

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "Agreement"), is made this 28 day of July, 2015, by and between Yellowstone Valley Community TV, Inc., a Montana non-profit corporation (hereinafter, "YVC" or "Seller"), and Red Rock Capital Corporation, a Montana non-profit corporation (hereinafter, "RRCC" or "Buyer").

WITNESSETH:

WHEREAS, Seller is the holder of a license issued by the Federal Communications Commission ("FCC" or "Commission") for Low Power Television Station K14IS-D, Billings, Montana, FCC Facility ID #74352 (hereinafter referred to as "Station");

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

WHEREAS, Buyer desires to purchase Station and related assets, 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 License"), (b) all equipment and related items of tangible personal property owned by Seller and used or useful in the operation of Station K14IS-D at its tower site (studio equipment is not included in the Agreement) (the "Equipment"); and (c) 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. In consideration for the assets to be conveyed by Seller to Buyer, Buyer shall pay to Seller a total of \$50,000 (Fifty-Thousand Dollars) as follows:

- a. A payment of \$3,000 at Closing on November 2, 2015;
- b. A payment of \$3,000 on May 1, 2016;
- c. A payment of \$3,000 on November 1, 2016;
- d. A total of \$41,000 paid to Seller in 23 monthly payments of \$1,782.61 each commencing on December 1, 2016, and due on the first day of each following month until paid in full.

On the Closing Date (defined below) Buyer shall deliver to Seller a cash payment of \$3,000 and execute and deliver to Seller a Promissory Note in the amount of \$47,000. A copy of the Note which is to be used is attached to this Agreement.

3. Buyer and Seller shall cooperate in the preparation of an FCC License Assignment Application for the License of K14IS-D. Buyer shall prepare the Application for filing, and shall pay any FCC filing fees due in filing the Assignment Application. The Application is to be prepared and filed within 5 business days of this Agreement.

4. Seller hereby warrants and covenants that: (a) Seller holds a valid authorization from the FCC to operate Station, that there are no outstanding unsatisfied FCC citations or cease and desist orders against Station, and that any such FCC citations or orders subsequently issued shall be satisfied prior to closing; (b) Seller is aware of no ongoing investigation of Seller or the Station by the FCC or by any other federal or state governmental agency, or of any conditions at the Station which are in violation of any FCC Rule or policy; (c) Seller is aware of no litigation, proceeding, or investigation whatsoever, pending or threatened, against or relating to Seller, its business, or the property to be transferred hereunder and that it knows of no reason why the FCC would not find it qualified to assign its license; (d) as of the Closing Date (defined below), the Equipment shall be in the

same or equivalent condition as at the date hereof, wear and tear and ordinary usage excepted; (e) Seller has, or will have as of the Closing Date, good and marketable title to all assets being sold herein; (f) Seller will deliver the Station at closing free and clear of all debts, liens, or other encumbrances; (g) Seller has full power and authority to enter into and perform this Agreement, the execution and delivery of this Agreement and the performance of all obligations hereunder shall have been duly authorized, and this Agreement constitutes a valid and binding agreement of the Seller, enforceable in accordance with its terms; (h) to the best of Seller's knowledge, Seller has filed all forms and reports with the FCC which are required to be filed with respect to the Station; and (i) Seller indemnifies and holds Buyer harmless from any and all claims of trade creditors, judgment creditors, lien holders, purported owners, or any other person making a claim by or through Seller or asserting any claim on the assets purchased under this Agreement.

5 Buyer hereby warrants and covenants that: (a) Buyer is legally, financially, and otherwise qualified to become the licensee of the Station; (b) Buyer knows of no reason why the FCC would not approve its acquisition of the Station's license; (c) Buyer has full power and authority to enter into and perform this Agreement; (d) the execution and delivery of this Agreement and the performance of all obligations hereunder has been duly authorized and this Agreement constitutes a valid and binding agreement of Buyer, enforceable in accordance with its terms; and (e) Buyer indemnifies and holds Seller harmless from any and all claims having to do with Buyer's operation of the Station subsequent to the Closing Date.

6. Seller and Buyer agree that FCC filing fees, if any, attributable to the Assignment Application will be paid by Buyer. The parties shall otherwise bear their own respective expenses incident to the contemplated transaction. Seller represents to Buyer that no brokers or finders have been employed by Seller who would be entitled to a fee by reason of this transaction. Seller indemnifies and holds Buyer harmless with respect to any brokerage or finders' fees attributable to Seller's arrangements with brokers or finders.

7. Closing shall take place by an exchange of documents in person, or by fax, e-mail, or overnight courier service, on November 2, 2015 (the "Closing Date"). In the event that FCC approval of the Assignment Application has not been obtained by November 2, 2015, then the Closing shall occur within 5 business days of FCC approval.

At Closing, Seller will deliver to Buyer a Bill of Sale covering the Equipment and Intangibles, and shall cooperate with Buyer in filing a Notice of Consummation with the FCC.

At Closing, Buyer will deliver to Seller: (a) a check for \$3,000 payable to Seller and a fully executed Promissory Note in the amount of \$47,000.

8. Prior to Closing, Seller shall have complete control over the property and operation of Station. After closing, Buyer shall have complete control of Station, and Seller shall retain no reversionary interest in the license or assets of the Station.

9. 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 Buyer, to:

Red Rock Capital Corporation
ATTN: Roger Lonnquist, President
PO Box 7393
Helena, MT. 59604-7393

If to Seller, to:

Yellowstone Valley Community TV, Inc.
ATTN: Gail E. Craig, President
PO Box 21157
Billings, MT 59104

10. 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.

11. 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.

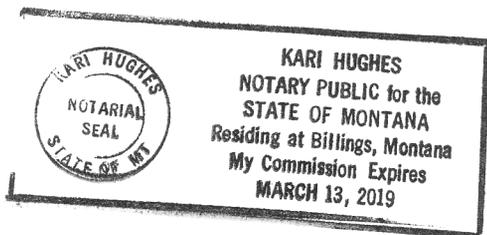
AGREED & ACCEPTED:

YELLOWSTONE VALLEY COMMUNITY TV, INC.

By: *[Signature]*
Title: *President*

RED ROCK CAPITAL CORPORATION

By: *[Signature]*
Title: *President*



Kari Hughes
7-28-15

PROMISSORY NOTE

Borrower: Red Rock Capital Corporation
PO Box 7393, Helena, MT. 59604 (the "Borrower")

Lender: Yellowstone Valley Community TV, Inc.
PO Box 21157, Billings, MT. 59104 (the "Lender")

- 1). **Principal Amount: \$47,000 USD**
2. FOR VALUE RECEIVED, The Borrower promises to pay to the Lender the principal sum of \$47,000 USD on the following payment schedule:
 - a) A payment of \$3,000 to be paid on May 1, 2016;
 - b) A payment of \$3,000 to be paid on November 1, 2016;
 - c) A total of \$41,000 to be paid in 23 monthly installments of \$1,782.61 each. These payments are to be made on the first day of each month, for 23 months, commencing on December 1, 2016.
3. At any time the Borrower may pay the outstanding balance then owing under this Note to the Lender without further bonus or penalty.
4. If any term, covenant, condition or provision of this Note is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Note will in no way be affected, impaired or invalidated as a result.
5. This Note is part of the purchase price due for LPTV Station K14IS-D, Billings, Montana, which has been purchased by Borrower from Lender as of November 2, 2015. This Note is secured by a Corporate Guaranty from Red Rock Capital Corporation, and by a security interest in the equipment and other tangible assets conveyed from Lender to Borrower under the terms of the Asset Purchase Agreement executed by both parties on July ____, 2015.

It is mutually understood and agreed that the FCC license of K14IS-D is not collateral for this Note as FCC Rules & Regulations do not permit an FCC License to be used as collateral.

6. If a payment due under this Note is not paid by Borrower to Lender within 10 days of its due date, Borrower shall be regarded as being in default. At such time, at its own option, Lender

may elect to notify Borrower that such a default has occurred and that it intends to exercise its rights under this Note. Borrower shall have 30 days from the date it receives such notice from Lender to cure the default.

If the Borrower has not cured the default within the 30-day window, the Lender may elect to reclaim ownership of the equipment and assets described in Section 5 of this Note, and any other remedies it has available under the law resulting from the Corporate Guaranty of the Borrower.

7. All costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Lender in enforcing this Note as a result of any default by the Borrower, will be added to the principal then outstanding and will be paid by the Borrower.
8. This Note will be construed in accordance with and governed by the laws of the State of Montana.
8. This Note will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns of the Borrower and the Lender.

IN WITNESS WHEREOF the parties have duly affixed their signatures on this 2nd day of November, 2015.

AGREED & ACCEPTED:

Gail E. Craig, as President of
Yellowstone Valley Community TV, Inc.

Roger Lonnquist, as President of
Red Rock Capital Corporation

BILL OF SALE

This BILL OF SALE is made as of November 2, 2015, by Yellowstone Valley Community TV, Inc. ("Seller") to Red Rock Capital Corporation ("Buyer").

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of July ____, 2015 (the "Agreement"), pursuant to which Seller has agreed to sell, and Buyer has agreed to buy, substantially all of the assets used or useful in connection with the transmitter site operation of Station K14IS-D, Billings, MT; and

NOW THEREFORE, in consideration of the payment by Buyer of \$3,000 of the Purchase Price, and execution of a Promissory Note in the amount of \$47,000 as specified in Section 2 of the Agreement, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained in the Agreement, Seller hereby sells, conveys, transfers, assigns and delivers to Buyer, free and clear of all liens, claims, liabilities, conditions, charges, encumbrances and security interests of any nature whatsoever (except as provided in the Agreement), all of the Station Assets.

This sale of the Purchased Assets is in accordance with and is subject to all of the representations, warranties, covenants and exclusions set forth in the Agreement and in the Promissory Note.

Seller agrees that upon request of Buyer, at any time and from time to time, Seller will do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances as may be required to evidence further the sale, assignment, transfer, conveyance and delivery of the Station Assets to Buyer, or to aid or assist Buyer in reducing to its possession, title to and possession of any and all of the Station Assets sold, assigned, transferred, conveyed and delivered hereby.

Seller covenants and warrants that it is the lawful owner of the Station Assets, that it has the right and title to sell the Station Assets and will defend that right and title against the claims and demands of all persons, and that said Station Assets are free from all claims, liabilities, mortgages, liens, pledges, conditions, charges or encumbrances of any nature whatsoever except those which are permitted in accordance with the terms of the Purchase Agreement.

This Bill of Sale shall be binding upon Seller, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns.

IN WITNESS WHEREOF, Seller and Buyer have caused this Bill of Sale to be executed by each's duly authorized officer as of the day and year first above written.

SELLER:
YELLOWSTONE VALLEY COMMUNITY TV, INC.

By: _____
President

BUYER:
RED ROCK CAPITAL CORPORATION

By: _____
President