregon.

(d) This Agreement supersedes all prior agreements and understandings between the parties and may not be changed or terminated orally, and no attempted change, termination, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by both parties.

(e) This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement.

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

LICENSEE:

ASSIGNEE

Columbia Gorge TV, Inc.

Rural Oregon Wireless Television

By: Ralph Smiley

By: P. Dawson

Title: President

Title: President