

## Asset Purchase Agreement

This Asset Purchase Agreement ("Agreement") is made effective July 24, 2004 by and between Western Family Television, Inc., a Montana non-profit Corporation ("Buyer"), on the one hand, and Amanda Orrick ("Seller"), on the other.

Whereas, Seller is the licensee of the construction permit for low power television station K34HL, Helena, Montana (the "Station");

Whereas, Seller desires to sell the Station and Buyer desires to buy the Station;

Now, Therefore, Buyer and Seller agree as follows:

### TERMS OF SALE

1.1 Assets to be transferred. The construction permit for the Station shall be conveyed from the Seller to the Buyer on the Closing Date. No other assets, tangible or intangible, are involved in this transaction

1.2 Assignment Application. Within five business days of the execution of this Agreement by both parties, Buyer and Seller will jointly complete and file an FCC Form 345 application seeking permission to assign the Station from Seller to Buyer. Seller shall pay the filing fee for this application and shall file the application.

1.3 Purchase Price Payment. In consideration of the transfer by Seller to Buyer of the construction permit for the Station, Buyer shall pay to Seller the sum of \$25,000.00 ("Purchase Price"). Buyer shall pay to Seller within three days of the execution of this Agreement the sum of \$10,000 as Earnest Money ("Earnest Money"). On the Closing Date, Buyer shall pay an additional \$15,000 ("Balance of Purchase Price") to Seller.

1.4 Closing. Closing on the sale of the construction permit for the Station shall occur on the third business day after the Federal Communications Commission provides written consent for the assignment of the Station's license from Seller to Buyer ("Closing Date"). On the Closing Date, Buyer shall deliver to Seller the Balance of the Purchase Price by overnight courier and Seller shall deliver to Buyer by overnight courier a fully executed Bill of Sale in the form attached hereto as Exhibit A.

1.5 Call Letters. Seller will make all reasonable efforts during the pendency of the sale to obtain call letters for the Station that are of the same as those specified by Buyer.

1.6 Minor Modification. Within 15 days of the execution of this Agreement, Seller shall file a minor modification application to move the proposed broadcast site for the Station to the tower site of KVCN (FM) radio.

1.7 Miscellaneous. The laws of the State of Texas shall govern this Agreement. This written Agreement embodies all terms of the parties understanding and may not be amended except by written instrument executed by both Buyer and Seller.

1.8 Commission Approval & Return of Earnest Money. Both Buyer and Seller acknowledge that the transaction proposed by this Agreement is subject to the approval of the Federal Communications Commission. After filing the Assignment Application referenced in section 1.2 of this Agreement, both Buyer and Seller shall work cooperatively and expeditiously to bring about a grant of the Application. In the event the Commission has not approved the Assignment Application by January 24, 2005, this Agreement may be declared invalid by either party to this Agreement, and the Seller shall return the \$10,000 Earnest Money referenced in section 1.3 of this Agreement to the Buyer no later than January 31, 2005.

Seller: Amanda Orrick

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Buyer: Western Family Television, Inc.

Roger D. Lonquist

By: ROGER D. LONQUIST

CHAIRMAN

\_\_\_\_\_

JULY 26, 2004

\_\_\_\_\_

**EXHIBIT A**

**GENERAL CONVEYANCE, ASSIGNMENT  
AND BILL OF SALE**

Bill of Sale (the "Conveyance"), dated as of \_\_\_\_\_, between Amanda Orrick. ("Grantor") and Western Family Television, Inc. ("Grantee").

**RECITALS:**

WHEREAS, Grantor holds the Construction Permit issued by the Federal Communications Commission (the "Commission") for the operation of commercial low power television station K34HL in Helena, Montana (the "Station");

WHEREAS, Grantor desires to assign the construction permit for the Station to Grantee upon the terms and subject to the conditions set forth in the Asset Purchase Agreement dated July 24, 2004;

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

**TRANSFER OF ASSETS**

Grantor has SOLD, TRANSFERRED, GRANTED, CONVEYED and ASSIGNED, and by these presents does hereby SELL, TRANSFER, GRANT, CONVEY and ASSIGN the Station unto Grantee, subject to the terms and provisions of the Agreement; TO HAVE AND TO HOLD the Station, together with all and singular the rights thereto in anywise belonging, unto Grantee, its successors, assigns and legal representatives, forever; and Grantor does hereby warrant and covenant that (1) Grantor is the sole owner of the Station and (2) that the Station is so owned, free and clear of all encumbrances of any kind, and Grantor does hereby bind itself, its successors, personal representatives, heirs, and assigns to WARRANT AND FOREVER DEFEND the title to the Station unto Grantee, its successors and assigns from and against every person claiming the same or any part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Conveyance to be executed on the dates of their respective acknowledgments set forth below.

GRANTOR:

Amanda Orrick.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

GRANTEE:

Western Family Television, Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_