

**APA – KQFR, Rapid, City, IA
Schedule A**



**United States of America
FEDERAL COMMUNICATIONS COMMISSION
FM BROADCAST STATION LICENSE**

Authorizing Official:

Official Mailing Address:

FAMILY STATIONS, INC.
112 NORTH ELM STREET
SHENANDOAH IA 51601

Penelope A. Dade
Supervisory Analyst
Audio Division
Media Bureau

Facility Id: 90517

Call Sign: KQFR

License File Number: BMLED-20130827AAF

Grant Date: September 24, 2013

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

This license modifies license no.: BLED-20050801DGM

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.

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Callsign: KQFR

License No.: BMLD-20130827AAF

Name of Licensee: FAMILY STATIONS, INC.

Station Location: SD-RAPID CITY

Frequency (MHz): 89.9

Channel: 210

Class: C2

Hours of Operation: Unlimited

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

Transmitter output power: 6.4 kW

Antenna type: Non-Directional

Description: SHI 6810-1R

Antenna Coordinates: North Latitude: 44 deg 19 min 42 sec

West Longitude: 103 deg 50 min 03 sec

	Horizontally Polarized Antenna	Vertically Polarized Antenna
Effective radiated power in the Horizontal Plane (kW):	2.30	2.30
Height of radiation center above ground (Meters):	152	152
Height of radiation center above mean sea level (Meters):	2273	2273
Height of radiation center above average terrain (Meters):	562	562
Antenna structure registration number: 1056646		

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 Family Stations, Inc. requests waiver of 47. C.F.R. Section 73.1125 to operate the proposed facility as "satellite" of co-owned noncommercial educational FM station KEAR(AM), San Francisco, California, (Facility ID No.: 1082). Based upon the specific representations contained therein, the waiver request IS GRANTED. Applicant shall abide by each representation proffered in the waiver request.

*** END OF AUTHORIZATION ***

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Shively 6810-1R Transmit Antenna

Andrew 1 5/8" Coaxial cable, approximately 500'

Armstrong T10000 Transmitter/Exciter

Andrew Automatic Dehydrator

Burk Easi-8 Transmitter Remote Control Unit

Inovonics Modulation Monitor

Radyne Comstream Satellite Receiver ABR 202

Dayton Industrial EAS Receiver

Sage ENDEC EAS Unit Model 3644

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ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into as of this 27th day of April, 2015, by and among Family Stations, Inc., a California non-profit corporation ("Seller"); Real Presence Radio, a North Dakota non-profit corporation ("Buyer"); and Dennis J. Kelly, a member of the District of Columbia Bar ("Escrow Agent").

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller certain assets and authorizations used and useful in the operation of non-commercial educational FM Broadcast Station KQFR, Channel 205, 89.9 MHz, Rapid City, South Dakota (the "Station"), including the Station's broadcast licenses and authorizations issued by the Federal Communications Commission ("FCC"), upon terms and conditions incorporated into a definitive Asset Purchase Agreement between Seller and Buyer of even date (the "Sale Agreement"); and

WHEREAS, pursuant to the Sale Agreement, Buyer is to place in escrow TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) as a down payment (the "Escrowed Funds"); and

WHEREAS, Seller and Buyer desire to establish an escrow to hold said deposit of funds;

NOW, THEREFORE, the parties hereto agree as follows:

1. The Escrow Deposit. Buyer has delivered to the Escrow Agent the cash sum of TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) as of the date hereof.

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2. Deposit of the Escrowed Funds. The Escrow Agent shall maintain the Escrowed Funds in the Dennis Kelly IOLTA Trust Account in PNC Bank, National Association, Washington, DC. This is a non-interest bearing account. Upon further instructions mutually executed by Seller and Buyer, Escrow Agent shall invest the Escrowed Funds in one or more federally insured accounts, including certificates of deposit. Any and all interest accrued on said accounts shall be the property of Buyer.

3. Disbursement. Escrow Agent shall disburse the Escrow Deposit as follows:

(a) Joint Notice. Upon receipt by Escrow Agent of a joint notice from Seller and Buyer directing delivery of the Escrow Deposit, Escrow Agent shall immediately pay, without deduction, set-off or counterclaim, the principal of the Escrow Deposit to Seller and all interest and other earnings thereon to Buyer, or as otherwise specified in the joint notice.

(b) Pursuant to A Determination by the Dispute Panel or Court Order. Upon receipt of by Escrow Agent of a certified copy of a final order entered by a court of competent jurisdiction determining the disposition of the Escrow Deposit and the income earned or accrued thereon, as directed by such determination or order; Escrow Agent shall disburse the Escrow Deposit as follows:

(c) Partial Release of Escrow Deposit. If the Escrow Agent disburses less than the full amount of the Escrow Deposit

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pursuant to any joint notice or court order in accordance with this Agreement, that portion of the Escrow Deposit not disbursed, together with any interest then held by the Escrow Agent, shall continue to be held in escrow by the Escrow Agent subject to the terms of this Agreement.

4. Obligations of Escrow Agent. The Escrow Agent assumes no liability except that expressed in this Escrow Agreement and shall have no responsibility or liability to any of the parties hereto, or their successors, for any action taken in good faith upon receipt of any instrument or other writing believed by the Escrow Agent to be genuine and to be properly signed or presented, whether or not such instrument or other writing is in such form as may be specifically provided for hereunder. The Escrow Agent shall not be responsible for any act done or omitted in good faith and 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 received by the Escrow Agent in a writing signed by duly authorized representatives of Buyer and Seller. The Escrow Agent shall not be liable or responsible for anything done or omitted to be done in good faith, it being understood that the Escrow Agent's liability shall be limited to gross negligence or willful misconduct on its part. Seller and Buyer jointly and severally agree to indemnify and hold the Escrow Agent harmless against all costs and expenses incurred by it acting as Escrow Agent and against all liability which may be imposed upon it in connection

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with the acceptance of appointment as Escrow Agent hereunder and the performance of the duties hereunder, other than that occurring by reason of the Escrow Agent's gross negligence or willful misconduct. Notwithstanding any other provision of this Agreement, the Escrow Agent shall not have any obligation to disburse moneys from escrow until those moneys are collected funds and the Escrow Agent shall not be obligated to disburse escrow funds until it has received clear written instructions satisfactory to Escrow Agent, which instructions are or, in good faith, appear to Escrow Agent to be signed by authorized agents or representatives of both Seller and Buyer.

5. Written Instructions. The Escrow Agent shall be entitled to rely on the written instructions consented to by Buyer and Seller. In the event the Escrow Agent receives written instructions from either Buyer or Seller, the Escrow Agent shall forthwith forward a copy of said instructions to the other party, and in the event said other party fails to so consent, the Escrow Agent shall continue to hold the Escrowed Funds provided for herein.

6. Resignation. The Escrow Agent may resign at any time by giving written notice to the parties.

7. Notices. Any notice, demand, or request required or permitted to be given under the provisions of the Agreement shall be in writing and shall be deemed to have been duly delivered on the date of personal delivery or on the date of delivery by email with a "read receipt" or other confirmation of delivery, or on the date of

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receipt if mailed by registered or certified mail, postage prepaid and return receipt requested, and shall be deemed to have been received on the date of personal delivery or on the date set forth on the return receipt, to the following addresses, or to such other address as a party may request:

If to Seller:

Thomas Evans, President
Family Stations, Inc.
290 Hegenberger Road
Oakland, CA 94621

If to Buyer:

Mr. Edward E. Schmitz, Board Chairman/Vice-President
Real Presence Radio
Post Office Box 13703
Grand Forks, ND 58208-1370

If to Escrow Agent:

Dennis J. Kelly, Esquire
Law Office of Dennis J. Kelly
Post Office Box 41177
Washington, DC 20018-0577

8. Counterparts. This Escrow Agreement may be signed in any number of counterparts with the same effect as if the signing of each counterpart were upon the same instrument.

9. Interpretation and Amendment. This Escrow Agreement shall be construed according to the laws of the District of Columbia and cannot be changed or terminated orally.

[THIS SPACE LEFT INTENTIONALLY BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]

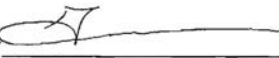
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IN WITNESS WHEREOF, the parties hereto have executed the
within instrument as a sealed document, all as of the day and
year first written above:

SELLER

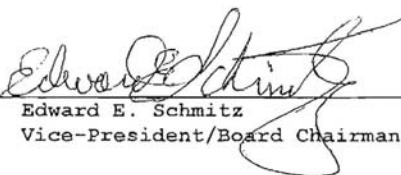
FAMILY STATIONS, INC.

By 

Thomas Evans
President

BUYER

REAL PRESENCE RADIO

By 

Edward E. Schmitz
Vice-President/Board Chairman

ESCROW AGENT

Dennis J. Kelly

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IN WITNESS WHEREOF, the parties hereto have executed the
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year first written above:

SELLER

FAMILY STATIONS, INC.

By _____
Thomas Evans
President

BUYER

REAL PRESENCE RADIO

By _____
Edward E. Schmitz
Vice-President/Board Chairman

ESCROW AGENT



Dennis J. Kelly

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Schedule D

Excluded Assets

Burk ARC-16SA Remote Control
ALX Remote Control Unit
Whirlwind Mic and Mixer

Seller's Transmitter Site Use Agreement will not be assumed by Buyer; Buyer assumes the responsibility of negotiating a new Transmitter Site Use Agreement .

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Schedule E

Allocation of Purchase Price

KQFR (FM), Rapid City, SD

Tangible Assets: Transmission System Equipment (Class V)	\$ 50,000.00
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Intangible Assets: FCC License (Class VI)	\$150,000.00
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Total:	\$200,000.00
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