

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement") is made this 14 day of December, 2018, by and between THE UNIVERSITY OF JAMESTOWN, a North Dakota not-for-profit corporation (hereinafter, the "Seller"), and Hi-Line Radio Fellowship, Inc., a Montana not-for-profit corporation (hereafter, the "Buyer"), (collectively, the "Parties"), for the purpose of conveying the assets and Federal Communications Commission (the "FCC") License (the "License") of FM radio station KJKR from Seller to Buyer.

WHEREAS, Seller is the owner of FM radio station KJKR, Jamestown, North Dakota, FCC Facility ID #177249 (hereafter the "Station"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to acquire from Seller, the assets of the Station; and

WHEREAS, Seller desires to assign the FCC License for Station to Buyer; and

WHEREAS, the Parties jointly understand that the proposed assignment of the Station FCC License must be approved by the FCC prior to Closing.

NOW THEREFORE, the Parties wishing to be legally bound do hereby agree to the following.

SECTION 1 - ASSETS:

Seller agrees to convey to Buyer its right, title and interest in the Station FCC License, and all Station equipment and items shown on Exhibit A of this Agreement (the "Assets").

Buyer has had the opportunity to inspect the Assets, and is accepting them from Seller as-is.

SECTION 2 - PURCHASE PRICE:

In exchange for clear title to the Assets, Buyer agrees to pay Seller the Purchase Price of \$20,000 (TWENTY-THOUSAND U.S. DOLLARS).

The Purchase Price is to be paid to Seller in two installments:

- a) \$2,000 (TWO-THOUSAND U.S. DOLLARS) upon signing this Agreement;
- b) \$18,000 (EIGHTEEN-THOUSAND U.S. DOLLARS) on the Closing Date

Buyer shall pay the Purchase Price to Seller by way of a Cashier's Check or wire transfer.

SECTION 3 - FCC ASSIGNMENT APPLICATION

Within five (5) business days of the signing of this Agreement the Parties agree to work cooperatively to prepare and file an FCC application (hereafter, the "Application") seeking the approval of the FCC to assign the FCC License of the Station to the Buyer.

Buyer agrees to prepare the Assignment Application at its own expense and inconvenience, provided that Seller supplies any information needed to complete the Application.

Buyer and Seller shall work cooperatively, and in a timely manner, to supply the FCC with any supplemental information needed to facilitate a grant of the Application.

SECTION 4 - REPRESENTATIONS OF SELLER

The Seller represents and warrants to Buyer that it is legally qualified to enter into this Agreement, and that it is not aware of any existing or pending lawsuits, actions, or other proceedings which would render it unable to execute this Agreement or consummate the transaction contemplated by this Agreement.

Seller represents that it will maintain the FCC License in good standing with the FCC until the assignment of the License to Buyer has been completed.

Seller holds clear title to the Station License and other Assets to be conveyed hereunder, on the Closing Date shall deliver Assets to the Buyer free and clear of any liens or encumbrances.

SECTION 5 - REPRESENTATIONS OF BUYER

The Buyer represents and warrants to Seller that it is legally qualified to enter into this Agreement, and that it is not aware of any existing or pending lawsuits, actions, or other proceedings which would render it unable to execute this Agreement or consummate the transaction contemplated by this Agreement.

Buyer represents that it is not aware of any proceeding or other disqualifying factor which would disqualify it from being approved by the FCC as assignee of the Station's FCC License.

SECTION 6 - SURVIVAL OF REPRESENTATIONS

The representations provided by the Parties shall survive the closing for a period of two years.

SECTION 7 - CLOSING

The Closing shall take place at a mutually agreed upon time and place within ten (10) days after FCC approval of the Assignment Application.

Closing may take place with the Parties meeting in person, or by an exchange of the Closing Documents by mail or courier.

On the Closing Date, the Buyer shall pay to the Seller the final portion of the Purchase Price due under Section 2(b) of this Agreement, and upon receipt of this payment Seller shall immediately provide to Buyer a Bill of Sale adequate to convey, sell, assign, and provide clear title of the Assets to the Buyer, free and clear of any and all liens or encumbrances of any kind.

Within three (3) business days after the Closing Date, the Parties shall file with the FCC a Consummation Notice in the manner prescribed by the FCC, formally notifying the FCC that the transaction contemplated by this Agreement has been finalized, and assigning the Buyer's FCC FRN Number to the Station's License.

SECTION 8 - ASSUMPTION OF TOWER SITE LEASE

On the Closing Date the Seller shall assign its rights under the Tower Site Lease Agreement (the "Lease"), attached as Exhibit B to this Agreement, to the Buyer, and Buyer shall assume all of Seller's obligations under the Lease.

On the date assignment of the Lease from Seller to Buyer takes place, Buyer shall issue a company check to Seller reimbursing Seller, on a pro rata basis, for any rents due under the Lease which the Seller has paid extending past the Closing Date.

SECTION 9 - TERMINATION OF AGREEMENT

This Agreement may be terminated by the Seller, in its sole discretion, if the transaction contemplated herein has not been closed as of six months from the filing of the Assignment Application, due to facts and circumstances beyond the control of the Seller.

This Agreement may be terminated by the Buyer, in its sole discretion, if the transaction contemplated herein has not been closed as of six months from the filing of the Assignment Application due to facts and circumstances beyond the control of the Buyer.

SECTION 10 - NOTIFICATION TO THE PARTIES

Any notifications given by the Parties to each other shall be in writing and sent by first class U.S. mail to the addresses show below:

If to Seller:

Mr. / Ms. Xxxxx xxxxxxxxxxxx
University of Jamestown
6000 College Lane
Jamestown, ND 58405

6088

If to Buyer:

Mr. Roger Lonquist,
Network General Manager
Hi-Line Radio Fellowship, Inc.
PO Box 2426
Havre, MT. 59501

SECTION 11 - BROKER

The parties represent to each other that, other than Roger Rafson of CMS Station Brokerage, Inc., Pittsburgh, Pennsylvania, whose commission, fees and/or costs will be wholly borne by Seller, no business chance brokers or other agents or intermediaries were involved in this transaction who would be entitled to a commission, percentage or brokerage fee.

SECTION 12 - GOVERNING LAW

This Agreement shall be interpreted under the laws of the United States of America, and of the State of North Dakota.

SECTION 13 - COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

WHEREFORE, the Parties have executed this Agreement intending to be legally bound.

SELLER: University of Jamestown

By: 
its President

BUYER: Hi-Line Radio Fellowship, Inc.

By: 
its Network General Manager