

Consulting Agreement

This Consulting Agreement ("Agreement") is made this 11 day of August, 2021 by and between the University of Northwestern-St. Paul ("UNWSP") and Bethesda Christian Broadcasting ("Bethesda").

Recitals

WHEREAS, Bethesda is the licensee of commercial FM radio station KSLT, Spearfish, South Dakota (FCC Fac. Id. 5475) and noncommercial educational FM radio station KLMP, Rapid City, South Dakota (FCC Fac. Id. 88452) (together, "the Stations"); and

WHEREAS, Bethesda and UNWSP are currently in negotiations for UNWSP to acquire the Station licenses and related facilities and assets; and

WHEREAS, UNWSP has substantial expertise with managing and operating radio stations and is willing to share its expertise with Bethesda as negotiations continue for UNWSP's acquisition of the Stations;

WHEREAS, the Bethesda and UNWSP both recognize and acknowledge that the Communications Act of 1934, as amended (the "Act"), and FCC regulations and policies require that Bethesda, as an FCC broadcast station licensee, maintain complete control over station programming, personnel and finances at all times, and not allow a third party to execute influence over it in these areas;

WHEREAS, Bethesda and UNWSP wish to memorialize the terms of their agreement and relationship to ensure compliance with the Act and FCC regulations and policies

Now therefore, Bethesda and UNWSP hereby agree as follows:

Terms

1. Services Provided By UNWSP. Subject to the conditions and terms contained herein, UNWSP shall free of charge:

A. Provide a management consultant ("Consultant") onsite at the Stations one time per month for a day and a half to assist and advise, at Bethesda's sole direction and control, the management and operation of the Stations, including staffing, budgeting, marketing, and programing functions. The Consultant shall also be available for telephone conferences and virtual meetings on an unlimited basis as needed or desired by Bethesda.

B. Provide a talent coach for the Stations' on-air staff on an ongoing basis.

2. Bethesda shall have complete control over the Stations at all times, including ultimate control over Station operations, programming, personnel and finances and may, reject any recommendations or advice provided by UNWSP or the Consultant.

3. Term. The term of this Agreement (the "Term") shall commence September 1, 2021 and continue until such time as UNWSP acquires the Stations or such earlier time as either party may decide upon five (5) days written notice.

4. No Acquisition Rights. Despite the negotiations described above, the parties do not intend to create hereby, and nothing contained herein shall constitute or be construed to constitute, any right of UNWSP to purchase or otherwise become licensee of the Stations.

5. Control. During the Term, Bethesda and UNWSP each represent, warrant and covenant that Bethesda shall have and be solely responsible for maintaining ultimate control, direction and supervision over the operation of the Station facilities including, specifically, control over the Stations' finances, personnel and programming. Bethesda shall be responsible for all costs of Station operations and for compliance with all FCC requirements.

6. No Partnership or Joint Venture. The parties do not intend to, and nothing contained in this Agreement constitutes or shall be interpreted as constituting, a joint venture, partnership or other legal arrangement between Bethesda and UNWSP, or in any way granting or entitling Bethesda and UNWSP to any ownership, voting control or other legal status with respect to the other. Bethesda and UNWSP are, and throughout the term hereof shall continue to be, operated completely independent of the other, and no officer or director of Bethesda and UNWSP serves or shall serve on the other's board of directors or as an officer of the other. Bethesda and UNWSP have no agreement, written or oral, whether arising out of this Agreement or otherwise, to merge themselves or to supplant the others' board of directors with its own.

7. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Minnesota, the Act, and the rules and regulations of the FCC.

8. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

9. No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

10. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

11. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

12. Amendments; Waivers. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective representatives, successors and assigns. Neither party may assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party hereto, and any such attempted assignment or delegation without such consent shall be void. All covenants, agreements, statements, representations, and warranties made by and on behalf of any of the parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns of the parties hereto.

14. Notices. Any notice required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Bethesda:        Bethesda Christian Broadcasting  
                                 1853 Fountain Plaza Drive  
                                 Rapid City, SD 57702  
                                 Attn: Tom Schoenstedt

Bethesda Christian Broadcasting  
15475 Gleneagle Drive  
Colorado Springs, CO 80921  
Attn: Dana Rasic

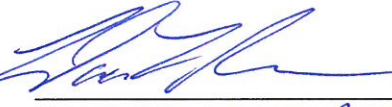
If to UNWSP:        University of Northwestern-St. Paul  
                                 3003 Snelling Avenue N  
                                 St. Paul, MN 55133-1501  
                                 Attn: Scott Jones

SIGNATURE PAGE FOLLOWS

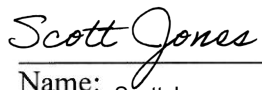
SIGNATURE PAGE TO CONSULTING AGREEMENT

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

BETHESDA CHRISTIAN BROADCASTING

By:   
Name: DANA L ROUSE  
Title: PRESIDENT

UNIVERSITY OF NORTHWESTERN –  
ST. PAUL

By:   
Name: Scott Jones  
Title: Asst VP of Business Operations and Technology