

ASSET PURCHASE AGREEMENT

THIS AGREEMENT, dated as of the 18th day of May, 2022, by and between Real Presence Radio, a North Dakota non-profit corporation (hereinafter "RPR" or "Seller"); and Central Dakota Enterprises, Inc., a North Dakota non-profit corporation (hereinafter "CDE" or "Buyer") (each a "Party" and collectively, the "Parties"):

WHEREAS, RPR is the licensee and operator of FM Broadcast Station KXRP, Channel 217C3, 91.3 MHz, Bismarck, North Dakota, FCC Facility ID #90269 (the "Station") and FM Translator Station K206EI, 89.1 MHz, Williston, North Dakota, FCC Facility ID #106488 (the "Translator"), including all government authorizations and tangible and intangible personal property used, useful and associated with the Station and the Translator; and

WHEREAS, the Seller desires to sell and the Buyer desires to purchase the assets, authorizations and goodwill of the Station and the Translator in order to serve the public interest, convenience and necessity; and

WHEREAS, the grant by the Federal Communications Commission ("FCC") of an application on FCC Form 314 for FCC consent ("FCC Consent") to the assignment of the licenses of the Station and the Translator (which application will contain this Agreement) ("FCC Application"), is an express condition precedent to the obligation of the Buyer to consummate this Agreement;

NOW, THEREFORE, the parties hereto agree as follows:

1. **Assets to Be Sold.** In consideration for the payments and other good and valuable consideration stated in the paragraphs below, and upon the terms and conditions set forth herein, on the Closing Date, Seller shall sell, assign, transfer, convey and deliver to Buyer free and clear of all liens, claims, encumbrances, security interests, charges and restrictions, except as specifically stated in paragraphs 3 and 4 below, all of the assets described as follows (hereinafter "the Sale Assets"):

a. The licenses for the Station and Translator as renewed on March 22, 2021 in LMS File Nos. 0000127793 and 0000127794 for new eight year terms to expire on April 1, 2029, true copies of which are attached hereto as **Schedule A** and incorporated herein by reference (collectively, "FCC Licenses");

b. The agreements associated with the Station and the Translator, true copies of which are attached hereto as **Schedule**

B and incorporated herein by reference (collectively, "Assumed Contracts");

c. All items of personal property exclusively used by the Station and the Translator, an inventory of which is attached hereto as **Schedule C** and incorporated herein by reference (collectively, "Tangible Personal Property");

d. All records pertaining to the Station and the Translator required by the FCC to be maintained by Seller, including the Station's 47 C.F.R. §73.3526 "Public File" (collectively, "FCC Records"); and

e. All intellectual property and any other intangible property or goodwill of the Station and the Translator (collectively, "Intangible Property").

2. **Consideration.** As the consideration for Seller's sale to Buyer of all of the Sale Assets listed in the preceding paragraph, Buyer shall pay to Seller a purchase price of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00), to be paid as follows: (a) within three (3) business days of the date hereof, Buyer will deliver by business check to Phoenix Media Group, LLC of St. Paul, Minnesota, as Escrow Agent for this transaction pursuant to an Escrow Agreement attached hereto as **Schedule D** and incorporated herein by reference, the sum of TEN THOUSAND DOLLARS (\$10,000.00) ("Deposit") as a deposit which is refundable to Buyer in the event of a valid termination of this Agreement for any reason other than due to a breach by Buyer of any material representation, warranty or covenant of Buyer contained in this Agreement; and (b) on the Closing Date as defined below, Escrow Agent will release the Deposit and pay and deliver it to the order of Seller upon instructions to be jointly delivered to him by Seller and Buyer, and Buyer will pay and deliver to the order of Seller by wire transfer or cashier's check the sum of NINETY THOUSAND DOLLARS (\$90,000.00) on the Closing Date (as defined below). The purchase price shall be adjusted upward or downward in accordance with the following: all taxes and assessments, utility bills and other ongoing costs of usual operation of the Station and the Translator shall be prorated to the date of Closing. Seller shall pay sales or use taxes, transfer taxes, and similar taxes and fees incurred up to the date of Closing; Buyer will pay any costs of recordation, filing fees or the like, and taxes incurred subsequent to the Closing Date.

3. **Excluded Assets.** This transaction excludes: (a) all cash, notes and accounts receivable of the Seller; (b) the studio building currently serving as the Station's main studio location;

(c) all broadcasting assets of RPR, whether tangible or intangible, not exclusively devoted to the Station and the Translator; and (d) any other mutually-agreed upon assets that appear on **Schedule E** attached hereto and incorporated herein by reference.

4. **No Liabilities Assumed.** The parties hereto agree and understand that this Agreement is for a sale and purchase of the Sale Assets free and clear of any liens or other encumbrances as of the Closing Date. Buyer does not assume, pay or discharge any debts or obligations of Seller with respect to the Station or the Translator. The Buyer will not hire any of Seller's employees at the Station. The Translator has no employees.

5. **FCC Consent.** It is understood and agreed by all parties that the prior written consent of the FCC to the FCC Application is required before consummation of this Agreement can occur. The FCC Application shall be filed as soon after the date hereof as is practicable. Except as otherwise provided herein, each Party shall pay its own legal fees and other expenses incurred with the preparation and execution of this Agreement and the Application.

6. **Closing Date.** The parties hereto agree and understand that this transaction may not be consummated unless and until the FCC shall have granted the FCC Consent. The Closing Date shall occur no later than the tenth (10th) business day subsequent to the day upon which the FCC Consent has been issued; provided, however, that if the FCC Application is subject to a petition to deny or informal objection, then the Closing Date shall occur no later than the fifth (5th) business day subsequent to the day upon which the FCC Consent has become final and no longer subject to administrative or judicial action, review, rehearing or appeal (a "Final Order"). The Closing Date may also occur on such other date following FCC Consent as the parties may mutually agree. It is contemplated that the actions of the parties required to effectuate the Closing will be performed by mail, and/or electronically (*i.e.*, via bank wire transfer, e-mail and/or telephonic facsimile) and/or courier service.

7. **Time of the Essence.** Time is of the essence in the completion of this Agreement and the consummation thereof.

8. **Seller's Representations and Warranties.** Seller hereby represents and warrants each of the following, the truth and accuracy of which has induced Buyer to enter into this Agreement:

a. *Organization, Standing and Authority.* Seller is a not-for-profit corporation duly organized and validly existing under the laws of the State of North Dakota, and is validly

authorized to do business as a limited liability company in North Dakota. Seller has all requisite corporate power and authority (i) to own, lease, and use the Sale Assets as now owned, leased, and used, (ii) to conduct the business and operations of the Station and Translator as now conducted, and (iii) to execute and deliver this Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Seller hereunder and thereunder. Seller is not a participant in any joint venture or partnership with any other person or entity with respect to any part of the operations of the Station or the Translator or any of the Sale Assets.

b. *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller and its owners. This Agreement has been duly executed and delivered by Seller and constitutes the legal, valid, and binding obligations of Seller, enforceable against it in accordance with their respective terms except as the enforceability of this Agreement and the may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally, and by judicial discretion in the enforcement of equitable remedies.

c. *Absence of Conflicting Agreements.* Subject to obtaining the FCC Consent, the execution, delivery, and performance by Seller of this Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third parties; (ii) will not conflict with any provision of the organizational documents of Seller; (iii) will not conflict with, result in a breach of, or constitute a default under, any applicable law, judgment, order, ordinance, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound; and (v) will not create any claim, liability, mortgage, lien, pledge, condition, charge, or encumbrance of any nature whatsoever upon any of the Sale Assets.

d. *Governmental Licenses.* **Schedule A** includes true copies of the FCC Licenses for the Station and the Translator as currently in existence. Seller is the authorized legal holder of the FCC Licenses. The FCC Licenses listed on **Schedule A** comprise all of the licenses, permits, and other authorizations required

from any governmental or regulatory authority for the lawful conduct of the business and operations of the Station and the Translator in the manner and to the full extent they are now conducted, and none of the FCC Licenses are subject to any restriction or condition not disclosed therein that would limit the full operation of the Station as now operated. To Seller's knowledge, the FCC Licenses are in full force and effect. Seller has no reason to believe that any of the licenses, including the FCC Licenses, would not be renewed by the FCC or other granting authority in the ordinary course. Except as disclosed on **Schedule A** hereof, the Station and the Translator each is operating in material compliance with its respective FCC Licenses, the Communications Act of 1934, as amended, and the rules and regulations of the FCC promulgated thereunder (collectively, "Communications Laws"). Neither the Station nor the Translator have been off the air for more than 29 consecutive days at any one time during the current license term. To Seller's knowledge, there are no FCC enforcement proceedings or investigations ongoing pertaining to the Station or the Translator, and Seller has no knowledge of or reason to believe that any such proceedings or investigations are pending or threatened against the Station or the Translator. Seller is in "green light" status at the FCC.

e. *Assumed Contracts.* **Schedule B** sets forth a correct and complete list of each Assumed Contract. The Assumed Contracts requiring the consent of a third party to assignment are identified on **Schedule B** with an asterisk (*) ("Required Consents"). Seller is not in violation or breach of, nor has Seller received in writing any claim or threat that it has breached any of the terms and conditions of, any Assumed Contract. Seller has performed its obligations under each of the Assumed Contracts in all material respects, and Seller is not in material default thereunder, and to Seller's knowledge, no other party to any of the Assumed Contracts is in default thereunder in any material respect.

f. *Title and Condition of Tangible Personal Property.* **Schedule C** lists all material items or groups of items of Tangible Personal Property. Except as described in **Schedule C**, Seller owns and has good title to each item of Tangible Personal Property, and on the Closing Date, none of the Tangible Personal Property owned by Seller will be subject to any security interest, mortgage, pledge, conditional sales agreement, or other lien or encumbrance. Each material item of Tangible Personal Property is available for immediate use in the business and operations of the Station and the Translator. All material items of equipment included in the Tangible Personal Property (i) are in good operating condition, normal wear and tear excepted, and have been maintained in a

commercially reasonable manner, and (ii) will permit the Station and Translator and any auxiliary broadcast facilities related to the Station to operate in substantial accordance with the terms of the FCC Licenses, the Communications Laws, and with all other applicable federal, state, and local statutes, ordinances, rules, and regulations.

g. *Consents.* Except for the FCC Consent and any required third-party consents identified on **Schedule B**, no third-party consents are required (i) to consummate this Agreement and the transactions contemplated hereby, or (ii) to permit Seller to assign or transfer the Sale Assets to Buyer.

h. *Intangible Property.* No Intellectual Property other than the FCC Licenses and the call letters for the Station and the Translator are being sold hereunder.

i. *Reports.* All material reports, and statements that Seller is currently required to file with the FCC or with any other governmental agency with respect to the Station and the Translator have been or will be filed as of the Closing Date, and all reporting requirements of the FCC and other governmental authorities having jurisdiction over Seller with respect to the Station and the Translator have been or will be, as of the Closing Date, complied with in all material respects. All of such reports and statements are or will be, as of the Closing Date, substantially complete and correct as filed. Seller has timely paid to the FCC all annual regulatory fees payable with respect to the FCC Licenses required to be paid by Seller.

j. *Personnel.*

(1) *Employee Benefits and Compensation.* Seller shall be solely responsible for compliance with all obligations imposed by federal and state law with regard to Seller's employees. Buyer expressly refuses to assume any liability or obligation of Seller under any employee benefit plans or arrangements which may be in existence as of the Closing Date relative to the Station's employees. With respect to any such employee benefit plans which may exist, Seller is not aware of the existence of any governmental audit or examination of any of such plans or arrangements. No action, suit or claim with respect to any of such plans or arrangements (other than routine claims for benefits) is pending or, to Seller's knowledge, threatened.

(2) *Labor Relations.* Seller is not a party to or subject to any collective bargaining agreements with respect to the Station. Seller has no written or oral contracts of employment

with any employee of the Station. Seller has complied in all material respects with all laws, rules, and regulations relating to the employment of labor, including, without limitation, those related to wages, hours, collective bargaining, occupational safety, discrimination, and the payment of social security and other payroll related taxes, and it has not received any notice alleging that it has failed to comply in any material respect with any such laws, rules, or regulations. No controversies, disputes, or proceedings are pending or, to the best of Seller's knowledge, threatened, between Seller and any employee (singly or collectively) of the Station. No labor union or other collective bargaining representative represents or, to Seller's knowledge, claims to represent any of the employees of the Station. To Seller's knowledge, there is no union campaign being conducted to solicit cards from employees to authorize a union to request a National Labor Relations Board certification election with respect to any employees at the Station.

(3) *Continuation of Employment.* Buyer is under no obligation to offer continued employment to employees of the Seller subsequent to the Closing.

k. *Taxes.* Seller has filed or caused to be filed all federal income tax returns and all other federal, state, county, local, or city tax returns which are required to be filed, and it has paid or caused to be paid all taxes shown on those returns or on any tax assessment received by it to the extent that such taxes have become due, or has set aside on its books adequate reserves (segregated to the extent required by generally accepted accounting principles) with respect thereto. To Seller's knowledge, there are no governmental investigations or other legal, administrative, or tax proceedings pursuant to which Seller is or could be made liable for any taxes, penalties, interest, or other charges, the liability for which could extend to Buyer as transferee of the business of the Station or the Translator, and no event has occurred that would impose on Buyer any transferee liability for any taxes, penalties, or interest due or to become due from Seller.

l. *Claims and Legal Actions.* Except for any routine investigations or rulemaking proceedings generally affecting the broadcasting industry, or as set forth more completely on **Schedule F**, Seller has no knowledge of any other claim, legal action, counterclaim, suit, arbitration, governmental investigation or other legal, administrative, or tax proceeding, nor any order, decree or judgment, in progress or pending, or to Seller's knowledge threatened, against or relating to Seller with respect to its ownership or operation of the Station and Translator

or otherwise relating to the Sale Assets or the business or operations of the Station or Translator in particular, but without limiting the generality of the foregoing and, except as set forth on said **Schedule F**, Seller has no knowledge of any applications, complaints or proceedings pending or, to the best of Seller's knowledge, threatened (i) before the FCC relating to the business or operations of the Station and the Translator other than rule making proceedings which affect the radio industry generally, (ii) before any federal or state agency relating to the business or operations of the Station or Translator involving charges of illegal discrimination under any federal or state employment laws or regulations, or (iii) before any federal, state, or local agency relating to the business or operations of the Station or Translator involving zoning issues under any federal, state, or local zoning law, rule, or regulation.

m. *Environmental Matters.* To Seller's knowledge, in connection with the operation of the Station and the Translator, Seller has complied in all material respects with all laws, rules, and regulations of all federal, state, and local governments (and all agencies thereof) concerning the environment, public health and safety, and employee health and safety, and no charge, complaint, action, suit, proceeding, hearing, investigation, claim, demand, or notice has been filed or commenced against Seller in connection with its ownership or operation of the Station and the Translator alleging any failure to comply with any such law, rule, or regulation.

n. *Compliance with Laws.* Seller has complied in all material respects with the FCC Licenses and all federal, state, and local laws, rules, regulations, and ordinances applicable or relating to the ownership and operation of the Station and the Translator. To the Seller's knowledge, neither the ownership, nor use of the properties of the Station and the Translator, nor the conduct of the business or operations of the Station and the Translator conflicts with the rights of any other person or entity.

o. *Full Disclosure.* No representation or warranty made by Seller in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Seller pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make any statement made herein or therein not misleading. There are no contingent or undisclosed liabilities; and in the event that there are any contingent or undisclosed liabilities, Seller will be solely liable for any and all of them.

p. *Broker.* Other than Steve Moravec of Phoenix Media Group, whose fees will be paid by Seller, there are no brokers or individuals to whom a brokerage commission, finder's fee and/or costs would be owed with respect to the transactions contemplated by this Agreement.

10. **Buyer's Representations and Warranties.** Buyer represents and warrants to Seller, the truth and accuracy of each of the following being expressly material to Seller's execution of this Agreement, as follows:

a. *Organization, Standing and Authority.* Buyer is a non-profit corporation incorporated, duly organized and validly existing under the laws of the State of North Dakota, and is authorized to transact business in the state of North Dakota as a "foreign" corporation. Buyer has all requisite corporate power and authority (i) to own, lease, and use the Sale Assets as now owned, leased, and used, (ii) to conduct the operations of the Station and the Translator, and (iii) to execute and deliver this Agreement and the documents contemplated hereby and thereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Buyer hereunder and thereunder.

b. *Authorization and Binding Obligation.* The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with its respective terms except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

c. *Absence of Conflicting Agreements.* Subject to obtaining the Required Consents and the FCC Consent, the execution, delivery, and performance by Buyer of this Agreement and the documents contemplated hereby and thereby (with or without the giving of notice, the lapse of time, or both): (i) do not require the consent of any third party; (ii) will not conflict with the Articles of Incorporation or By-laws of Buyer; (iii) will not conflict with, result in a breach of, or constitute a default under, any law, judgment, order, injunction, decree, rule, regulation, or ruling of any court or governmental instrumentality; or (iv) will not conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any

performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound, such that Buyer could not acquire or operate the Sale Assets.

d. *Broker.* Neither Buyer nor any person acting on Buyer's behalf has incurred any liability for any finders' or brokers' fees or commissions in connection with the transactions contemplated by this Agreement.

e. *Qualification.* To the best of Buyer's knowledge: (i) Buyer is legally and financially qualified pursuant to the Communications Laws to acquire the Station and the Translator and to timely consummate all of the transactions called for herein, and (ii) no waiver will be necessary under the Communications Laws for Buyer to acquire the Station and the Translator.

f. *Full Disclosure.* No representation or warranty made by Buyer in this Agreement or in any certificate, document, or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact and required to make any statement made herein or therein not misleading.

g. *Claims and Legal Actions.* There is currently no litigation pending or to the knowledge of Buyer, threatened, against or relating to Buyer that would prevent or materially impede the consummation of the transactions contemplated by this Agreement, nor does Buyer know of any basis, including performance of Buyer's obligations set forth herein, for such litigation. Buyer is not subject to any order, judgment, writ, injunction or decree of any court or governmental agency or entity which could have a material adverse effect on its ability to consummate the transactions contemplated herein.

11. **Conditions Precedent to Buyer's Obligation to Close.** The obligations of Buyer under this Agreement are, at its election, subject to the fulfillment on or prior to the Closing Date of each of the following conditions precedent. The Parties agree and understand that Buyer's decision to enter into and perform under the terms of this Agreement has been materially premised upon the fulfillment of each of the following conditions, and Seller agrees that all of them are material:

a. The FCC Application shall have been granted, and Seller shall have complied with any conditions imposed on it by the FCC Consent to the extent required under the terms of this Agreement.

b. The Seller shall have obtained all Required Consents.

c. All representations and warranties of the Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time except to the extent that breaches of the representations and warranties of Seller materially adversely affect the Station or the Translator taken as a whole.

d. Seller shall have performed and complied in all material respects with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by it prior to or on the Closing Date.

e. Seller shall have made or stand willing to make all the deliveries to Buyer at Closing, which shall include various instruments and documents, all of which shall be in a form reasonably satisfactory to Buyer and its counsel, to wit:

i. One or more bills of sale for the Tangible Personal Property and the FCC Records;

ii. An assignment of Seller's rights in the FCC Licenses;

iii. Assignment and Assumption Agreements for the Assumed Contracts;

iv. A "Closing Certificate" of Seller certifying the truth and accuracy of the representations and warranties made by Seller in this Agreement; and

v. Any other closing document or instrument reasonably requested by Buyer or its counsel which may be needed to effectuate all of the transactions called for by this Agreement.

f. Between the date of this Agreement and the Closing Date, there shall have been no material adverse change in the Tangible Personal Property, or FCC Licenses, including any damage, destruction, or loss affecting any material assets used in the conduct of the business of the Station and the Translator;

g. No suit, action, claim or governmental proceeding shall be pending, and no order, decree or judgment of any court, agency or other governmental authority shall have been rendered against any Party hereto which: (A) would render it unlawful, as of the Closing Date, to effect the transactions contemplated by

this Agreement in accordance with its terms; (B) questions the validity or legality of any transaction contemplated hereby; or (C) seeks to enjoin any transaction contemplated hereby; and

h. All liens shall have been released.

12. **Conditions Precedent to Seller's Obligations.** The obligations of Seller under this Agreement are, at its election, subject to the satisfaction on or prior to the Closing Date of each of the following conditions precedent:

a. That the FCC Application shall have been granted;

b. All of the representations and warranties made by Buyer herein shall be in all material respects true and correct as of the Closing Date;

c. Buyer shall pay the consideration in the manner prescribed in paragraph 2 above;

d. Buyer shall provide to Seller a "Closing Certificate" certifying the truth and accuracy of Buyer's representations and warranties made in this Agreement; and

e. There shall have been no material breach by Buyer in the performance of any of its covenants or agreements contained herein.

13. **Mutual Cooperation.** The Parties agree and pledge to each other total mutual cooperation to achieve the FCC Consent, including but not limited to prosecuting the FCC Application in good faith and in due diligence so as to achieve grant and finality thereof as expeditiously as practicable, and to take no action to delay or defeat approval.

14. **Termination.**

a. In the event that the FCC Consent shall not have been granted by nine (9) months from the date hereof, either Party shall have the right to unilaterally terminate this agreement by giving written notice to the other Party of its intention to do so, provided, however, that the Party seeking to so terminate is not itself in material breach hereof. Upon such notice, this Agreement shall have no further force and effect, other than as set forth in Section 2 hereof.

b. If the FCC designates the application contemplated by this Agreement for hearing, either Party shall have the option

of terminating this Agreement by notice to the other Party prior to the commencement of the hearing if the terminating Party shall not be in default under the provisions of this Agreement; provided that the terminating party shall not be entitled to terminate this Agreement if the hearing results from or was caused by (i) any failure on the part of such Party to furnish or make available to the FCC information required to be supplied by such party, or (ii) the willful furnishing by such Party of incorrect, inaccurate or incomplete information to the FCC, or (iii) a protest resulting from the solicitation of such protest by the Party seeking to terminate this Agreement.

15. **Seller's Default; Specific Performance.** It is agreed and understood that the Sale Assets are unique assets not readily available on the open market. Therefore, in the event of Seller's breach of this Agreement which is the result of Seller's refusal to sell the Station to Buyer despite Buyer being ready, willing and able to close, Buyer may and shall be entitled, in addition to any other remedies it may seek at law or at equity, to seek the equitable remedy of specific performance to enforce Seller's obligations hereunder to sell the Station and the Translator to Buyer. Accordingly, Seller waives any defense to such action in equity that Buyer has an adequate remedy at law. In other situations where Buyer has a claim that Seller has breached this Agreement (for example, should certain tangible assets not be in condition comparable to that during the period immediately prior to execution of this Agreement), Buyer shall give written notice to Seller, and Seller shall have ten (10) Business Days in which to cure such breach.

16. **Buyer's Default; Liquidated Damages.** In the event that Buyer has failed to perform pursuant to the terms and conditions of this Agreement, despite the FCC having granted its consent and all other conditions precedent having been met (in other words, where the Seller is not at fault), Seller shall be entitled to the payment of the Deposit as its sole and complete liquidated damages. Upon said payment, this Agreement shall be null and void and of no further force and effect; Seller will have no other remedy at law or in equity against the Buyer. In such an event, Seller shall be free to sell the Sale Assets and assign the license of the Station and the Translator (subject to prior written FCC approval) to any other party of its choosing. In the event of the expiration or valid termination of this Agreement for any reason other than a breach by Buyer of a material term of this Agreement, the Deposit shall be returned to Buyer.

17. **Risk of Loss; Set-off.** Seller shall bear all risk of loss in connection with the Station and the Translator prior to

the Closing Date. In the event that prior to the Closing Date the Station and the Translator, or any of the Sale Assets which are material to the operation of the Station and the Translator, be substantially damaged or destroyed and not replaced or promptly repaired, then Buyer at its sole option may:

a. agree to consummate its purchase of the Station and the Translator upon an agreement of set-off or credit for such damaged or destroyed Sale Assets having been reached; if Seller and Buyer cannot agree as to an appropriate set-off or credit for such damaged or destroyed assets, Seller and Buyer shall submit the dispute to the nearest office of the American Arbitration Association for resolution. The cost of such arbitration shall be equally shared by Buyer and Seller; or

b. if such damage or destruction materially disrupts the operations of the Station or the Translator, then Buyer may postpone Closing until the date five (5) business days after operations are restored in all material respects, subject to Section 14(a) hereto.

18. **Taxes.** Seller shall be solely responsible for any and all taxes applicable to the Station and the Translator until and including the Closing Date. The sales, use and/or transfer taxes, if any, assessed by the State of North Dakota upon the sale of the Sale Assets from Seller to Buyer shall be paid by Buyer. Thereafter, all such taxes applicable to the Station and the Translator shall be the sole responsibility of the Buyer.

19. [Reserved]

20. **Bankruptcy; Contingent or Undisclosed Liabilities.** Seller is not in bankruptcy. Seller warrants that it has no contingent or undisclosed liabilities which will or may affect Buyer's title in the Sale Assets. The Parties agree that Buyer is not liable for any contingent or undisclosed liabilities of Seller.

21. **Interference with Operations.** From the date hereof onward until the Closing Date, Buyer shall not attempt to interfere with the operations of Seller; however, Buyer shall be permitted a reasonable opportunity to review books and records of the Station and the Translator and to inspect the physical condition of the Sale Assets. Upon the Closing Date, and thereafter, Seller shall make no attempt to control the Station or the Translator, will not incur any debts or obligations against the Station or the Translator, or otherwise interfere in the operations of the Station and the Translator; provided that nothing contained in this paragraph shall preclude any officer or employee of Seller from

serving as a management employee of the Station and/or the Translator under the direction and control of Buyer. However, and notwithstanding any provision in this Agreement, prior to the Closing Seller may not, without the prior written consent of the Buyer, such consent not to be unreasonably withheld:

a. Make any substantial change in the business of the Station or the Translator, except such changes as are unlikely to have any material adverse impact upon the Sale Assets;

b. Sell, lease, transfer or otherwise dispose of any Sale Asset without obtaining a suitable replacement acceptable to Buyer before the Closing Date, provided that any replacement item which improves the inventory of Sale Assets shall result in an upward adjustment of the purchase price by the actual cost of such item;

c. Mortgage, pledge or encumber any Sale Asset;

d. Waive or agree to waive any rights of material value relating to the Sale Assets or allow to lapse or fail to keep in force any license, permit, authorization or other right relating to the Station or the Translator;

e. Except in the ordinary course of business, make or permit any amendment or termination of any material contract, agreement or license included in the Sale Assets;

f. Enter into any agreement with any employee binding Seller and/or Buyer to utilize said employee's services in connection with the Station or the Translator other than an employment agreement terminable at will;

g. Become a party to any cash, trade or barter agreement for the sale of air time requiring announcements to be made over the Station or the Translator subsequent to the Closing Date;

h. Make or attempt to make any change in the FCC Licenses, other than to keep the FCC Licenses in full force and effect; or

i. Authorize or permit any officer, director, employee or agent of Seller, to, solicit, initiate, encourage (including by way of furnishing information), endorse or enter into any agreement with respect to, or take any other action to facilitate, any inquiries or the making of any proposal that constitutes, or may

reasonably be expected to lead to, any proposal to purchase, directly or indirectly, the Station or the Translator.

22. Before the Closing Date, Seller shall:

a. Maintain and preserve Seller's rights under the FCC Licenses and operate the Station and the Translator in the ordinary course of business, in accordance with past practice and in all material respects in accordance with the Communications Laws and good engineering practices;

b. Use commercially reasonable efforts to maintain the items of Tangible Personal Property in the ordinary course of business; and

c. Maintain in full force and effect policies of liability and casualty insurance of the same type, character and coverage as the policies currently carried with respect to the business, operations and assets of the Station and the Translator.

22. **Public Notices.** Seller shall prepare and give at its expense all public notices as are required pursuant to the Communications Laws.

23. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto, their heirs, personal representatives, successors and assigns. An assignment shall not relieve the Parties of their obligations to guarantee the prompt performance of any and all of their respective obligations thereunder. Buyer may assign its rights hereunder to any legally and financially qualified person or entity that it may choose, subject to approval of the Seller which shall not unreasonably be withheld.

24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota; the forum for any disputes arising hereunder shall be the courts of Cass County, North Dakota.

25. **Indemnification.**

a. *By Seller.* Seller shall indemnify, defend and save Buyer, its affiliates, successors and assigns, harmless against and from all liabilities, claims, losses, damages, cost and expenses (including reasonable attorney's fees) resulting from (i) the conduct of business and operations by Seller of the Sale Assets prior to the Closing Date, (ii) any misrepresentation of breach of warranty, representation or covenant contained in this

Agreement by Seller, (iii) any claims or actions brought by any member of Seller against Buyer as a result of or in connection with this transaction, (iv) any claim or action of any kind by or on behalf of any employee or former employee of Seller or the unlawful conduct of any such employee, and (v) all actions, suits, proceedings, demands, damages, assessments, judgments, costs, reasonable attorney's fees on any appeal, and expenses incident to any of the foregoing or incident to any enforcement by Buyer of any covenant of agreement on the part of Seller set forth in this Agreement.

b. *By Buyer.* Buyer will defend and save Seller, its affiliates, successors and assigns harmless against and from all liabilities, claims, losses, damages, costs and expenses (including reasonable attorney's fees) resulting from (i) any misrepresentation or breach of warranty, representation or covenant by Buyer contained in this Agreement, (ii) the conduct of business and operations by Buyer of the Sale Assets following the Closing Date and (iii) any claims or actions brought by any principal of Buyer against Seller as a result of or in connection with this transaction, and (iv) all actions, suits, proceedings, demands, damages, assessments, judgments, costs, reasonable attorney's fees (including reasonable attorney's fees on any appeal) and expenses incident to any of the foregoing or incident to any enforcement by Seller of any covenant or agreement on the part of Buyer set forth in this Agreement.

c. *Claims Pursuant to Indemnities.* If any claim covered by the foregoing indemnities is asserted against any other indemnified party (the "Indemnitee"), the Indemnitee shall promptly give the other party (the "Indemnitor") notice of such claim. Under no circumstance shall any claim for indemnification hereunder (i) arise until the aggregate amount of all such claims exceeds the sum of \$10,000 and (ii) exceed One Hundred Fifty Thousand Dollars.

26. **Headings.** The headings of the paragraphs of this Agreement are for the convenience of the Parties only, and do not in any way modify, interpret or construe the meaning of the provisions hereof.

27. **Notices.** All notices required or permitted to be given hereunder shall be in writing and copies shall be effective when sent by registered or certified mail, postage and fees prepaid, addressed as follows:

If to Buyer:

Jason Docktor, President
Central Dakota Enterprises, Inc.
Post Office Box 516
Mandan, ND 58554
E-mail: kndr@midconetwork.com

With a copy to:

Mark B. Denbo, Esquire
Smithwick & Belendiuk, P.C.
5028 Wisconsin Avenue, N.W. Suite 301
Washington, DC 20016
E-mail: mdenbo@fccworld.com

If to Seller:

Mr. Chuck Huber, President
Real Presence Radio
503 7th Street, North, Suite 101
Fargo, ND 58102
E-mail: chuckhuber7@gmail.com

With a copy to:

Dennis J. Kelly, Esquire
Law Office of Dennis J. Kelly
30628 Detroit Road, Box 278
Westlake, OH 44145
E-mail: dkellyfcclaw1@comcast.net

28. **Survival of Representations, Warranties and Covenants.**

The Parties agree that the representations, warranties and covenants made by them herein shall survive the Closing Date for a period of one (1) year subsequent to the Closing Date.

28. **Entire Agreement.** The foregoing constitutes the entire and whole agreement of the Parties, and supersedes supersede any and all prior agreements, arrangements, negotiations, discussions and understandings relating to the matters provided for herein. This Agreement may not be modified, amended or changed in any way unless in writing signed by all Parties hereto. The failure of any Party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof, or the right of any Party thereafter to enforce each and every such provision. No waiver of any breach of this

Agreement shall be held to constitute a waiver of any other or subsequent breach.

30. **Counterparts**. This Agreement may be signed in one or more counterparts, each of which shall be considered an original counterpart, and shall become a binding Agreement when the Parties shall have each executed one counterpart.

31. **Severability**. The event that any of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

32. **Confidentiality**. Subject to the requirements of applicable law (including the Communications Laws requiring the filing of this Agreement as part of the FCC Application), Buyer and Seller shall each keep confidential all information obtained by them with respect to the other Party hereto in connection with this Agreement and the negotiations preceding this Agreement, and will use such information solely in connection with the transactions contemplated by this Agreement, and if the transactions contemplated hereby are not consummated for any reason, each shall return to each other Party hereto, without retaining a copy thereof, any schedules, documents or other written information obtained from such other Party in connection with this Agreement and the transactions contemplated hereby. Notwithstanding the foregoing, no Party shall be required to keep confidential or return any information which is: (i) known or available through other lawful sources, not bound by a confidentiality agreement with the disclosing Party; (ii) or becomes publicly known through no fault of the receiving Party or its agents; (iii) required to be disclosed pursuant to an order or request of a judicial or governmental authority (provided the Party other than the disclosing Party is given reasonable prior notice of the order or request and the purpose of the disclosure); or (iv) developed by the receiving Party independently of the disclosure by the disclosing Party. Nothing contained herein shall preclude Buyer from discussing the Station, the Translator or this Agreement with present or potential donors, benefactors, or sponsors.

33. **Construction of Agreement**. This Agreement is the product of negotiation and preparation by, between and among Buyer and Seller and their respective attorneys. Accordingly, the parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one Party or another, or the

attorneys for one Party or another, and shall be construed accordingly.

34. **Section 73.1150 Statement**. Both the Seller and the Buyer agree that Seller has retained no rights of reversion of the FCC Licenses, no right to the reassignment of the FCC Licenses in the future, and have not reserved the right to use the facilities of the Station or the Translator in the future for any reason whatsoever.

35. **Waiver**. Unless otherwise specifically agreed by the parties in writing to the contrary, (i) the failure of either Party at any time to require performance by the other of any provision of this Agreement shall not affect such Party's right thereafter to enforce the same; (ii) no waiver by either Party of any default by the other shall be taken or held to be a waiver by such Party of any preceding or subsequent default; (iii) no extension of time granted by either Party for the performance of any obligation or act by the other Party shall be deemed to be an extension of time for the performance of any other obligation or act hereunder; and (iv) no waiver shall be effective against any Party unless it is in writing signed by that Party.

36. **Schedules and Exhibits**. All schedules, exhibits and riders attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if full set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

SELLER

REAL PRESENCE RADIO

By Chuck Huber
Chuck Huber
President

BUYER

CENTRAL DAKOTA ENTERPRISES, INC.

By _____
Jason Docktor
President

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

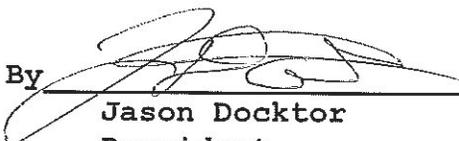
SELLER

REAL PRESENCE RADIO

By _____
Chuck Huber
President

BUYER

CENTRAL DAKOTA ENTERPRISES, INC.

By  _____
Jason Docktor
President

Schedules

Schedule A	FCC Licenses
Schedule B	Assumed Contracts
Schedule C	Tangible Personal Property
Schedule D	Escrow Agreement
Schedule E	Excluded Assets
Schedule F	Claims and Legal Actions

Schedule A

See attached licenses



United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST TRANSLATOR/BOOSTER
STATION LICENSE

Authorizing Official:

Official Mailing Address:

REAL PRESENCE RADIO
503 7TH STREET N
SUITE 101
FARGO ND 58102

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 106488

Grant Date: February 08, 2011

Call Sign: K206EI

This license expires 3:00 a.m.
local time, April 01, 2013.

License File Number: BLFT-20110125AAY

This license covers permit no.: BPFT-20100910AEH

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Name of Licensee: REAL PRESENCE RADIO

Principal community to be served: ND-WILLISTON

Primary Station: KXRP (FM) , Channel 217, BISMARCK, ND

Via: Other

Frequency (MHz): 89.1

Channel: 206

Hours of Operation: Unlimited

Antenna Coordinates: North Latitude: 48 deg 08 min 30 sec
West Longitude: 103 deg 53 min 34 sec

Transmitter: Type Accepted. See Sections 73.1660, 74.1250 of the Commission's Rules.

Transmitter output power: 0.094 kW

Antenna type: (directional or non-directional): Directional
Description: SCA 762 943

Major lobe directions 90
(degrees true):

	Horizontally	Vertically
	Polarized	Polarized
	Antenna:	Antenna:

Effective radiated power in the Horizontal Plane (kw): 0.092

Height of radiation center above ground (Meters): 64

Height of radiation center above mean sea level (Meters): 764

Antenna structure registration number: 1037969

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

*** END OF AUTHORIZATION ***

Renewal of License Authorization

This is to notify you that your Application for Renewal of License 0000127794, was granted on 03/22/2021 for a term expiring on 04/01/2029.

This is your License Renewal Authorization for station K206EI

Facility ID: 106488

Location: WILLISTON,ND

REAL PRESENCE RADIO

503 7th Street North Suite 101

Fargo, ND 58102





United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION LICENSE

Authorizing Official:

Official Mailing Address:

REAL PRESENCE RADIO
503 7TH STREET N
SUITE 101
FARGO ND 58102

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 90269

Grant Date: June 03, 2016

Call Sign: KXRP

This license expires 3:00 a.m.
local time, April 01, 2021.

License File Number: BLED-20160411ABJ

This license covers permit no.: BPED-20150601ABB

Subject to the provisions of the Communications Act of 1934, subsequent acts and treaties, and all regulations heretofore or hereafter made by this Commission, and further subject to the conditions set forth in this license, the licensee is hereby authorized to use and operate the radio transmitting apparatus herein described.

This license is issued on the licensee's representation that the statements contained in licensee's application are true and that the undertakings therein contained so far as they are consistent herewith, will be carried out in good faith. The licensee shall, during the term of this license, render such broadcasting service as will serve the public interest, convenience, or necessity to the full extent of the privileges herein conferred.

This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequency designated in the license beyond the term hereof, nor in any other manner than authorized herein. Neither the license nor the right granted hereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934. This license is subject to the right of use or control by the Government of the United States conferred by Section 606 of the Communications Act of 1934.

Name of Licensee: REAL PRESENCE RADIO

Station Location: ND-BISMARCK

Frequency (MHz): 91.3

Channel: 217

Class: C3

Hours of Operation: Unlimited

Transmitter: Type Accepted. See Sections 73.1660, 73.1665 and 73.1670 of the Commission's Rules.

Transmitter output power: 2.40 kW

Antenna type: Non-Directional

Description: SHI 6813-4R

Antenna Coordinates: North Latitude: 46 deg 35 min 23 sec
 West Longitude: 100 deg 47 min 39 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	4.2	4.2
Height of radiation center above ground (Meters):	100	100
Height of radiation center above mean sea level (Meters):	777	777
Height of radiation center above average terrain (Meters):	199	199

Antenna structure registration number: 1063427

Overall height of antenna structure above ground (including obstruction lighting if any) see the registration for this antenna structure.

Special operating conditions or restrictions:

- 1 The permittee/licensee in coordination with other users of the site must reduce power or cease operation as necessary to protect persons having access to the site, tower or antenna from radiofrequency electromagnetic fields in excess of FCC guidelines.

- 2 Real Presence Radio requests waiver of 47 C.F.R. § 73.1125 to allow the operation of this station as "satellite" of co-owned noncommercial educational AM Station KWTL, Grand Forks, North Dakota (Facility ID No. 69201). Based upon the specific representations contained therein, the waiver request IS HEREBY GRANTED. Real Presence Radio must abide by each representation proffered in the waiver request.

Special operating conditions or restrictions:

3 Real Presence Radio requests waiver of 47 C.F.R. § 73.509 to allow Station KXRP(FM), as authorized herein, to receive contour overlap from the 100 dBu contour of second adjacent channel Station KPHA(FM), Mandan, North Dakota (Facility ID No. 172316) on Channel 219C2. We have afforded this request the "hard look" called for under WAIT Radio v. FCC, 418 F.2d 1153 (D.C. Cir. 1969), and find that the facts and circumstances presented in the applicant's justification are sufficient to establish that grant of the requested waiver is in the public interest. Accordingly, waiver of 47 C.F.R. § 73.509 IS HEREBY GRANTED. Further modifications of Station KPHA(FM) will not be construed as a "per se" modification of KXRP(FM)'s facility. (See Educational Information Corporation, 6 FCC Rcd 2207 (1991)).

4 ***NOTE TO LICENSEE***
Notwithstanding the grant of this license or the expiration date specified herein, your station's license will automatically expire as a matter of law on February 25, 2017 if the station has not resumed broadcasting before that time. See Pub. Law No. 104-104, 110 Stat. 56, Section 403(1) (1996) and Order, Silent Station Authorizations, FCC 96-218 (released May 17, 1996). See also Public Notice, Expedited Processing of Applications Filed By Silent Stations, DA 96-818 (May 22, 1996).

Upon resumption of broadcasting, the licensee must notify the Commission by letter addressed to:

Office of the Secretary
Federal Communications Commission
445 12th Street, SW, Washington, DC 20554
ATTN: Denise Williams, Audio Division, Media Bureau

This notice will be in addition to an application for a license to cover this permit.

5 Grant of this license application is conditioned on the continuous operation of the licensed facility for the twelve-month period following grant. The failure of the facility to so operate will result in the rescission of this grant, dismissal of the license application and the forfeiture of the associated construction permit pursuant to 47 C.F.R. § 73.3598(e) unless the licensee rebuts the presumption that the authorized facilities were temporarily constructed.

*** END OF AUTHORIZATION ***

Renewal of License Authorization

This is to notify you that your Application for Renewal of License 0000127788, was granted on 03/22/2021 for a term expiring on 04/01/2029.

This is your License Renewal Authorization for station KXRP

Facility ID: 90269

Location: BISMARCK,ND

Real Presence Radio

503 7th Street North Suite 101

Fargo, ND 58102



Schedule B

See attached tower leases

The consent of BEK Communications Cooperative (second attached Lease, beginning on Page 8) is a Required Consent.

TOWER LEASE AGREEMENT

THIS AGREEMENT made and entered into this 22nd day of September, 2010, by and between Prime Cities Broadcasting, Inc. as "Landlord," whose address is 3130 East Broadway, Bismarck, North Dakota 58501, and Real Presence Radio as "Tenant", whose address is P.O. Box 13703 Grand Forks, North Dakota 58208 and

WHEREAS, Landlord desires to lease space on its St. Anthony, North Dakota tower ("Tower") for Tenant's installation of antennas, transmission lines, microwave dishes, wave guide and the housing of equipment for the purpose of operating Tenant's radio station ("Tenant's equipment"); and

WHEREAS, this Lease is contingent upon the Tenant obtaining, solely at its expense, a tower study assessing whether the Tower has sufficient weight-bearing capabilities for the Tenant's equipment and Landlord determining in its sole discretion that the Tower has sufficient weight-bearing capabilities for the Tenant's equipment.

THEREFORE, THE PARTIES NOW AGREE AS FOLLOWS:

1. Contingent on the Landlord determining in its sole discretion that the Tower has sufficient weight-bearing capabilities, the Landlord does hereby lease unto Tenant space on Landlord's guyed structure tower and adjacent real property located at St. Anthony, Morton County, North Dakota, having site coordinates of latitude 46-35-23.0 N longitude 100-47-40.0 W, and Antenna Structure Registration #1013427. The Real Property, which is the subject of this Lease, is attached as Exhibit A ("Leased Premises").
2. Tenant shall be entitled to use the Leased Premises for the installation, operation and maintenance of radio transmitting equipment as more particularly described on the attached Exhibit B. Installation and maintenance of the equipment shall be performed by qualified personnel hired or employed by Tenant.
3. All equipment or other property of the Tenant attached to or otherwise brought onto the Leased Premises shall be considered the personal property of the Tenant. All costs for the installation, maintenance and removal of equipment shall be borne by the Tenant. Tenant shall insure its own property.
4. As partial consideration for rent paid under this Lease, Landlord hereby grants Tenant an easement for ingress, egress, and access to the Leased Premises adequate to service the Tenant's equipment at all times during the term of this Lease or any renewal term.

5. The term of this lease shall begin on November 1, 2010 and shall be for five (5) years and Tenant shall have two (5) five-year options to renew this lease agreement under the same terms and conditions ("Renewal Terms"), except for the Renewal Terms, rent for each five-year term will be adjusted upward by the CPI increase over the prior term, but each five year term renewal increase shall not exceed 15%. The five-year options shall be exercised by Tenant's notification to the Landlord in writing at least thirty (60) days before the scheduled lease expiration date.

6. For the initial lease term, Tenant shall pay Landlord the sum of \$1,850.00 per month for its rights under this Tower Lease Agreement, provided, that the obligation to pay rent shall not begin until Tenant begins construction of its facilities at the Leased Premises. Tenant also agrees to pay Landlord the difference in average monthly utility bill as power will be shared.

7. Landlord represents and warrants that the Tower is now and shall continue in the future to be operated, managed, and maintained in compliance with all applicable federal, state and local laws, rules and regulations. Tenant also agrees to observe and comply with applicable federal, state and local laws, rules and regulations pertaining to the use of the Leased Premises.

8. During the term of this lease, Landlord shall keep the Leased Premises in good condition and repair. Landlord agrees to schedule any maintenance work, so far as reasonably possible, so as not to cause any temporary interruption of Tenant's transmission and broadcasting activities under this provision unless the interruption is required by and consistent with good engineering practice. Except in cases of emergency maintenance, Landlord will give Tenant 72 hours notice before any scheduled maintenance that will interrupt Tenant's transmissions. Upon termination or expiration of this Lease, Tenant will surrender the Leased Premises to Landlord in good condition, except for reasonable wear and tear and damages caused by the elements. In addition, Tenant agrees to relevel and reclaim to its original contour any real property altered by Tenant during this lease.

9. Tenant at its expense shall take such steps as may be necessary to prevent and/or cure any objectionable interference to the operation of the existing facilities **of Landlord and** of the tenants of Landlord whose facilities are located at the Leased Premises at the commencement of the Tenant's transmissions ("Existing Tenants"). If any such objectionable interference from Tenant's equipment cannot be reduced to a level reasonably acceptable to Landlord, Landlord may elect to terminate this Lease by giving 60 days prior written notice to Tenant. In the event Tenant hereafter enters into any new lease for use of the Leased Premises, Landlord shall include provisions in each such lease to provide Lessee such protection from interference as is provided herein to Existing Tenants.

Any dispute as to whether interference is being caused or as to who is causing such interference, which remains unresolved for longer than seven (7) calendar

days shall be submitted to a consulting electronic engineer. Such consulting engineer shall be jointly selected by Landlord and Tenant, provided that he or she shall be a member in good standing of the Association of Federal Communications Consulting Engineers and/or the Society of Broadcast Engineers, and shall not have been retained or otherwise employed by Landlord or any other tenant of the Leased Premises. The determination of the consulting engineer shall be final and binding on all parties. The expense of the consulting engineer so selected shall be paid by the party or parties determined to be responsible for the interference. If it is determined that all parties are equally responsible for the interference the expense of the consulting engineer shall be shared equally by the parties as determined to be responsible for causing the interference.

10. Tenant agrees to indemnify Landlord and hold it harmless from any liability resulting from its use of the Leased Premises and from any use by its contractors, agents, employees, approved successors, or approved assigns. Tenant agrees to provide proof of an insurance policy in the minimum amount of \$1,000,000, naming Prime Cities Broadcasting, Inc. as an additional insured, to cover any liability claims related to the Leased Premises or any damages to the Landlord's property.

11. In the event of Tenant's material default under this agreement, Landlord shall provide written notice by certified mail of such default and Tenant shall have thirty (30) days to cure such default. In the event Tenant fails to cure such default, the Lease shall be deemed terminated and Tenant shall remove its equipment from the Leased Premises and restore the property.

12. This Lease shall be binding upon and inure to the benefit of the successors and assigns of the Landlord. Tenant shall not be entitled to assign this lease, unless it first obtains the written approval of Landlord, which approval shall not be unreasonably withheld or delayed.

13. This Lease shall be governed by the laws of the State of North Dakota.

14. This Lease constitutes the entire agreement between the parties and supersedes any previous negotiations and oral agreements. It can only be modified by a writing signed by both parties.

Exhibit B – Tenant's Equipment

1. A Shively Labs Model 6813 40 foot 4 bay antenna below the existing KNDX and KKBO antennas at a height of 100 meters. If a different antenna is substituted, it will not exceed a maximum weight load of 1230 pounds.
2. A 3.0kw transmitter.
3. Such other accessories and other equipment as mutually agreed to by Landlord and Tenant.

TOWER LEASE ACKNOWLEDGEMENT AND EXTENSION

This Tower Lease Acknowledgement And Extension (this "Acknowledgement") is entered into effective this 1st day of November, 2020 (the "Effective Date") by and between BEK Communications Cooperative, Inc. ("Landlord") as assignee of Prime Cities Broadcasting, Inc. ("Original Landlord") and Real Presence Radio ("Tenant").

WHEREAS Original Landlord and Tenant entered into that certain Tower Lease Agreement dated September 22, 2010 (as amended by that certain Addendum to Contract dated May 10, 2011, the "Lease Agreement") whereby Tenant leased space on Original Landlord's St. Anthony, North Dakota radio tower (as further described in the Lease Agreement, the "Tower") for the installation of certain equipment as owned by Tenant ("Tenant's Equipment"); and

WHEREAS, In connection with the sale of the Tower by Original Landlord and the purchase of the Tower by Landlord, Landlord assigned to Landlord Original Landlord's rights and obligations under the Lease Agreement; and

WHEREAS, Landlord and Tenant wish to extend the term of the Lease Agreement for an additional five (5) year term, beginning as of the Effective Date, subject to the provisions set out in this Acknowledgement.

NOW THEREFORE, Landlord and Tenant agree as follows:

1. Definitions. Capitalized terms not otherwise defined herein are defined with reference to the Lease Agreement.
2. Extension. Notwithstanding any option set out in the Lease Agreement, Landlord and Tenant agree to extend the term of the Lease Agreement for an additional (5) year term (the "Extension Term"), the Extension Term beginning as of the Effective Date. Except as modified herein, the provisions of the Lease Agreement shall remain in effect as between Landlord (as assignee of Original Landlord) and Tenant. This Acknowledgement shall not be deemed a "new lease" for purposes of Paragraph 9 of the Lease Agreement.
3. Acknowledgement. As a material inducement for Landlord to enter into this Acknowledgement, Tenant acknowledges and agrees that, as of the Effective Date, the Tower has at all times relevant hereto been suitable for Tenant's purposes under the Lease Agreement, and that Original Landlord and Landlord have performed in all material respects, each of their respective obligations under the Lease Agreement as assigned, such that .
4. Consideration. Rental payments for each month of the Extension Term shall be as set out in Schedule 1 hereto, which shall supersede any comparable provision of the Lease Agreement. Tenant shall pay rental payments to Landlord in advance, without any offset or deduction, not later than the fifth (5th) day of each month during the Rental Term.

5. Tenant's Equipment. Tenant's Equipment shall be as listed on the original lease agreement dated September 22 2011. Tenant shall not install any substitute or additional equipment without the prior consent of Landlord.

6. Indemnification. Tenant agrees to indemnify and hold Landlord, its predecessors, successors and assigns, harmless from any liability resulting from Tenant's use of the Leased Premises or Tenant's Equipment, and any use of any of the foregoing by any of Tenant's contractors, agents, employees, successors and/or assigns.

7. Insurance. Not less frequently than once per calendar year during the Extension Term, Tenant agrees to furnish Landlord with proof of insurance coverage against bodily injury and property damage, with a limit of not less than \$1,000,000.00 and against all liability arising out of the Tenant's use, occupancy, or maintenance of the Leased Premises, which policy shall name Landlord as additional insured. Such policy of insurance must be issued by a reputable insurer authorized to write such policies of insurance in the State of North Dakota and shall provide that it may not be terminated or materially altered without at least thirty (30) days prior written notice to Landlord.

8. Governing Law. This Acknowledgement is subject to the internal laws of the State of North Dakota.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURES AND ACKNOWLEDGMENTS TO APPEAR ON FOLLOWING PAGES

Schedule 1
Monthly Rental Payments

Months	Monthly Rental Payment
Nov. 1 2020 to Oct. 31 2025	\$2,164

This rental rate excludes utility costs which you pay additionally.

ANTENNA SITE LEASE

LESSOR: Prairie Public Broadcasting, Inc.
207 North 5th Street; PO Box 3240
Fargo, North Dakota 58108-3240

Lease Date: 12-1-2010

LESSEE: Real Presence Radio
P.O. Box 13703
Grand Forks, North Dakota 58208

Site Location:

12 Miles West of Williston, North Dakota
Site Coordinates: North Latitude 48° 08' 30", West Longitude 103° 53' 34"

Site located on the Southeast Quarter of Section Twenty-Three (23), Township One Hundred Fifty-Four (154) North, Range One Hundred Three (103) West, Williams County, North Dakota.

Monthly Rental:

Monthly payments of \$300.00 (\$3,600 annually). Electric power consumed by station (estimated @ \$50.00 per month) included in monthly rental paid to Lessor, but not in addition thereto. For each additional renewal term the total rent will be increased based on the cumulative Consumer Price Index over the preceding term.

Term:

Initial term of five (5) years from the date of this lease agreement with two (2) optional five (5) year renewal terms.

The equipment permitted to be installed as indicated in Paragraph Two on Page 2 of this lease form is as follows:

Antenna(s) and associated transmission line:

One Scala FMV-1 dipole transmit antenna at 195' HAG-RC @ 90° - One 7/8" Heliac coax run.
One 2.4 meter KU band satellite dish.

Transmitter or repeater equipment:

One Crown FM100 transmitter; floor space for one lessee equipment rack (2' X 2' X 4') and ceiling or wall space for Bandpass filter.

THE TERMS AND CONDITIONS OF THIS LEASE ARE PRINTED ON PAGE 2 & 3.

Prairie Public Broadcasting, Inc. _____

LESSOR

By [Signature]
John E. Harris III, President and CEO

[Signature]
WITNESS

Real Presence Radio _____

LESSEE

By [Signature]
Chair of the Board - C.P.

[Signature]
WITNESS

1. Lease of Site: Lessor leased the site described on the attached sheet to Real Presence Radio (herein called Lessee).

2. Use of Site: The site is to be used only for the installation, operation and maintenance of FM translator equipment, including, transmitter, antennas, cabling or wiring, satellite dish and accessories used therewith. Lessee is limited to the number and types of radio equipment indicated on page one. Plans and specifications for the installation or any subsequent changes thereto of the Lessee's equipment are subject to the approval of Prairie Public Broadcasting's Director of Engineering and shall be submitted to the Engineering Department thirty (30) days in advance of the proposed date of installation. Installation and maintenance of the Lessee's equipment shall be performed by qualified personnel, provided, however, that such equipment, its installation, operation and maintenance, in no way interferes with or damages the Lessor's own installations or the installations and operations thereof of other existing Lessees on the site. The Lessor reserves the right to enter upon the leased premises at reasonable times for purpose of inspection or for making repairs and improvements. All equipment or other property of the Lessee attached to or otherwise brought onto the leased site at all times shall be considered the personal property of the Lessee. All costs for the installation, maintenance and removal of equipment shall be borne by the Lessee. The Lessee agrees that it will observe and comply with all federal and state laws, city ordinances, and governmental regulations pertaining to the use of the leased site. Lessor agrees to afford Lessee the same interference protections from operations by subsequent tenants as required of Lessee in the preceding terms of this Article.

3. Term: The term of this lease shall be for three (3) years and will automatically renew for up to ten (10) additional one (1) year terms. Lessee shall indicate desire not to renew by mailing notice to Lessor by registered mail at least thirty (30) days prior to the expiration of the initial or renewal terms. The Lessor may terminate the lease before the end of the agreed term if the Lessee uses the site for purposes other than those agreed upon in this lease, or if the Lessee fails to pay the agreed upon rent, or if the Lessee violates any other provision in this lease. The Lessee may terminate the lease before the end of the agreed term if the Lessor fails to make repairs or improvements as agreed upon in this lease, or if the site becomes structurally unusable for the agreed upon purpose through no fault or neglect of the Lessee.

4. Rent: The lessee agrees to pay the Lessor monthly rental in the amount indicated on the attached sheet, payable in advance on the first day of each month.

5. Liability: Lessee will carry during the term of this lease the following insurance with the customary coverage's and exclusions:

Bodily Injury----\$1,000,000. For all injuries by more than one person in any one occurrence, \$3,000,000 per year.

Property Damage--\$1,000,000. For damage as a result of any one accident.

Rooftop Damage---\$100,000. For damage as a result of any one accident.

Lessee agrees to furnish Lessor with certificates of the insurance carrier certifying that Lessee has the above specified insurance. If any changes should occur in the insurance package, Lessor shall be notified. Firms or individuals employed by the Lessee for installation of any equipment on the tower shall carry liability insurance in the above indicated amounts and Lessee shall furnish Lessor with certificates of insurance certifying the above specified insurance.

6. Condition of the Site: During the term of this lease Lessor shall keep the leased site and the premise of which it is part in good condition and repair. Upon termination or expiration of this lease Lessee will surrender the site to Lessor in good condition except for reasonable wear and tear and damages caused by the elements and without any fault or neglect on the part of the Lessee. If, during the term of the lease, the leased premises are destroyed by the elements, by fire or other casualty without any fault or neglect on the part of the Lessee, so that the leased premises are unusable the Lessee's liability for rent and the Lessee's right to possession of the leased premises shall immediately cease. If fire, casualty, or the elements cause only partial damage, this Lease shall continue in force and the Lessor shall make repairs within a reasonable time. Lessee assumes all responsibility for damage to its equipment, accessories and personal property on the lease site due to fire, wind or the elements.

7. **Abandonment:** In the event that the Lessor abandons the site then upon 30 days written notice of the such abandonment this lease shall terminate.

8. **Notices:** Any notice of demand required or permitted to be given or made hereunder shall be sufficiently given or made by mail in a sealed envelope, postage prepaid, addressed to the Lessee. Any such notice or demand shall be deemed to have given or made at the time it is deposited in the United States Post Office.

9. **Prior Negotiations:** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior, negotiations, and agreements. This contract shall not only bind the Lessor and Lessee, but also their heirs, successors, assigns, executors and administrators in the future.

10. **Amendment:** No revision of this contract shall be valid unless made in writing and signed by the President of Prairie Public Broadcasting, Inc. or her authorized agent.

11. **Escape Clause:** Lessor acknowledges that Lessee's operating authority from the Federal Communications Commission (FCC) is secondary to most other broadcasting licensee's and as such Lessee may be required to terminate service or change location or change its operating frequencies because of FCC actions or by operation of the Rules and Regulations of the FCC.

Lessor agrees that if Lessee's authority to operate its FM translator at the premises is revoked, withdrawn, terminated or modified so as to result in cessation of its translator operation at said premises, or if Lessee's system shall be deactivated for reason of interference to, or caused by Lessee's system, Lessee shall have the option, upon 30 days written notice, to terminate this Agreement without penalty and receive a pro-rated refund of any rent paid in advance.

Schedule C

KXRP and K206EI Fixed Assets

KXRP Bismarck:

Nautel VS2.5 Transmitter with built in Orban Audio Processor
Shively 6813-4R (w/ radomes)
340' 1 5/8" Heliax
Sage Endec Model 3644 -- Cap Compliant
TFT used for off air EAS monitoring and Radio Shack scanner to monitor NOAA
Broadcast Tools WVRC4 Plus Remote Control

K206EI Williston:

Crown FM 150 Transmitter
Single Bay Omni antenna
220' RG-218 Feedline
Broadcast Tools WVRC4 Plus Remote Control
6' Equipment rack.

Excluded items: 2 Tiline Bridge-IT audio codecs – one at each site

SCHEDULE D

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “**Agreement**”) is made and entered into as of May 18, 2022, by and among Real Presence Radio, a North Dakota non-profit corporation (“**Seller**”); Central Dakota Enterprises, Inc., a North Dakota non-profit corporation (hereinafter “**Buyer**”); and Phoenix Media Group, LLC, a Minnesota limited liability company (“**Escrow Agent**”).

WITNESSETH:

WHEREAS, Seller and Buyer have entered into a certain Asset Purchase Agreement of even date herewith (the “**Purchase Agreement**”), under which Seller will assign and otherwise convey to Buyer certain of the of the assets used exclusively in the broadcast operations of FM Broadcast Station KXRP, Channel 217C3, 91.3 MHz, Bismarck, North Dakota, Facility ID #90269 and FM Translator Station K206EI, 89.1 MHz, Williston, North Dakota, Facility ID #106488, including, but not limited to, the licenses, permits, and other authorizations issued by the Federal Communications Commission; and

WHEREAS, Seller and Buyer desire that Escrow Agent serve as escrow agent for certain monies to be held to secure Buyer’s performance under the Purchase Agreement, and Escrow Agent is willing to do so, all upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, on the basis of the mutual promises and covenants set forth herein, it is agreed as follows:

Article I. Delivery of Escrow Deposit

1.1 The parties acknowledge that, as of the date hereof, Buyer has delivered to Escrow Agent the amount of Ten Thousand Dollars (\$10,000.00) (the “**Escrow Deposit**”).

1.2 The Escrow Deposit, together with any interest thereon, shall be held as security on the terms and subject to the limitations set forth herein for the performance of Buyer’s obligations pursuant to the Purchase Agreement, and shall be released by Escrow Agent in accordance with the terms and conditions hereinafter set forth.

Article II. Maintenance and Distribution of Escrow Deposit

2.1 The Escrow Deposit shall be invested by Escrow Agent in a separate account (the “**Escrow Account**”) in obligations of the United States (or its agencies) or any money market account or fund investing solely in such obligations, provided that no investment shall have a maturity of more than thirty (30) days unless specifically agreed to by Buyer and Seller. The Escrow Account is to be insured, subject to the applicable rules and regulations of the Federal Deposit Insurance Corporation. All interest earned on the Escrow Deposit shall become part of the Escrow Account, subject to the disbursement instructions for such interest set forth in Sections 2.2 through 2.6. Buyer shall provide its federal tax identification number to Escrow Agent and authorizes Escrow Agent to file appropriate reports of interest earned on the Escrow Deposit with the Internal Revenue Service.

2.2 At the time and place of the Closing under the Purchase Agreement, and simultaneously with the performance by Buyer and Seller of their respective obligations under the Purchase Agreement, Buyer and Seller shall instruct Escrow Agent to pay the Escrow Deposit by wire transfer to Seller in partial payment of the Purchase Price as contemplated by the Purchase Agreement, and to return any interest accrued thereon (less any fees incurred pursuant to Section 3.8 hereto) to Buyer.

2.3 On the thirtieth (30th) day after Escrow Agent's receipt of written notice from Seller (with evidence of service of such notice on Buyer) that the Purchase Agreement has been terminated pursuant to Section 16 of the Purchase Agreement ("**Seller's Notice**"), Escrow Agent shall deliver the Escrow Deposit, less any fees incurred pursuant to Section 3.8 hereto, to Seller by wire transfer; *provided, however*, that Escrow Agent shall make no such payment if, prior to the expiration of the aforesaid 30-day period, Buyer has provided notice to Escrow Agent and Seller of its countervailing claim to the Escrow Deposit or otherwise claims that Seller is not entitled to the Escrow Deposit by reason of Seller's material breach of the Purchase Agreement ("**Buyer's Rebuttal Notice**").

2.4 On the thirtieth (30th) day after Escrow Agent's receipt of written notice from Buyer (with evidence of service of such notice on Seller) that the Purchase Agreement has been terminated other than pursuant to Section 16 of the Purchase Agreement ("**Buyer's Notice**"), Escrow Agent shall deliver the Escrow Deposit, plus any interest earned thereon less any fees incurred pursuant to Section 3.8 hereto, to Buyer by certified or bank cashier's check or wire transfer; *provided, however*, that Escrow Agent shall make no such payment if Seller, prior to the expiration of the aforesaid 30-day period, has provided notice to Escrow Agent and Buyer of its countervailing claim to the Escrow Deposit or otherwise claims that Buyer is not entitled to the Escrow Deposit by reason of Buyer's material breach of the Purchase Agreement ("**Seller's Rebuttal Notice**").

2.5 After timely receipt by Escrow Agent of Seller's Rebuttal Notice or Buyer's Rebuttal Notice, Escrow Agent shall not deliver the Escrow Deposit until such time as Escrow Agent receives: (a) a written agreement signed by Seller and Buyer providing instructions as to the disposition of the Escrow Deposit, or (b) a certified copy of a court order or judgment from a court of competent jurisdiction that has become final (meaning that the order or judgment is no longer subject to appeal to or review by a court of competent jurisdiction) with respect to the disposition of the Escrow Deposit. Escrow Agent shall deliver the Escrow Deposit in accordance with said agreement, order or judgment. Except as otherwise provided in the joint instructions of Buyer and Seller or a court order, all interest earned on the Escrow Deposit (less any fees incurred pursuant to Section 3.8 hereto) in all events shall be delivered to Buyer. Notwithstanding the foregoing, after receipt by Escrow Agent of Seller's Rebuttal Notice or Buyer's Rebuttal Notice, Escrow Agent may: (a) deposit the Escrow Deposit with any court that has properly assumed jurisdiction of any dispute hereunder, or (b) commence an action in interpleader in any court of competent jurisdiction and deposit the Escrow Deposit and any interest earned thereon with such court.

2.6 Unless the subject matter of this Agreement is subject to any active court litigation

or proceeding, then, notwithstanding any other provision of this Escrow Agreement, Escrow Agent shall, upon receipt of written instructions signed by Seller and Buyer, deliver the Escrow Deposit to the party or parties named in such instruction. Unless otherwise provided in such instruction, interest earned on the Escrow Deposit (less any fees incurred pursuant to Section 3.8 hereto) shall be delivered to Buyer.

Article III. General Provisions

3.1 This Escrow Agreement shall become effective as of the date hereof and shall continue in force until the final delivery of the Escrow Deposit and any interest earned thereon by Escrow Agent pursuant to the terms of this Escrow Agreement. This Agreement shall then terminate and Escrow Agent shall be discharged of all responsibility hereunder.

3.2 All notices required or permitted to be given hereunder shall be in writing and copies shall be effective when sent by registered or certified mail, postage and fees prepaid, addressed as follows:

If to Seller:

Mr. Chuck Huber, President
Real Presence Radio
503 7th Street, North, Suite 101
Fargo, ND 58102
E-mail: chuckhuber7@gmail.com

With a copy to:

Dennis J. Kelly, Esquire
Law Office of Dennis J. Kelly
30628 Detroit Road, Box 278
Westlake, OH 44145
E-mail: dkellyfcclaw1@comcast.net

If to Buyer:

Jason Docktor, President
Central Dakota Enterprises, Inc.
Post Office Box 516
Mandan, ND 58554
E-mail: kndr@midconetwork.com

With a copy to:

Mark B. Denbo, Esquire
Smithwick & Belendiuk, P.C.
5028 Wisconsin Avenue, N.W. Suite 301
Washington, DC 20016

E-mail: mdenbo@fccworld.com

If to Escrow Agent:

Phoenix Media Group, LLC
Steve Moravec, President
1181 Edgcumbe Road, Suite 1006
Saint Paul, MN 55105-2839
E-mail: steve.moravec@juno.com

3.3 In no event shall Escrow Agent be liable for any act or failure to act under the provisions of this Escrow Agreement, except where its acts are the result of its own gross negligence or willful misconduct. Escrow Agent shall have no duties except those that are expressly set forth herein, and it shall not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination, or rescission of this Escrow Agreement, unless in writing received by it and signed by Buyer and Seller. No right, duty, or obligations of Escrow Agent hereunder shall be changed or modified without Escrow Agent's prior written consent.

3.4 Escrow Agent shall be protected in acting upon any written notice, request, waiver, consent, receipt, or other paper or document furnished to it in connection herewith, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained that it reasonably believes to be genuine and what it purports to be.

3.5 In the event that Escrow Agent shall find it necessary to consult with counsel of its own choosing in connection with this Escrow Agreement, Escrow Agent shall not incur any liability for any action taken in accordance with such advice, and shall be reimbursed for all reasonable attorneys' fees that Escrow Agent may incur. Buyer and Seller, jointly and severally, shall indemnify and hold harmless Escrow Agent for any liability, loss, claim, or damage incurred by Escrow Agent in connection with this Escrow Agreement, including any claims by third parties, unless such liability, loss, claim, or damage is a result of Escrow Agent's own gross negligence or willful misconduct. This indemnification shall survive termination of this Escrow Agreement.

3.6 Escrow Agent may resign at any time by giving a minimum of thirty (30) days prior written notice of resignation to both Buyer and Seller, such resignation to be effective on the date specified in such notice. Any assets held by Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation shall be delivered to a Successor Escrow Agent designated in writing by both Buyer and Seller.

3.7 Escrow Agent is not a party to, and is not bound by, any agreement that may be evidenced by, or arise out, the foregoing instructions, other than as expressly set forth herein. In the event that any of the terms and provisions of any other agreement (excluding any amendment to this Escrow Agreement) between any of the parties hereto, conflict or are inconsistent with any of the provisions of this Escrow Agreement, the terms and provisions of this Escrow Agreement shall govern and control in all respects.

3.8 The Escrow Agent undertakes to perform such duties as are specifically set forth herein and may conclusively rely, and shall be protected in acting or refraining from acting, on any written notice, instrument or signature believed by it to be genuine and to have been signed or presented by the proper party or parties duly authorized to do so. The Escrow Agent shall have no responsibility for the contents of any writing contemplated herein and may rely without any liability upon the contents thereof. The Escrow Agent shall be under no obligation to refer to the Purchase Agreement or to any other documents between the parties related in any way to this Escrow Agreement, except as specifically provided herein.

3.9 The Escrow Agent shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized hereby or within the rights and powers conferred upon it hereunder, nor for action taken or omitted by it in good faith, or in accordance with advice of counsel (which counsel may be of the Escrow Agent's own choosing) and it shall not be liable for any mistake of fact or error of judgment or for any acts or omissions of any kind unless caused by its own misconduct or gross negligence.

3.10 Escrow Agent shall be entitled to deduct from the Escrow Deposit any bank fees imposed and to reimbursement for any reasonable out-of-pocket expenses it incurs for acting as Escrow Agent, including but not limited to legal fees. Buyer and Seller agree that Escrow Agent may authorize the withdrawal of such bank fees, withdraw the amount of such out-of-pocket expenses or deduct them from distributions of the Escrow Deposit made pursuant to Article II;

3.11 In the event that Buyer or Seller files a lawsuit or institutes other formal legal action against the other (including any counterclaim to a lawsuit filed by the other party) to enforce its right to the Escrow Deposit and any interest earned thereon under this Agreement, the prevailing party shall be reimbursed by the other party (either Seller or Buyer, as the case may be) for all expenses incurred therewith, including reasonable attorneys' fees.

3.12 Capitalized terms used herein and not defined herein or otherwise conventionally capitalized shall have the meanings ascribed thereto in the Purchase Agreement.

3.13 This Escrow Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

3.14 This Escrow Agreement sets forth the entire agreement between Seller, Buyer, and Escrow Agent and supersedes any and all prior and contemporaneous agreements and understandings with respect to the escrow of funds under the Purchase Agreement.

3.15 The construction and performance of this Escrow Agreement shall be governed by the laws of the State of North Dakota without giving effect to the choice of law provisions thereof.

3.16 This Escrow Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

3.17 All signatories to this Escrow Agreement warrant that they have full and complete authority to enter into this Escrow Agreement and to sign this Escrow Agreement on behalf of themselves and/or the entity on whose behalf they are signing.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above set forth.

SELLER

REAL PRESENCE RADIO

By 
Chuck Huber
President

BUYER

CENTRAL DAKOTA ENTERPRISES, INC.

By _____
Jason Dockett
President

ESCROW AGENT

PHOENIX MEDIA GROUP, LLC

By _____
Steve Moravec
President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above set forth.

SELLER

REAL PRESENCE RADIO

By _____
Chuck Huber
President

BUYER

CENTRAL DAKOTA ENTERPRISES, INC.

By  _____
Jason Docket
President

ESCROW AGENT

PHOENIX MEDIA GROUP, LLC

By  _____
Steve Moravec
President

Schedule E

Excluded Assets:

2 Tiline Bridge-IT audio codecs at both sites

Schedule F

Claims and Legal Actions:

NONE