

PURCHASE AND SALE AGREEMENT

This Agreement ("Agreement") is entered into as of July 31st, 2020, by and between Maranatha Radio Association, a Kansas non-profit ("Assignor") and USD 489, a Kansas Educational Institution ("Assignee")

RECITALS:

WHEREAS, Assignor holds authorizations (the "FCC Licenses") issued by the Federal Communications Commission (the "FCC") for the following FM Low Power Non-Commercial Educational radio station:

KHZZ-LP

WHEREAS, Assignee desires to acquire certain assets of Assignor used in the operation of the Stations and to acquire the FCC Licenses, and Assignor is willing to convey such assets to Assignee and to assign the FCC Licenses to Assignee on the terms and conditions set forth in this Agreement;

WHEREAS, the acquisition of the FCC Licenses is subject to prior approval of the FCC.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements contained herein, Assignor and Assignee hereby agree as follows:

1. Sale Assets. On the Closing Date, Assignor will convey to Assignee all of Assignor's right, title and interest in and to certain tangible and intangible, personal and mixed assets, free and clear of all liabilities, debts, assessments, liens, encumbrances or charges of any kind ("Liens"), used or useful in the operation of the Stations (the "Sale Assets"), to wit:

1.1. Tangible Personal Property. The tangible personal property (equipment, parts, fixtures and other such property) owned by Assignor and used in the Stations' transmitting operation, listed on Schedule 1.1.

1.2. Licenses and Permits. The FCC Licenses and all other assignable or transferable governmental permits, licenses and authorizations now held by Assignor and used or useful in the operation of the Stations, as listed on Schedule 1.2.

1.3. Intellectual Property. The call letters KHZZ-LP.

1.4. Assumed Agreements. All of Assignor's rights and interests in those contracts and agreements concerning the Stations or the Stations' transmitting operations to which

Assignor is a party that are listed on Schedule 1.4, but not including any contracts or agreements not listed on Schedule 1.4. Assignor shall attach a fully executed original or copy of any contract or agreement listed on Schedule 1.4

2. Excluded Assets. Assignor will not sell or convey to Assignee and Assignee will not receive from Assignor any assets of Assignor not identified in Sections 1.1, 1.2, 1.3, and 1.4, or cash, cash equivalents, accounts receivable, any bank deposits with respect to the Stations held by Assignor at the Closing Date, nor will Assignor assign to Assignee nor Assignee receive any claims of Assignor with respect to transactions of the Stations prior to the Closing Date (collectively, the "Excluded Assets"). Assignor's corporate records with respect to the Stations will not be given or assigned to Assignee, except for those Stations' records which are maintained by Assignor to meet requirements of the FCC's rules and regulations, which will be given and assigned to Assignee at Closing.

3. Agreements and Liabilities. As of the Closing Date, Assignor will assign to Assignee and Assignee will accept from Assignor the Assumed Agreements and assume the obligations of Assignor from and after the Closing under the Assumed Agreements. Except for obligations of Assignor assumed by Assignee under the Assumed Agreements and listed on Schedule 1.4, Assignee shall not assume or be responsible for any other of Assignor's obligations.

4. Purchase Price and Payment. The Assignor conveys the Sale Assets as described in Section 1.1, 1.2, 1.3, and 1.4 to the Assignee as follows:

\$3,000 for Tangible Personal Property as described in Schedule 1.1

\$0 for station KHZZ-LP, which Assignor is gifting to Assignee.

5. Escrow Deposit. No escrow deposit is required.

6. Representations and Warranties of Assignor. Assignor hereby represents for Assignee as follows:

6.1. Organization. Assignor is a non-profit organization, validly existing, in good standing and authorized to do business in and under the laws of the State of Kansas, and has the requisite power to own and operate its business and properties.

6.2. Authorized Transaction. Assignor's execution and delivery and performance of its obligations under this Agreement and the consummation of the transactions contemplated hereby, have been duly authorized and approved by Assignor. This Agreement and all documents which this Agreement contemplates Assignor will execute will, when executed and delivered, constitute valid and legal obligations of Assignor.

6.3. No Conflict. The execution and delivery of this Agreement and the performance of its obligations under this Agreement by Assignor, and the consummation of the transactions contemplated by this Agreement do not in any material respect conflict with or result in a breach or termination of, or constitute a default under, the Articles of Incorporation of Assignor or any, lease, agreement or other instrument which Assignor is a party to or which it or any of the Sale Assets are bound by or subject to.

6.4. Consents. Except for the prior consent of the FCC and such consents as are disclosed in Schedule 7.4, the execution, delivery and performance of Assignor's obligations under this Agreement do not require the consent, approval or authorization of any governmental body or any person.

6.5. Sale Assets. The Sale Assets include all of the assets and properties that are identified in Sections 1.1, 1.2, 1.3 and 1.4. Each item of Tangible Personal Property listed on Schedule 1.1 is sold in serviceable condition, ordinary wear and tear excepted should be expected, however the sale includes no warranty of future functionality.

At closing, Assignor will have good, marketable and valid title to the Sale Assets, free and clear of all liens. Except for the Assumed Agreements specified in Schedule 1.4, Assignee does not assume any claims or pending litigation or proceedings related to any action with respect to operation of the Stations prior to the Closing or any obligations or liabilities caused by, arising out of, or resulting from any action or omission of Assignor prior to Closing. All such obligations and liabilities shall remain and be the obligations and liabilities solely of Assignor. The FCC Licenses are held by Assignor and are valid, in good standing and in full force and effect, unimpaired by any act or omission of Assignor, and are sufficient under the terms of the FCC's rules and regulations for the operation of the Stations; provided the Parties understand that applications to renew the

licenses must be filed by February 1, 2021 and such filing may delay FCC approval of this transaction should it not be closed by that date. Any other assignable or transferable governmental permits, licenses and authorizations now held by Assignor for use in operation of the Stations, listed in Schedule 1.2, are in effect and in good standing. Assignor's right to use the Intellectual Property, as described in Section 1.3, has not been contested and is not the subject of any litigation.

6.6. Insurance. The tangible Sale Assets are now insured, and will be through the Closing Date, under fire and extended coverage policies and public liability insurance, all in commercially reasonable amounts.

8. Representations and Warranties of Assignee. Assignee represents and warrants to Assignor as follows:

8.1. Assignee is an educational organization, validly existing, in good standing and authorized to do business in and under the laws of the State of Kansas, and has the requisite power to own and operate the business and properties.

8.2. Authorized Transaction. Assignee's execution and delivery and performance of its obligations under this Agreement and the consummation of the transactions contemplated hereby, have been duly authorized and approved by Assignee. This Agreement and all documents which this Agreement contemplates Assignee will execute, will, when executed and delivered, constitute valid and legal obligations of Assignee.

8.3. No Conflict. The execution and delivery of this Agreement and the performance of its obligations under this Agreement by Assignee, and the consummation of the transactions contemplated by this Agreement do not in any material respect conflict with or result in a breach or termination of, or constitute a default under, the Articles of Incorporation of Assignee or any agreement or other instrument which Assignee is a party to or which it is bound by or subject to.

8.4. Consents. Except for the prior consent of the FCC, the execution, delivery and performance of Assignee's obligations under this Agreement do not require the consent, approval or authorization of any governmental body or any person.

8.5. Qualification. Assignee has no knowledge of any facts concerning Assignee or

any other person with an attributable interest in Assignee which, under present law, including the rules and regulations of the FCC, would (i) disqualify Assignee from being the holder of the FCC Licenses, the owner of the Assets or the operator of the Stations upon consummation of the transactions contemplated by this Agreement, or (ii) raise a substantial and material question of fact (within the meaning of Section 309(e) of the Communications Act of 1934, as amended) respecting Assignee's qualifications to become the licensee of the of Stations.

9. Covenants. Prior to the closing of the transactions contemplated hereunder, the parties shall use their commercially reasonable efforts to comply with and perform the

following covenants:

9.1. Conduct of the Station's Business Prior to the Closing Date. Assignor covenants and agrees with Assignee that between the date hereof and the Closing Date, unless Assignee otherwise agrees in writing (which agreement shall not be unreasonably withheld or delayed), Assignor shall operate the Stations and otherwise conduct its business in all material respects in accordance with the terms or conditions of its FCC Licenses and all rules and regulations, statutes, ordinances and orders of all governmental authorities having jurisdiction over any aspect of the operation of the Stations.

9.2. FCC Consent. Assignor and Assignee shall file through Assignee's broadcast consultant, within ten (10) business days after the execution of this Agreement, an application to obtain the consent of the FCC to the assignment of the FCC Licenses from Assignor to Assignee (the "FCC Order"). Assignor and Assignee shall take all commercially reasonable steps necessary to prosecute such application with diligence and shall diligently oppose any objections to, appeals from or petitions to reconsider such approval of the FCC.

9.3. Other Consents. Assignor shall use its reasonable best efforts to obtain the consent or waivers to the transactions contemplated by this Agreement required under any agreements to which it is a party.

9.4. Conveyance Free and Clear of Liens. At or prior to the Closing, Assignor shall obtain executed releases, in suitable form for filing and otherwise in form and substance reasonably satisfactory to Assignee, of any security interests granted in the Sale Assets and

properties as security for payment of loans and other obligations or judgments and of any other liens on the Sale Assets. Assignor shall transfer and convey to Assignee all of the Sale Assets free and clear of all liens.

10. Conditions Precedent to Obligations of Assignee to Close. Assignee's obligation to close the transaction contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, unless waived by Assignee in writing:

10.1. Accuracy of Representations and Warranties; Closing Certificate.

10.1.1. The representations and warranties of Assignor contained in this Agreement shall be complete and correct in all material respects on the date hereof and at the Closing Date with the same effect as though made at such time except for changes that do not constitute a material adverse change in the condition of the Stations or the Sale Assets taken as a whole.

10.1.2. Assignor shall have performed in all material respects all of its covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to or upon the Closing Date.

10.1.3. Assignor shall have delivered to Assignee on the Closing Date a certificate that (i) the condition specified in Section 10.1.1 is satisfied as of the Closing Date, and (ii) except as set forth in such certificate (none of which exceptions shall constitute a material adverse condition on Assignor's ability to consummate the transaction contemplated hereby), the condition specified in Section 10.1.2 is satisfied as of the Closing Date.

10.2. FCC and Other Consents.

10.2.1. The FCC Order shall have been issued by the FCC, shall have become effective under the rules of the FCC without any material adverse conditions.

10.2.2. All other material authorizations, consents, approvals and clearances of federal, state or local governmental agencies required to permit the consummation by Assignee of the transactions contemplated by this shall have been obtained; all material statutory and regulatory requirements for such consummation shall have been fulfilled; and

no such authorizations, consents, approvals or clearances shall contain any conditions that individually or in the aggregate would constitute a material adverse condition.

10.2.3. Assignor shall have obtained in writing and provided to Assignee on or before the Closing Date, without any condition materially adverse to Assignee or the Stations, the material consents or waivers to the transactions contemplated by this Agreement required under the Assumed Agreements.

10.3. Adverse Proceedings. No governmental authority having jurisdiction shall have notified any party to this Agreement that consummation of the transactions contemplated hereby would constitute a violation of the laws of the United States or of any state or political subdivision or that it intends to commence proceedings to restrain such consummation or to force divestiture, unless such governmental authority shall have withdrawn such notice. No governmental authority having jurisdiction shall have commenced any such proceeding.

10.4. Delivery of Closing Documents. Assignor shall have delivered or caused to be delivered to Assignee on the Closing Date each of the items required to be delivered pursuant to Section 12.1.

10.5. No Cessation of Broadcasting. Between the date hereof and the Closing Date, the Stations shall not have for a period of more than ten (10) days, (i) ceased broadcasting on its authorized frequency, (ii) lost substantially all of its normal broadcasting capability or (iii) been broadcasting at a power level of 50% or less of its FCC authorized level. Assignor shall promptly notify Assignee of the occurrence of any one or more of the foregoing events or conditions.

11. Conditions Precedent to Obligations of Assignor to Close. The obligation of Assignor to close the transaction contemplated by this Agreement is subject to the satisfaction, on or prior to the Closing Date, of each of the following conditions, unless waived by Assignor in writing:

11.1. Accuracy of Representations and Warranties.

11.1.1. The representations and warranties of Assignee contained in this Agreement shall be complete and correct in all material respects on the date hereof and at the Closing Date with the same effect as though made at such time except for changes

that do not constitute a material adverse change in the condition of the Stations or the Sale Assets taken as a whole.

11.1.2. Assignee shall have performed in all material respects all of its covenants, agreements and obligations required by this Agreement to be performed or complied with by it prior to or upon the Closing Date.

11.1.3. Assignee shall have delivered to Assignor on the Closing Date a certificate that (i) the condition specified in Section 11.1.1 is satisfied as of the Closing Date, and (ii) except as set forth in such certificate (none of which exceptions shall constitute a material adverse condition on Assignee's ability to consummate the transaction contemplated

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hereby)), the condition specified in Section 11.1.2 is satisfied as of the Closing Date.

11.2. FCC and Other Consents. The FCC Order shall have been issued by the FCC, shall have become effective under the rules of the FCC without any material adverse conditions. All other material authorizations, consents, approvals and clearances of federal, state or local governmental agencies required to permit the consummation by Assignor of the transactions contemplated by this shall have been obtained; all material statutory and regulatory requirements for such consummation shall have been fulfilled; and no such authorizations, consents, approvals or clearances shall contain any conditions that individually or in the aggregate would constitute a material adverse condition.

11.3. Adverse Proceedings. No governmental authority having jurisdiction shall have notified any party to this Agreement that consummation of the transactions contemplated hereby would constitute a violation of the laws of the United States or of any state or political subdivision or that it intends to commence proceedings to restrain such consummation or to force divestiture, unless such governmental authority shall have withdrawn such notice. No governmental authority having jurisdiction shall have commenced any such proceeding.

11.4. Delivery of Closing Documents. Assignee shall have delivered or caused to be delivered to Assignor on the Closing Date each of the items required to be delivered pursuant to Section 12.2.

12. Closing. Unless otherwise agreed to in advance by the parties, the closing of the

transactions contemplated hereunder (the "Closing") shall take place in person or via email at such place as the parties agree on the date (the "Closing Date") that is the within ten (10) business days of the final grant of the FCC order subject to satisfaction of all other conditions to closing in Section 10 and 11 hereto.

12.1. Documents to be Delivered to Assignee by Assignor. At the Closing, Assignor shall deliver or cause to be delivered to Assignee the following:

12.1.1. The certificate required by Section 10.1.3.

12.1.2. A bill of sale and other instruments of transfer and conveyance transferring to Assignee the tangible personal property described in Section 1.1.

12.1.3. An instrument or instruments assigning to Assignee all right, title and interest of Assignor in and to all contracts and agreements being assumed by Assignee.

12.1.4. An instrument assigning to Assignee all right, title and interest of Assignor in the FCC Licenses, and all other assignable or transferable governmental permits, licenses and authorizations (and any renewals, extensions, amendments or modifications thereof).

12.1.5. Such additional information and materials as Assignee shall have reasonably requested, including without limitation, evidence that all consents and approvals required as a condition to Assignee's obligation to close hereunder have been obtained.

12.2. Documents to be Delivered to Assignor by Assignee. At the Closing, Assignee shall deliver or cause to be delivered to Assignor the following:

12.2.1. The certificate required under Section 11.1.3.

12.2.2. Such additional information and materials as Assignor shall have reasonably requested.

13. Survival. The covenants, agreements, representations and warranties contained in this Agreement shall survive and not be affected by Closing for a period of one (1) year, whereupon they shall expire and be of no further force or effect, except those under (i) Section 14 that relate to Damages (defined below) for which written notice is given by the Indemnified Party to the Indemnifying Party prior to the expiration, which shall survive until resolved, and (ii) Sections 3 (Assumed Agreements), 6 (Allocation), and indemnification and

security obligations with respect to such provisions, which shall survive until performed

14. Indemnification.

14.1. From and after the Closing, Assignor shall defend, indemnify and hold harmless Assignee from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Assignee arising out of or resulting from: (i) any breach or default by Assignor under this Agreement; or (ii) the operation of the Stations before Closing.

14.2. From and after the Closing, Assignee shall defend, indemnify and hold harmless Assignor from and against any and all Damages incurred by Assignor arising out of or resulting from: (i) any breach or default by Assignee under this Agreement; (ii) any breach or default by Assignee under the Assumed Agreements; or (iii) the operation of the Stations after Closing.

14.3. The party to be indemnified ("The Indemnified Party") shall give prompt written notice to the party from whom indemnification is sought ("The Indemnifying Party") of any demand, suit, claim or assertion of liability by a third party that is subject to indemnification by the Indemnifying Party, but a failure to give such notice or delaying such notice shall not affect the Indemnified Party's right to indemnification and the Indemnifying Party's duty or obligation to indemnify as set forth in this Agreement, except to the extent the Indemnifying Party is materially prejudiced thereby.

14.4. If the Indemnifying Party, within a reasonable time after notice of any such Claim, fails to defend such Claim actively and in good faith, the Indemnified Party will (upon further notice) have the right to undertake the defense, compromise or settlement of such Claim or consent to the entry of a judgment with respect to such Claim, on behalf of and for the account and risk of the Indemnifying Party, and the Indemnifying Party shall thereafter have no right to challenge the Indemnified Party's defense, compromise, settlement or consent to judgment.

15. Termination. This Agreement may be terminated at any time prior to Closing as follows:

15.1 by mutual written consent of Assignee and Assignor;

15.2 by written notice of Assignee to Assignor if Assignor (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below)

15.3 by written notice of Assignor to Assignee if Assignee (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below); or

15.4 by written notice of Assignee to Assignor, or by Assignor to Assignee, if the FCC denies the application for the FCC Order and such denial has become, by the passage of time or exhaustion of appeals, a final order of the FCC, or

15.5 by written notice of Assignee to Assignor, or by Assignor to Assignee, if the Closing shall not have been consummated on or before the date one year after the date of this Agreement.

15.6 The term "Cure Period" as used herein means a period commencing the date Assignee or Assignor receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) days thereafter or (ii) the Closing Date; provided, however, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

16. Specific Performance. Assignor acknowledges that the Stations and the Sale Assets are of a special, unique, and extraordinary character, and that any breach of this Agreement by Assignor could not be compensated for by damages. Accordingly, if Assignor shall breach its obligations under this Agreement, Assignee shall be entitled to enforcement of this Agreement (subject to obtaining any required approval of the FCC) by decree of specific performance or injunctive relief

requiring Assignor to fulfill its obligations under this Agreement. In any action by Assignee to equitably enforce the provisions of this Agreement, Assignor shall waive the defense that there is an adequate remedy at law or equity and agrees that Assignee shall have the right to obtain specific performance of the terms of this Agreement without being required to prove actual damages, post bond or furnish other security.

17. Casualty. Upon the occurrence of any casualty loss, damage or destruction material to the operation of the Stations or the Sale Assets prior to the Closing, Assignor shall promptly give Assignee written notice setting forth in detail the extent of such loss, damage or destruction. Assignor shall use its reasonable efforts to promptly commence and thereafter to diligently proceed to repair or replace any such lost, damaged or destroyed property. In the event that such repair or replacement is not fully completed prior to the Closing Date, Assignee may elect at its sole option to postpone the Closing until Assignor's repairs have been fully completed or to consummate the transactions contemplated hereby on the Closing Date, in which event Assignor shall assign to Assignee the portion of the insurance proceeds, if any, not previously expended by Assignor to repair or replace the damaged or destroyed property and Assignee shall accept the damaged Sale Assets in their damaged condition provided that Assignor has satisfied its insurance obligations in Section 7.6 hereof. In the event such repair or replacement is not fully completed within sixty (60) days of Assignor's notice of loss damage or destruction hereunder, Assignee may elect to terminate this Agreement.

18. Further Actions. From time to time before, at and after the Closing, each party, at its expense and without further consideration, will execute and deliver such documents to the other party as the other party may reasonably request in order more effectively to consummate the transactions contemplated hereby.

19. Payment of Expenses. Any application fees assessed by the FCC in connection with the filing contemplated by Section 9.2 shall be paid by Assignee. Except as otherwise expressly provided in this Agreement, all other expenses, including, without limitations, state and local taxes and attorney fees, shall be borne by the party incurring such expense.

20. Notices. All notices, demands or other communications given hereunder shall be in writing and shall be sufficiently given if delivered by courier or sent by registered or certified mail, first

class, postage prepaid, or by nationally recognized overnight courier service or by electronic communication, addressed as follows:

(a) If to Assignor, to:

Maranatha Radio Association

c/o Alberta Klaus

111 West 35th St

HAYS, KS 67601

klausberts@ruraltel.net

With a Copy to:

Alex McKenzie

205 E 14th St

Ellis, KS 67637

mckenziealex@gmail.com

(b) If to Assignee, to:

USD 489

c/o Ron Wilson - Superintendent

323 West 12th Street

Hays, KS 67601

USD 489

c/o Scott Summers – IT Director

323 West 12th Street

Hays, KS 67601

or such other address with respect to any party hereto as such party may from time to time notify (as provided above) to the other party hereto. Any such notice, demand or communication shall be deemed to have been given (i) if so mailed, as of the close of the third (3rd) business day

following the date mailed, (ii) if service by overnight courier service, on the next business day and (iii) if personally delivered or otherwise sent as provided above, on the date received.

21. Entire Agreement. This Agreement, the Schedules and Exhibits hereto, constitute the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede any prior negotiations, agreements, understandings or arrangements between the parties with respect to the subject matter hereof.

22. Binding Effect; Benefits. Except as otherwise provided herein, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors or assigns. Except to the extent specified herein, nothing in this Agreement, express or implied, shall confer on any person other than the parties hereto and their respective successors or assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

23. Assignment. This Agreement and any rights hereunder shall not be assignable by either party hereto without the prior written consent of the other party. Notwithstanding the foregoing, Assignee may in its sole and absolute discretion, assign all of its right, title, interest and obligation under this Agreement to any entity controlled by, or under common control with Assignee so long as such assignment would not require modifying the pending FCC Assignment Application.

24. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of Kansas, including all matters of construction, validity and performance.

25. Bulk Sales. Assignee hereby waives compliance by Assignor with the provisions of the Bulk Sales Act and similar laws of any state or jurisdiction, if applicable. Assignor shall, in accordance with Section 14, indemnify and hold Assignee harmless from and against any and all claims made against Assignee by reason of such non-compliance.

26. Amendments and Waivers. No term or provision of this Agreement may be amended, waived, discharged or terminated orally but only by an instrument in writing signed by the party against whom the enforcement of such amendment, waiver, discharge or termination is sought.

Any waiver shall be effective only in accordance with its express terms and conditions.

27. Severability. If any provision of this Agreement, or the application thereof to any person or

entity or any circumstance, is invalid or unenforceable in any jurisdiction, (i) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the extent and purpose of such invalid and unenforceable provision, and (ii) the remainder of this Agreement and the application of such provision to other Persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

28. Headings. The captions in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

29. Counterparts. This Agreement may be executed in any number of counterparts, and by either party on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Fax signatures shall be deemed the same as original signatures. This Agreement is not binding until executed by both parties hereto.

30. References. All references in this Agreement to Sections are to Sections contained in this Agreement unless a different document is expressly specified.

31. Schedules and Exhibits. Unless otherwise specified herein, each Schedule and Exhibit referred to in this Agreement is attached hereto, and each such Schedule and Exhibit is hereby incorporated by reference and made a part hereof as if fully set forth herein.

32. Knowledge. All references to the knowledge or awareness of Assignor or Assignee shall refer to Assignor's or Assignee's respective actual knowledge, assuming a reasonable degree of investigation by such party.

33. Control of Stations. Nothing contained in this Agreement shall give Assignee any right to control the programming, operations or any other matter relating to the Stations prior to the Closing Date.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written.

Maranatha Radio Association, a Kansas non-profit organization

By: Alberta Klaus

Name: Alberta Klaus

Title: President

"ASSIGNOR"

USD 489, a Kansas educational organization

By: Ron Wilson

Name: Ron Wilson

Title: Superintendent

"ASSIGNEE"

LIST OF SCHEDULES

Schedule 1.1 Tangible Personal Property

Schedule 1.2 FCC Licenses

Schedule 1.4 Assumed Agreements

Schedule 6 Agreed allocation of purchase price

Schedule 7.4 Consents

Schedule 1.1 Tangible Personal Property

PTEK 300w Transmitter

BSI Simian Automation Computer

SAGE 3644 EAS

2- Radio Shack FM Receivers

PSI 1 Bay Antenna

Schedule 1.2 FCC Licenses

KHZZ-LP

Schedule 1.4 Assumed Agreements

No binding agreements are assumed in this contract.

Schedule 6 Agreed allocation of purchase price

Tangible Personal Property (Schedule 1.1) \$3,000.00 USD

KHZZ-LP License \$0 (Gift)

KHZZ-LP Intellectual Property \$0 (Gift)

Schedule 7.4 Consents

Facility Rental Agreement

Marantha Radio Association agrees to maintain the existing physical space and electrical service for KHZZ-LP as a temporary measure until such a time as the FCC grants permission to change ownership of KHZZ-LP and subsequently approves a legal move of the KHZZ-LP transmitting facility to a location of USD 489's choosing.

USD 489 will make the appropriate efforts to file for the legal move of the KHZZ-LP broadcast facility and equipment within 10 business days of the consummation of ownership of KHZZ-LP approved by the FCC.

Upon the successful transfer of ownership of the KHZZ-LP license from Maranatha Radio Association to USD 489, and before the final approval to move the broadcast facility, Maranatha Radio Association will provide 90 days grace period to allow for the filing to move the facility and the physical removal of equipment. Beyond the 90-day grace period, Maranatha Radio Association will assess a monthly rental fee for the physical space and electrical service totaling \$200 per month to be paid monthly.

This agreement will remain in force until December 31st 2020, at which time, if ownership of KHZZ-LP has not been legally transferred to USD 489, the agreement will automatically renew in 3 month increments until final FCC approval of transfer of ownership is complete or the sales agreement is cancelled.

In all cases the terms of this rental agreement will expire July 31st 2021, at which point it may or may not be renegotiated between both parties.