

LLC MEMBERSHIP INTEREST PURCHASE AGREEMENT

This LLC MEMBERSHIP INTEREST PURCHASE AGREEMENT, dated as of January __, 2002 by and among Randy K. Holland Investments, LLC, a limited liability company organized under the laws of the state of North Dakota (the "Company"), Randy K. Holland ("Seller"), and Thomas E. Ingstad ("Ingstad") and Donald A. Nordin ("Nordin") (Ingstad and Nordin are referred to herein as "Buyer" or "Buyers").

WHEREAS, Buyers desire to purchase from Seller and Seller desires to sell to Buyers membership interests representing in the aggregate 90% of the membership interests in the Company, on the terms and subject to the conditions set forth herein.

WHEREAS, the Company owns and operates and is the licensee of radio station KGBZ(FM), Harwood, ND (the "Station") and the conveyance of interests described hereunder is subject to the rules and regulations of the Federal Communications Commission ("FCC");

NOW, THEREFORE, for good and valuable consideration, and upon covenants and promises set forth herein, the parties agree as follows:

1. PURCHASE AND SALE OF MEMBERSHIP INTERESTS.

1.1 Sale and Purchase. At the Closing, Buyers shall purchase from Seller, and Seller shall sell and cause to be issued to Buyers, Membership Interests in the Company representing an aggregate 90.0% of the outstanding membership interests of the Company immediately after giving effect to consummation of this transaction (the "Membership Interests"), free and clear of all liens and subject to the terms and conditions of this Agreement, including the representations, warranties, covenants and agreements contained herein. Ingstad shall acquire sixty five per cent (65%) of the Membership Interests of the Company. Nordin shall acquire twenty five per cent (25%) of the Membership Interests of the Company. Seller shall retain the remaining ten per cent (10%) of the Membership interests in the Company. Each Buyer hereunder is an independent Buyer and the parties hereby agree that failure by one Buyer to consummate the transactions set forth herein shall not relieve any other party of its obligations hereunder.

1.2 Closing. The closing of the transaction contemplated herein shall take place on at the offices of Shaw Pittman LLP, Washington, DC on the date which is ten days after the FCC consent to transfer of control of the Company has been granted and is a "Final Order" that has not been reversed, stayed, enjoined, annulled or suspended, and with respect to which no timely request by a party in interest for stay, rehearing, appeal or certiorari or sua sponte action of the FCC is pending; and as to which the time for filing any such request, petition, appeal or certiorari or taking of such sua sponte action by the FCC has expired, with no such action having been timely taken (which time and place are designated as the "Closing").

1.3 Seller hereby acknowledges the receipt of a good faith cash deposit in the amount of One Hundred Fifty Thousand Dollars (the "Deposit") from Ingstad, which amount shall be credited towards the purchase price and which shall be fully refundable in the event this Agreement is terminated for any reason other than the willful default of Ingstad prior to the consummation of the transactions contemplated by this Agreement. In consideration of the

transactions set forth in this document, (i) Ingstad shall pay to Seller at Closing, in immediately available funds the sum of Eight Hundred Sixty-One Thousand Five Hundred Dollars (\$861,500.00)(the "Ingstad Purchase Price"), less the Deposit, which shall be credited towards the Ingstad Purchase Price; and (ii) Nordin shall execute a promissory note in the form of Exhibit A hereto (the "Note") in favor of Seller at Closing, in the amount of Two Hundred Twenty-Seven Thousand Five Hundred Dollars (\$227,500.00)(the "Nordin Purchase Price") and a Pledge Agreement in the form of Exhibit B hereto granting Seller a first priority security interest in and pledge of the Membership Interests conveyed to Nordin (collectively, the Ingstad Purchase Price and the Nordin Purchase Price are hereinafter referred to as the "Purchase Price").

1.4 Deliveries at Closing. At the Closing, the parties shall, respectively, make the following simultaneous deliveries:

(a) Seller shall deliver to each Buyer:

(i) a certificate or certificates representing the Membership Interests being assigned to said Buyer, duly executed on behalf of Seller, duly endorsed in blank or accompanied by membership interest powers duly executed in blank;

(ii) a certificate of good standing of the Company dated within ten (10) days of the Closing Date;

(iii) copies of the Company's certificate of formation certified as of a recent date (which is not more than thirty (30) days before Closing) by the Secretary of State of the State of North Dakota and copies of the Company's LLC Agreement certified by its managing member;

(iv) a lien search evidencing that the Membership Interests and the Company are clear of all liens except with respect to a lien in favor of Bremer Bank, which obligation shall be assumed by the Buyers at Closing;

(v) resignation of the sole manager of the Company; and

(vi) a cross receipt, duly executed on behalf of Seller, indicating receipt of the respective Purchase Price from each Buyer.

(b) Each Buyer shall deliver to Seller:

(i) Ingstad shall deliver the Ingstad Purchase Price, by wire transfer of immediately available funds to an account or accounts designated by Seller;

(ii) Nordin shall deliver the Note and the Pledge Agreement;

(c) The parties shall execute and deliver such other documents as are customary and reasonably necessary to consummate the transactions contemplated hereby.

2. REPRESENTATIONS AND WARRANTIES OF SELLER AND THE COMPANY.

Seller and the Company, jointly and severally, hereby represent and warrant as follows:

2.1 Organization and Qualification. The Company is a limited liability company duly organized and validly existing under the laws of the State of North Dakota. The Company has all requisite power and authority to carry on its business as currently conducted, and is duly qualified to transact business in each jurisdiction in which the failure to be so qualified would have a material adverse effect on the Company.

2.2 Capitalization. Seller is the sole Member of the Company. There are no outstanding rights, options, warrants, preemptive rights, rights of first refusal or similar rights for the purchase or acquisition from the Company of any equity interest in the Company. All outstanding equity interests have been issued in compliance with state and federal securities laws.

2.3 Subsidiaries. The Company does not presently own or control, directly or indirectly, any interest in any other corporation, association, or other business entity.

2.4 Authorization. As of the Closing, all action on the part of the Company, its members, managers, officers and directors, and the Seller necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Company and the Seller hereunder shall have been taken, and this Agreement will constitute valid and legally binding obligations of the Company and the Seller, enforceable in accordance with their respective terms, subject to: (i) judicial principles limiting the availability of specific performance, injunctive relief, and other equitable remedies and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

2.5 Valid Issuance of Membership Interests. The Membership Interests when issued, sold and delivered in accordance with the terms of this Agreement for the consideration expressed herein, shall be duly and validly issued and will be free of restrictions on transfer directly or indirectly created by the Company other than restrictions on transfer under this Agreement and under applicable state and federal securities laws.

2.6 Governmental Consents. Except for FCC consent to transfer of control of the Company, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority on the part of the Company is required in connection with the offer, sale or issuance of the Membership Interests.

2.7 Litigation. There are no actions, suits, proceedings or investigations pending or, to the best of the Company's or Seller's knowledge, threatened before any court, administrative agency or other governmental body against the Company or Seller which questions the validity of this Agreement or the right of Seller or the Company to enter into this Agreement or to consummate the transactions contemplated hereby. The Company is not a party or subject to,

and none of its assets is bound by, the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality which conflicts with or would restrain the transactions contemplated hereby.

2.8 Compliance with Other Instruments. The Company is not in violation or default of any provision of its Certificate of Formation or the LLC Agreement, each as in effect immediately prior to the Closing. The Company is not in violation or default of any provision of any material instrument, mortgage, deed of trust, loan, contract, commitment, judgment, decree, order or obligation to which it is a party or by which it or any of its properties or assets are bound. To the best of its knowledge, the Company is not in violation or default of any provision of any federal, state or local statute, rule or governmental regulation in any material respect. The execution, delivery and performance of and compliance with this Agreement by Seller or the Company will not result in any such violation, be in conflict with or constitute, with or without the passage of time or giving of notice, a default under any such provision, require any consent or waiver under any such provision (other than any consents or waivers that have been obtained), or result in the creation of any mortgage, pledge, lien, encumbrance or charge upon any of the properties or assets of the Company pursuant to any such provision.

2.9 Permits. Except with respect to the FCC consent to transfer of control, the Company has all franchises, permits, licenses, and any similar authority necessary for the conduct of its business as now being conducted by it, and the Company is not in default in any material respect under any of such franchises, permits, licenses, or other similar authority.

2.10 FCC Matters. True, complete and correct copies of all FCC licenses ("FCC Licenses") issued with respect to the Station have been provided to Buyers. The Company is the authorized legal holder of the FCC Licenses. The FCC licenses are in full force and effect and constitute all the licenses and authorizations from the FCC required for the operation of the Station as currently operated. The Company and the Station have been and are being operated in all material respects in compliance with the FCC Licenses, the Federal Communications Act of 1934, as amended and the rules, regulations and policies of the FCC. Except for actions or proceedings affecting radio stations generally, no action, complaint, petition, notice of violation, or proceeding is pending or, to the knowledge of the Company or Seller, threatened by or before the FCC relating to the business or operations of the Station.

2.11 Environmental and Safety Laws. To the best of its knowledge, the Company is not in violation of any applicable statute, law or regulation relating to the environment or occupational health and safety.

2.12 Title to Property and Assets. The Company has good and marketable title to all of properties and assets owned by it and except for a lien in favor of Bremer Bank to be assumed by the Buyers, such properties and assets are free and clear of all mortgages, liens and encumbrances, except liens for current taxes and assessments not yet due and possible minor liens and encumbrances which do not, in any case, materially detract from the value of the property subject thereto or materially impair the operations of the Company and the Station. The

Company's material properties and assets are in good condition and repair, in all material respects, for the purposes for which they are currently used, ordinary wear and tear excepted.

2.13 No Undisclosed Liabilities. On the Closing Date, the Company shall have no liabilities other than as disclosed in writing to Buyers.

2.14 Brokers or Finders. The Company and Seller have not agreed to incur, directly or indirectly, any liability for brokerage or finders' fees, agents' commissions or other similar charges in connection with this Agreement or any of the transactions contemplated hereby.

3. REPRESENTATIONS AND WARRANTIES OF BUYERS.

Buyers hereby each individually represent and warrant that:

3.1 Experience. Each Buyer is experienced in evaluating companies such as the Company, are able to fend for themselves in transactions such as the one contemplated by this Agreement, have such knowledge and experience in financial and business matters that each Buyer is capable of evaluating the merits and risks of its prospective investment in the Company, and have the ability to bear the economic risks of the investment.

3.2 Investment. Buyer is acquiring the Membership Interests for investment for its own account and not with the view to, or for resale in connection with, any distribution thereof. Buyers understand that the Membership Interests have not been registered under the Securities Act or any state securities law, by reason of a specific exemption from the registration provisions of the Securities Act and state securities law, respectively, which depends upon, among other things, the bona fide nature of the investment intent as expressed herein. Buyers understand and acknowledge that the offering of the Membership Interests pursuant to this Agreement will not be registered under the Securities Act nor under any state securities laws on the ground that the sale provided for in this Agreement and the issuance of securities hereunder is exempt from the registration requirements of the Securities Act and applicable state securities laws.

3.3 No Public Market. Buyers understand that no public market now exists for the Membership Interests, and that there may never be a public market for the Membership Interests.

3.4 Authorization. As of the Closing, all action on the part of Buyers necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of such Buyer hereunder shall have been taken, and this Agreement constitutes a valid and legally binding obligation of such Buyer, enforceable in accordance with their respective terms, subject to: (i) judicial principles limiting the availability of specific performance, injunctive relief, and other equitable remedies and (ii) bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect generally relating to or affecting creditors' rights.

3.5 Brokers or Finders. Buyers have not agreed to incur, directly or indirectly, any liability for brokerage or finders' fees, agents' commissions or other similar charges in connection with this Agreement or any of the transactions contemplated hereby.

4. CONDUCT OF THE BUSINESS PRIOR TO THE CLOSING DATE.

4.1 Interim Covenants. Seller agrees with and for the benefit of Buyers that during the period from the date of this Agreement through the earlier of the Closing Date or termination of this Agreement, the Company will not, without the prior consent in writing of Buyers (which may not be unreasonably withheld, conditioned or delayed):

(a) conduct the Station in any manner except in the ordinary course consistent with past practices and in material compliance with all FCC Licenses and all applicable FCC rules;

(b) except as required by their terms, amend or terminate any Material Contract or default under any Material Contract or enter into any new Material Contract or take any action that could reasonably be expected to jeopardize the continuance of its material supplier or customer relationships;

(c) terminate, amend or fail to renew any existing insurance coverage without obtaining sufficient substitute coverage therefor with no lapse;

(d) make any material loan, guaranty or other extension of credit, or enter into any commitment to make any loan, guaranty or other extension of credit, to or for the benefit of any director, officer, employee, stockholder or advertiser;

(e) (i) grant any general or uniform increase in the rates of pay or benefits to officers, directors or employees (or a class thereof) or any increase in salary or benefits of any officer, director, employee or agent or pay any bonus to any person, except for increases or bonuses which are in the ordinary course of business and consistent with past practice, (ii) enter into any new employment, collective bargaining or severance agreement, or (iii) adopt or make any commitment to adopt any additional employee benefit plan or make any contributions other than regularly scheduled contributions to any employee benefit plan covering any Station Employees;

(f) sell, transfer or otherwise dispose of any assets except in the ordinary course of business;

(g) create, assume or permit to exist any lien upon the Company's or the Station's assets (except liens which will be removed at or prior to Closing);

(h) do any act or fail to do any act that might result in the expiration, revocation, suspension or adverse modification of any of the FCC Licenses;

(i) issue, sell, redeem or acquire for value, or agree to do so, any debt obligations or Membership Interests;

(j) make any material capital investment, by purchase, contributions to capital, property transfers, or otherwise; or

(k) make any tax election, make any change in any method or period of accounting or in any accounting policy, practice or significant procedure, or take any action that materially changes the apportionment factors of the Company in any state for tax reporting purposes, if such election, change or action could reasonably be expected to have an adverse effect on Buyers or the Company after the Closing Date.

4.2 FCC Filings. Within ten (10) days after the date hereof, Buyers, the Company and Seller shall jointly file with the FCC an application to request the consent of the FCC to the transfer of control of the Company and the Station from Seller to Buyers.

4.3 Control of the Station. Before the Closing Date, Buyers will not, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct, the business and operations of the Station, and such operation, including complete control and supervision of all programming, will be the sole responsibility of Seller. From and after the Closing Date, Seller will have no control over, or right to intervene, supervise, direct or participate in, the business and operations of the Station.

4.4 Repairs. If prior to the Closing there is any damage to the Station, or any material Station asset, Seller will give Buyers prompt notice of any such damage and, at Buyers' option, either: (a) Seller will, at its cost and in a good and workmanlike manner, repair or replace such damage prior to the Closing, or (b) Buyers will accept such assets in their then-current condition and the Purchase Price shall be adjusted accordingly. For the purpose of completing any repairs or replacements under this Section, the Closing may be extended for a reasonable time to allow such repairs or replacements to be made by Seller.

4.5 Preservation of Business. Seller shall use best efforts to preserve the business and operation of the Station as currently conducted and the present relationships with advertisers, suppliers, customers, and other persons and entities having business relationships with the Station, and continue to conduct financial operations of the Station, including its credit and collection policies, with substantially the same effort, and to the same extent and in the same manner, as in the prior conduct of the business and operations of the Station.

5. CONDITIONS OF PURCHASE.

5.1 The obligations of the parties to effect the Closing are subject to the following conditions unless, to the extent permitted by law, waived in writing by both parties:

(a) No Orders; Legal Proceedings. No law or order shall have been enacted, entered, issued, promulgated or enforced by any governmental entity, nor will any action have been instituted and remain pending and remain so by any governmental entity at what would otherwise be the Closing Date, that prohibits or restricts, or would (if successful) prohibit or restrict, the transactions contemplated in this Agreement; provided, however, that the parties will use commercially reasonable efforts to cause any such law or order to be vacated or lifted or action dismissed.

(b) FCC Order. The FCC consent to transfer of control shall have been granted and shall have become a Final Order that remains in full force and effect on the Closing Date.

(c) Other Governmental Approvals and Permits. To the extent required by applicable law, all permits and approvals required to be obtained from any governmental entity, shall have been received or obtained on or prior to the Closing Date.

5.2 Conditions to Obligations of Buyers. The obligations of Buyers to effect the Closing will be subject to the following conditions except to the extent waived in writing by Buyers:

(a) Representations, Warranties and Covenants of Seller. The representations and warranties of Seller and the Company herein contained shall be true at the Closing Date with the same effect as though made at such time (other than those that speak as of a specific date, which shall be true and correct as of such date); and Seller and the Company shall have performed all obligations and complied with all covenants and conditions required by this Agreement to be performed or complied with by them at or prior to such Closing Date.

(b) No Material Adverse Effect. There shall not have occurred any material adverse effect on the Station, the Company or the Membership Interests after the date hereof. No action shall have been taken by any governmental entity, and no law shall have been enacted, that could reasonably be expected to materially and adversely affect the financial condition, operations or prospects of Buyers, the Station or the Company, or the regulatory compliance status of the Company or Buyers.

(c) Closing Deliveries of Seller and the Company. Seller and the Company shall have made all of the required deliveries, in form and substance reasonably satisfactory to Buyers and its counsel.

5.3 Conditions to Obligations of Seller. The obligations of Seller to effect the Closing shall be subject to the following conditions, except to the extent waived in writing by Seller:

(a) Representations, Warranties and Covenants of Buyers. The representations and warranties of Buyers herein contained shall be true at the Closing Date with the same effect as though made at such time (other than those that speak as of a specific date, which shall be true and correct as of such date); and Buyers shall have performed all obligations and complied with all covenants and conditions required by this Agreement to be performed or complied with by it at or prior to such Closing Date.

(b) Closing Deliveries of Buyers. Buyers shall have made the required deliveries, in form and substance reasonably satisfactory to Seller and its counsel.

6. TERMINATION.

6.1 Termination of Agreement. Anything herein to the contrary notwithstanding, this Agreement may be terminated at any time before the Closing as follows and in no other manner:

(a) Mutual Consent. By mutual consent in writing of Buyers and Seller.

(b) FCC Evidentiary Hearing. By Buyers or Seller if the application seeking the FCC consent to transfer of control is designated for hearing by the FCC.

(c) Material Breach. By Buyers or Seller if there has been a material misrepresentation or other material breach by the other party or the Company in its representations, warranties and covenants set forth herein; provided, however, that if such breach is susceptible to cure, the breaching party will have twenty (20) business days after receipt of notice from the other party of its intention to terminate this Agreement if such breach continues in which to cure such breach.

(d) Termination Date. By Buyers (acting jointly or severally) or Seller if the Closing has not occurred on or before December 31, 2002.

6.2 Return of Funds. If this Agreement is terminated for any reason other than a willful and material breach by Ingstad, Ingstad shall be entitled to immediate return of \$150,000 from the Company and Seller, jointly and severally.

7. INDEMNIFICATION; TAX MATTERS.

7.1 Indemnification Obligations of Seller. Seller agrees to indemnify and hold harmless Buyers and their employees, agents and assigns from and against any and all losses of Buyers or the Company, directly or indirectly, as a result of, or based upon or arising from any inaccuracy in or breach of any of the representations, warranties of Seller or the Company contained herein, any breach by Seller or the Company of any covenants of Seller or the Company contained herein, or any third-party claims or demands regarding the Company or the Company's conduct of the business and operations of the Station prior to the Closing.

7.2 Indemnification Obligations of Buyers. Each Buyer agree to indemnify and hold harmless Seller from and against any losses of Seller, directly or indirectly, as a result of, or based upon or arising from any inaccuracy in or breach of any of the representations or warranties of that Buyer contained herein, any breach by that Buyer of any covenants of said Buyer contained herein; or any third-party claims or demands regarding the conduct of the Station after the Closing, except for such claims or demands for which Seller is obligated to indemnify Buyers pursuant to Section 7.1.

7.3 Certain Tax Matters. Within thirty (30) days following the Closing, Seller will cause the Company to close its books as of the Closing Date and prepare and file a short-year tax

return dated as of the Closing Date. Seller shall be responsible for any and all taxes due and owing with respect to the period ending as of the Closing Date. Seller and its authorized representatives shall have access to the Company's books and records for the purposes of completing and filing its short-term tax return. The tax return shall be true, complete and correct in all material respects and filed on a timely basis. Seller shall provide Buyers with a copy of such tax return.

8. MISCELLANEOUS.

8.1 Governing Law. This Agreement shall be governed in all respects by the laws of the State of North Dakota, without regard to any provisions thereof relating to conflicts of laws among different jurisdictions.

8.2 Survival. The representations and warranties made herein shall survive the Closing for a period of one year, whereupon they shall cease and be of no further force and effect.

8.3 Successors and Assigns. Buyers, at their individual option, freely may assign their rights, duties and obligations hereunder to a controlled entity. Seller may not assign its rights, duties or obligations hereunder without the prior consent of Buyers which shall not be unreasonably withheld. Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties. This Agreement shall not be construed so as to confer any right or benefit on any party not a party hereto, other than their respective successors, assigns, heirs, executors and administrators.

8.4 Entire Agreement; Amendment. This Agreement and the other documents delivered pursuant hereto constitute the full and entire understanding and agreement among the parties with regard to the subjects hereof and thereof and supersedes all prior agreements and understandings relating thereto. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

8.5 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party upon any breach or default of the other party under this Agreement shall impair any such right, power or remedy of such first party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any holder of any breach or default under this Agreement, or any waiver on the part of any holder of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing or as provided in this Agreement.

8.6 Expenses. Except as otherwise set forth herein, Seller, the Company and Buyers will each pay their own expenses incident to the negotiation, preparation and performance of this

Agreement. Any such expenses of the Company will be paid by Seller prior to the Closing. Notwithstanding the foregoing, Buyers and Seller shall each pay 50% of any FCC filing fees incurred in connection with the transfer of control of the FCC Licenses to Buyers.

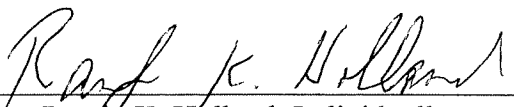
8.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by only one party, which shall be enforceable against the parties actually executing such counterparts, and all of which together shall constitute one instrument.

8.8 Severability; Enforcement. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without such provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party. The parties hereto agree that irreparable damage for which money damages would not be an adequate remedy would occur in the event that any of the provision of this Agreement were not performed in accordance with its specific terms or was otherwise breached. It is accordingly agreed that, in addition to any other remedies a party may have at law or equity, the parties shall be entitled to seek an injunction of injunctions to prevent such breached of this Agreement and to enforce specifically the terms hereof.

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

RANDY K. HOLLAND INVESTMENTS, LLC

By: 
Randy K. Holland

By: 
Randy K. Holland, Individually

By: _____
Thomas E. Ingstad

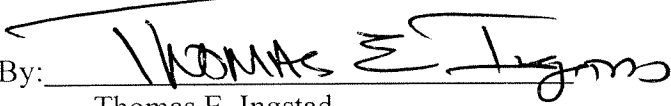
By: _____
Donald A. Nordin

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RANDY K. HOLLAND INVESTMENTS, LLC

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Thomas E. Ingstad

By: _____
Donald A. Nordin


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Randy K. Holland, Individually

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By:  _____
Donald A. Nordin