

**AGREEMENT FOR PURCHASE AND SALE OF EPHRATA RADIO LLC AND
RELATED REAL PROPERTY**

This Agreement for Purchase and Sale of Business (“Agreement”) is made as of May 1, 2023, at Ephrata, Washington, among the following parties:

Ephrata Holdings, Inc., a Washington Corporation (Seller), having its principal office at 135 Basin Street SW, Ephrata, Washington 98823; and

Fjord Holdings, a Washington Limited Liability Company (Buyer), having its principal office at 213 SE Stotsbery Road, Shelton, Washington 98584;

The Anecdotalist LLC, a Washington Limited Liability Company (Buyer), having its principal office 4402 9th Avenue NW, Olympia, Washington 98584 (collectively and individually “Buyer”);

WHEREAS, Seller is the sole owner of all the membership interests (“Interests”) in Ephrata Radio LLC, a Washington Limited Liability Company (“Radio”), and Buyer desires to purchase from Seller and Seller desires to sell to Buyer, all the outstanding Interests in Radio, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

A. Sale and Payment

Par. No. 1. Subject to the terms and conditions set forth in this Agreement, Seller will transfer and convey the Interests to Buyer, and Buyer will acquire the Interests from Seller on the closing date of May 1, 2023, for the full price of \$152,940.00 (One Hundred Fifty-Two Thousand Nine Hundred Forty Dollars). Such Interests shall include all assets and liabilities of Radio, the related real property listed in Exhibit A, and excluding the assets listed on Exhibit B and excluding liabilities listed in Exhibit C. Aforesaid Exhibits are attached hereto and incorporated herein.

Par. No. 2. On the closing date Buyer shall deliver to Seller a certified check or electronic funds transfer, dated as of the closing date, in the principal amount of \$30,588.00 (~~Twenty Five~~ Thirty Thousand Five Hundred Eighty-Eight Dollars) and a Promissory Note (“Note”) in the amount of \$122,352.00 (One Hundred Twenty-Two Thousand Three Hundred Fifty-Two Dollars) and in the form set forth in Exhibit D, attached hereto and made a part hereof. In addition, this Note shall be guaranteed by Jeff Slakey, Rachel Hansen, and John Hansen in the form of guaranty appearing in Exhibit E, attached hereto, and Buyer will cause the guarantors to execute the guaranty as of the closing date. An amortization schedule of payments on the Note is listed in Exhibit F.

Par. No. 3. Buyer is responsible for paying all applicable taxes, including federal sales tax, state sales tax, duties, and any other taxes or charges payable pursuant to the transfer of the Interests from the Seller to the Buyer.

Par. No. 4. The Parties agree to co-operate in the filing of elections under the *Internal Revenue Code* and under any other applicable taxation legislation, in order to give the required or desired effect to the allocation of the Purchase Price.

B. Closing

Par. No. 5. The closing of the purchase and sale of the business will take place on the first day of May, 2023, at the offices of the Seller or at such other time and place as the Parties mutually agree.

At closing, and upon the Buyer paying the balance of the Purchase Price and executing related documents, as set forth above, the Seller will:

- a. provide Buyer with duly executed forms and documents evidencing transfer of signing authority and control of the bank accounts of Radio;
- b. deliver to Buyer any documents necessary to establish Buyer on the books of Radio, as the holder of the Interests;
- c. deliver to Buyer a schedule of accounts receivable, if any, and a schedule of any goods and supplies of Radio.

C. Deposit and Failure to Close

Par. No. 6. If all conditions precedent set out in this Agreement were waived or satisfied but this transaction does not close due to the Seller's failure to satisfy its obligations, warrants or representations as set out in this Agreement, then the Deposit will be returned to Buyer.

Par. No. 7. If all conditions precedent set out in this Agreement were waived or satisfied but this transaction does not close due to Buyer's failure to satisfy its obligations, warrants, or representations as set out in this Agreement, then the Deposit will be retained by the Seller.

D. Seller's Representations and Warranties

Par. No. 8. Seller warrants that, except as set forth otherwise in this Agreement or in any related disclosure schedules:

- a. Radio is a limited liability company, duly organized, validly existing, and in good standing under the laws of Washington and has all necessary corporate powers to own its properties and operate its business as now owned and operated by it.

b. Seller is the absolute beneficial owner of the Interests, free and clear of any liens, charges, encumbrances, claims or rights of others, and is exclusively entitled to dispose of the Interests;

c. Since April 1, 2023, there has not been any material adverse change in the financial condition or operations of Radio, except changes in the ordinary course of business;

d. except as otherwise provided in this Agreement, there has been no act or omission by the Seller that would give rise to any valid claim relating to a brokerage commission, finder's fee or other similar payment;

e. Radio is a resident of the United States for the purposes of the *Internal Revenue Code*, and Radio has withheld all amounts required to be withheld under income tax legislation and has paid all amounts owing to the proper authorities;

f. Radio is not bound by any written or oral pension plan or collective bargaining agreement or obligated to make any contributions under any retirement income plan, deferred profit-sharing plan or similar plan;

g. Radio will dismiss any current employees in accordance with appropriate termination procedures and will not hire any new employees prior to the closing date;

h. There are no claims threatened or pending against Radio by any current or past employee relating to any matter arising from or relating to Radio's employment of the employee;

i. To the best of Seller's knowledge Radio is operating in accordance with applicable laws, rules, and regulations of the jurisdictions in which its business is carried on and Radio is duly licensed, registered, or qualified with the appropriate authorities and agencies;

j. To the best of Seller's knowledge Radio has not produced, manufactured, stored, transported or disposed of any Hazardous Materials of any kind, and no discharge, leakage or release of Hazardous Materials, whether accidental or otherwise, has occurred for which Buyer could ultimately become liable. There are no ongoing, pending, threatened or anticipated civil or criminal actions, enquiries or investigations with regard to the breach of any applicable environmental laws;

k. Any trademarks and trade names used in whole or in part in or required for the proper operation of the business of Radio are to the best of Seller's knowledge validly and beneficially owned by and for the sole and exclusive use of Radio;

l. To the best knowledge of Seller, the conduct of Radio's business does not infringe on the patents, trademarks, trade names or copyrights, whether domestic or foreign, of any other person, firm or corporation;

m. Radio owns or is licensed to use all necessary software, and it can continue to use any and all computerized records, files and programs after the closing date in the same manner as before the closing date;

n. To the best of Seller's knowledge Radio has filed all tax reports and returns required in the operation of its business and has paid all taxes owed to all taxing authorities, including foreign taxing authorities, except any amounts that are being properly contested, the details of this contest having been provided to Buyer;

o. This Agreement has been duly executed and delivered by Seller and constitutes a legal and binding obligation of the Seller, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws, or by equitable remedies granted by a court of competent jurisdiction;

p. The assets of Radio listed in Exhibit B shall not be included in the purchase and sale described in this Agreement.

q. Radio has no debt, liability, or obligation of any nature whether accrued, contingent, or otherwise that is not reflected on Radio's most recent balance sheet shown in Exhibit G. Any recent debts and obligations were incurred in the ordinary course of business and are usual and normal in amount both individually and in the aggregate. Any and all liabilities that will remain as the obligation of Seller after closing are listed in Exhibit C, which is attached hereto. Any liabilities of Radio not listed in Exhibit C shall remain liabilities of Radio and Buyer after closing.

r. To Seller's knowledge there has been no commencement, notice, or threat of commencement of any civil litigation or governmental proceeding against Radio or any investigation of its affairs.

t. Exhibit A to this Agreement is a complete list of all real property owned by or leased to Radio.

u. To Seller's knowledge there has been no other event or condition of any character that has or might reasonably have a material and adverse effect on the financial condition, business, assets, liabilities, or prospects of Radio.

Par. No. 9. The representations and warranties given in this Agreement are the only representations and warranties. No other representation or warranty, either expressed or implied, has been given by Seller to Buyer.

Par. No. 10. Seller warrants to Buyer that to the best of Seller's knowledge each of the representations and warranties made by it is accurate and not misleading at the Closing Date. The Seller acknowledges that Buyer is entering into this Agreement in reliance on each representation and warranty.

Par. No. 11. Seller's representations and warranties will be continuing and will survive the closing but will expire on the first anniversary date following the closing date, unless a specific claim in writing with respect to these matters has been made by Buyer, or an action at law or in equity has been commenced or filed, before that date. Nothing in this paragraph will affect the obligations of the parties with respect to covenants and agreements contained in this Agreement that are permitted to be performed, in whole or in part, after the closing date.

E. Buyer's Representations and Warranties

Par. No. 12. Buyer represents and warrants to the Seller the following:

- a. Buyer has full legal authority to enter into and exercise its obligations under this Agreement;
- b. Buyer, collectively and individually, has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement. The execution and delivery of this Agreement, and this transaction has been duly authorized by all necessary corporate action on the part of each Buyer;
- c. Buyer has funds available to pay the Purchase Price, as set forth in Paragraphs 1 through 3, above, and any expenses accumulated by Buyer in connection with this Agreement. Buyer has not incurred any obligation, commitment, restriction, or liability of any kind, absolute or contingent, present or future, which would adversely affect its ability to perform its obligations under this Agreement;
- d. Buyer has not committed any act or omission that would give rise to any valid claim relating to a brokerage commission, finder's fee, or other similar payment;
- e. Buyer is a resident of the United States for the purposes of the *Internal Revenue Code*;
- f. This Agreement has been duly executed by Buyer and constitutes a legal and binding obligation of Buyer, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy and insolvency, by other laws affecting the rights of creditors generally, and by equitable remedies granted by a court of competent jurisdiction; and
- g. Buyer has no knowledge that any representation or warranty given by the Seller in this Agreement is inaccurate or false.

Par. No. 13. The representations and warranties given in this Agreement are the only representations and warranties, and Buyer has given no other representation or warranty, either expressed or implied, to Seller.

Par. No. 14. Buyer warrants to Seller that each of the representations and warranties made by it is accurate and not misleading at the date of closing. Buyer acknowledges that Seller is entering into this Agreement in reliance on each representation and warranty.

Par. No. 15. Buyer's representations and warranties will survive the Closing Date of this Agreement.

Par. No. 16. Where Seller has a claim against the Buyer relating to one or more representations and warranties made by the Buyer, Buyer will have no liability to Seller unless Seller provides

notice in writing to Buyer containing full details of the claim on or before the third anniversary of the Closing Date.

F. Conditions Precedent to be Performed by Buyer

Par. No. 17. The obligation of the Seller to complete the sale under this Agreement is subject to the satisfaction of the following conditions precedent by the Buyer, on or before the Closing Date, each of which is acknowledged to be for the exclusive benefit of the Seller and may be waived by the Seller entirely or in part:

- a. all of the representations and warranties made by the Buyer in this Agreement will be true and accurate in all material respects on the closing date;
- b. Buyer will obtain or complete all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or entity or any governmental or public body, required of the Buyer in connection with the execution of this Agreement;
- c. Buyer will execute and deliver the Promissory Note and Personal Guaranty documents to Seller;
- d. Buyer will have completed due diligence to its satisfaction after full opportunity to inspect books and records and premises and review the affairs of Radio with consultation of representatives if so desired by Buyer; and
- e. No action, suit or proceeding before any court or any governmental authority, pertaining to the transaction contemplated by this Agreement or its consummation, will have been instituted or threatened on or before the closing date.

G. Conditions Precedent to be Performed by Seller

Par. No. 18. The obligation of the Buyer to complete the purchase of the Interests under this Agreement is subject to the satisfaction of the following conditions precedent by the Seller, on or before the closing date, each of which is acknowledged to be for the exclusive benefit of the Buyer and may be waived by the Buyer entirely or in part:

- a. all of the representations and warranties made by the Seller in this Agreement will be true and accurate in all material respects on the Closing Date;
- b. Seller will obtain and complete any and all forms, documents, consents, approvals, registrations, declarations, orders, and authorizations from any person or governmental or public body that are required of the Seller for the proper execution of this Agreement and transfer of the Interests to the Buyer;
- c. Seller will have executed all documentation necessary to transfer the Interests to Buyer;

d. Seller will provide Buyer with complete information concerning the operation Radio and its business, in order to put the Buyer in a position to carry on in the place of the Seller;

e. Seller will apply for and obtain all necessary consents and authorizations required under change of control clauses in any existing third-party contracts which Radio has entered into and which are intended to continue after the closing.

H. Disclosure

Par. No. 19. Upon the reasonable request of Buyer, the Seller will, from time to time, allow Buyer and its agents, advisors, accountants, employees, or other representatives to have reasonable access to the premises of Radio and to all of the books, records, documents, and accounts, during normal business hours, between the date of this Agreement and the Closing Date, in order for Buyer to confirm the representations and warranties given by the Seller in this Agreement.

I. Employees

Par. No. 20. All individuals who are officers or employees of Radio up to and including the Closing Date will remain the full responsibility of the Seller. Any individual hired by Radio after the Closing Date will become the responsibility of Buyer.

Par. No. 21. Seller prior to the Closing Date will obtain resignations of all Employees of Radio. Each such resignation will be effective on or before the Closing Date. The Seller will pay all Employee compensation incurred by Radio up to and including the Closing Date including all salaries, benefits, bonuses, and any other compensation owing to the Employees up to and including the Closing Date. The Seller will be responsible for any severance benefits, vacation days, sick days, personal days and other compensated time off accrued by all Employees up to and including the Closing Date.

Par. No. 22. Radio is not liable for any accrued taxes or penalties and is not liable or in arrears to any government pension, social security or unemployment insurance authority. Seller indemnifies Buyer for any future liabilities relating to employment and employment practices where the subject of the liability occurred prior to the Closing Date.

J. Transfer of Third-Party Contracts

Par. No. 23. This Agreement is not to be construed as an assignment of any third-party contract from the Seller to Buyer if the assignment would be a breach of that third-party contract.

Par. No. 24. Buyer will be solely responsible for acquiring new contracts with third parties where the existing contracts are not legally assignable from the Seller to the Buyer.

Par. No. 25. Notwithstanding any other provision in this Agreement to the contrary, the Seller will not be liable for any losses, costs or damages of any kind including loss of revenue or

decrease in value of Radio resulting from the failure of Buyer to acquire any third-party contracts.

K. Notices

Par. No. 26. Any notices or deliveries required in the performance of this Agreement will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the Parties at the addresses contained in this Agreement or as the Parties may later designate in writing.

L. Expenses/Costs

Par. No. 27. The Parties agree to pay all their own costs and expenses in connection with this Agreement.

M. Confidentiality

Par. No. 28. Seller and the Buyer will keep confidential all information (the "Confidential Information") pertaining to this Agreement including, but not limited to, the terms of this Agreement, the Purchase Price, the Parties to this Agreement, and the subject matter of this Agreement as well as any written or oral information obtained about the respective Parties that is not currently in the public domain. Confidential Information will not include the following:

- a. information generally known in the respective industries of the Buyer and the Seller;
- b. information that enters the public domain through no fault of the Buyer or the Seller;
- c. information that is independently created by the Buyer or the Seller respectively without direct or indirect use of information obtained during the course of negotiations for this Agreement; and
- d. information that is rightfully obtained by the Buyer or the Seller from a third party who has the right to transfer or disclose the information.

Par. No. 29. The Seller and the Buyer may disclose any Confidential Information relating to this Agreement to any of its employees, agents and advisors where there is a need to know in relation to this Agreement and where the personnel agree to be legally bound by the same confidentiality obligations.

Par. No. 30. The Parties each agree to indemnify the other against any harm suffered as a result of a breach of the confidentiality obligations contained in this Agreement on the part of their respective employees, agents and/or advisers.

Par. No. 31. The confidentiality obligations in this Agreement will continue to apply after the Closing Date of this Agreement for a period of ten years.

N. Severability

Par. No. 32. The Parties acknowledge that this Agreement is reasonable, valid, and enforceable; however, if any part of this Agreement is held by a court of competent jurisdiction to be invalid, it is the intent of the Parties that such provision be reduced in scope only to the extent deemed necessary to render the provision reasonable and enforceable, and the remainder of the provisions of this Agreement will in no way be affected or invalidated as a result.

Par. No. 33. Where any provision in this Agreement is found to be unenforceable, the Buyer and the Seller will make reasonable efforts to replace the invalid or unenforceable provision with a valid and enforceable substitute provision, the effect of which will be as close as possible to the intended effect of the original invalid or unenforceable provision.

P. Governing Law

Par. No. 34. This Agreement will be governed by and construed in accordance with the laws of the State of Washington, and the courts of the State of Washington will have jurisdiction to settle any dispute arising out of or in connection with this Agreement.

Q. General Provisions

Par. No. 35. This Agreement may only be amended or modified by a written instrument executed by all of the Parties.

Par. No. 36. A waiver by one Party of any right or benefit provided in this Agreement does not infer or permit a further waiver of that right or benefit, nor does it infer or permit a waiver of any other right or benefit provided in this Agreement.

Par. No. 37. This Agreement will not be assigned either in whole or in part by any Party without the written consent of the other Party.

Par. No. 38. This Agreement will pass to the benefit of and be binding upon the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

Par. No. 39. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

Par. No. 40. All of the rights, remedies and benefits provided in this Agreement will be cumulative and will not be exclusive of any other such rights, remedies and benefits allowed by law or equity.

Par. No. 41. Time is of the essence in this Agreement.

Par. No. 42. This Agreement may be executed in counterpart.

Par. No. 43. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.

IN WITNESS WHEREOF the Parties have executed this agreement and duly affixed their signatures.

Ephrata Holdings, Inc., Seller

DocuSigned by:
By: Eric Hale Date: 4/26/2023
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Name: Eric Hale

Title: Chairman

Fjord Holdings LLC, Buyer

DocuSigned by:
By: John Hansen Date: 4/26/2023
C69C05070029422...

Name: John Hansen

Title: Member

The Anecdotalist, LLC, Buyer

DocuSigned by:
By: Jeff Slakey Date: 4/26/2023
2990D1448BC74D2...

Name: Jeff Slakey

Title: Member

EXHIBIT A: INCLUDED REAL PROPERTY

Parcel#: 32017-41-00021
Location: Mason County, WA
District: 0132 - Tax District 0132
DOR Code: 91 - Undeveloped - Land
Description: TR 2-A OF GOVT LOT 1 SEE SURVEY 4/43
Total acres: 2.40000

Parcel#: 32017-41-00070
Location: 651 E Walnut St Shelton
District: 0132 - Tax District 0132
DOR Code: 47 - Transportation – Communication
Description: TR 7 OF GOVT LOT 1 SEE SURVEY 4/43
Total acres: 4.05000

Parcel#: 32017-42-00010
Location: Mason County, WA
District: 0127 - Tax District 0127
DOR Code: 91 - Undeveloped - Land
Description: TR 1 OF NW SE
Total acres: 1.47000

EXHIBIT B: EXCLUDED ASSETS

1. Eastern Washington client advertising and sales accounts
2. MacBook laptop issued to Shawn Goggins
3. iPhone 11 issued to Shawn Goggins
4. www.yoursourceone.com domain name
5. all right to Source ONE News and iFIBER ONE News
6. Canon HD Camera issued to Shawn Goggins.

EXHIBIT C: EXCLUDED LIABILITIES

1. Any applicable payroll to former employees through May 1, 2023, payable on May 5 and May 19, 2023.
2. Any applicable accrued vacation, bonuses, and commissions to former employees through May 1, 2023, payable on May 5 and May 19, 2023
3. Any applicable mobile phone subsidies for former employees through May 31, 2023.
4. Any federal and state payroll requirements through May 1, 2023, payable on May 5 and May 19, 2023.
5. Property taxes through April 30, 2023, for the real property listed in Exhibit A. Seller's portion will be $(\$440.66 + \$555.70 + \$610.42) \times (31+28+31+30)/365 = \528.26 . Seller has already remitted payment to Mason County in the amount of \$803.39, which is half of the total property tax of \$1,606.78 due for the calendar year 2023. Seller has offered to cover \$275.13 of the Buyer's portion of \$1,078.52.

EXHIBIT D: FULL RECOURSE PROMISSORY NOTE

\$122,352.00

May 1, 2023

Borrowers: Fjord Holdings LLC of 213 SE Stotsbery Rd, Shelton, WA 98584 and The Anecdotalist LLC of 4402 9th Ave NW, Olympia, WA 98502 (collectively and individually "Borrowers")

Lender: Ephrata Holdings Inc., a Washington corporation and owner of Ephrata Radio, LLC, of 135 Basin St SW, Ephrata, WA 98823 ("Lender")

For value received, Borrowers promise to pay to Lender, the principal sum of \$122,352.00 with interest on unpaid principal accruing at the rate of 6.5 percent per year.

Borrowers shall pay Lender the principal and interest in consecutive monthly installments in accordance with the attached amortization schedule, commencing on June 1st, 2023, and continuing on the first of each following month until May 1st, 2028, with the balance then owing under this Note being paid at that time.

This Note may be prepaid before the occurrence of either event set forth above, in whole or in part, without penalty, at the option of Borrowers if not in default and without the consent of Lender.

Borrowers shall make payment(s) in lawful money of the United States of America and in immediately available funds.

This Note shall be governed by the laws of the state of Washington excluding its conflict of law rules. The exclusive jurisdiction and venue of any legal action instituted by any party to this Note shall be in Mason County, Washington.

Borrowers waives presentment, protest and demand, notice of protest, notice of demand and dishonor, notice of nonpayment of this Note. Borrowers expressly agree that this Note or any payment under it may be extended by Lender from time to time without in any way affecting the liability of Borrowers.

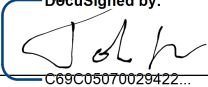
Notwithstanding anything to the contrary in this Note, if the Borrower defaults in the performance of any obligation under this Note, then the Lender may declare the principal amount owing and interest due under this Note at that time to be immediately due and payable and may proceed under the terms set forth in the Personal Guaranty attached hereto. The Borrower shall be liable for all costs, expenses and expenditures incurred including, without limitation, the complete legal costs of the Lender incurred by enforcing this Note as a result of any default by the Borrower and such costs will be added to the principal then outstanding and shall be due and payable by the Borrower to the Lender immediately upon demand of the Lender.

If any provision or any term, clause, or part of any provision of this Note is found to be invalid for any reason, the same shall be ineffective, but the remainder of this Note and of the provision shall not be affected and shall remain in full force and effect.

Any of the terms or conditions of this Note may be waived by Lender, but no such waiver shall affect or impair the rights of Lender to require observance, performance, or satisfaction, either of that term or condition as it applies on a subsequent occasion or of any other term or condition of this Note.

This Note is secured by the Personal Guaranty as attached to this Full Recourse Promissory Note in Exhibit E. Lender has full recourse against Borrowers with respect to the obligations evidenced by this Note and as set forth in the terms of the Personal Guaranty.

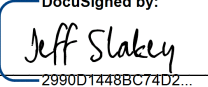
Fjord Holdings LLC, Borrower

DocuSigned by:
By:  Date: 4/26/2023
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Name: John Hansen

Title: Member


The Anecdotalist LLC, Borrower

DocuSigned by:
By:  Date: 4/26/2023
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Name: Jeff Slakey

Title: Member

Ephrata Holdings, Inc., Lender

DocuSigned by:
By:  Date: 4/26/2023
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Name: Eric Hale

Title: Chairman

NOTARY ACKNOWLEDGMENT - BORROWER

STATE OF WASHINGTON COUNTY OF _____

On this day personally appeared before me Fjord Holdings LLC and The Anecdotalist LLC, to me known (or satisfactorily proven) to be the individuals described in and who executed the within and foregoing instrument, Full Recourse Promissory Note, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____,
_____.

_____ Notary Public

Residing at: _____ My commission expires: _____

NOTARY ACKNOWLEDGMENT - LENDER

STATE OF WASHINGTON COUNTY OF _____

On this day personally appeared before me Ephrata Radio, LLC, to me known (or satisfactorily proven) to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he/she signed the same as his/her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this _____ day of _____,
_____.

_____ Notary Public

Residing at: _____ My commission expires: _____

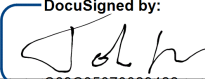
EXHIBIT E: PERSONAL GUARANTY

We, John and Rachel Hansen and Jeff Slakey, all residing in the State of Washington (“Guarantors”), do hereby personally guarantee due performance of the terms and conditions of the Promissory Note (“Note”), associated with and incorporated into the Agreement for Purchase and Sale of Business (Agreement) entered into by Ephrata Holdings, Inc. (“Seller”) and Fjord Holdings and The Anecdotalist LLC (individually and collectively “Buyer”) on May 1, 2023. Said Promissory Note is attached to the Agreement as Exhibit D.

If Buyer(s) fails to make payments to Seller or fails to perform according to the said Agreement between the Seller and Buyer and the Note, Guarantors do hereby guarantee to make full payment to Seller in the same way as if they were the original entities and signatories to the Agreement and Note.

Further, the Guarantors do hereby empower and authorize an attorney of any court of law in the State of Washington or elsewhere to appear and to enter judgment against any Guarantor, or all of them. The judgment will be made in favor of Seller for any outstanding amount under the Agreement and Promissory Note, plus the release of errors, expenses of litigation, and without delay of execution. Guarantors also waive and release all benefits and relief from all and any appraisal or exemption or stay laws of any state in which legal proceedings are brought to obtain the benefits and promises of this Guaranty.

IN WITNESS WHEREOF the Guarantors have entered into this personal guaranty and duly affixed their signatures.

By:  Date: 4/26/2023
John Hansen C69C05070029422...

By:  Date: 4/26/2023
Rachel Hansen C69C05070029422...


By:  Date: 4/26/2023
Jeff Slakey 2990D1448BC74D2...

EXHIBIT F: AMORTIZATION SCHEDULE

Amortization Schedule

Date	Period in months	Principal payment	Cumulative principal payment	Interest payment	Cumulative interest payment	Principal balance
Jun 1, 2023	1	-\$1,731.22	-\$1,731.22	-\$662.74	-\$662.74	\$120,620.78
Jul 1, 2023	2	-\$1,740.59	-\$3,471.81	-\$653.36	-\$1,316.10	\$118,880.19
Aug 1, 2023	3	-\$1,750.02	-\$5,221.84	-\$643.93	-\$1,960.04	\$117,130.16
Sep 1, 2023	4	-\$1,759.50	-\$6,981.34	-\$634.46	-\$2,594.49	\$115,370.66
Oct 1, 2023	5	-\$1,769.03	-\$8,750.37	-\$624.92	-\$3,219.42	\$113,601.63
Nov 1, 2023	6	-\$1,778.62	-\$10,528.99	-\$615.34	-\$3,834.76	\$111,823.01
Dec 1, 2023	7	-\$1,788.25	-\$12,317.24	-\$605.71	-\$4,440.47	\$110,034.76
Jan 1, 2024	8	-\$1,797.94	-\$14,115.17	-\$596.02	-\$5,036.49	\$108,236.83
Feb 1, 2024	9	-\$1,807.67	-\$15,922.85	-\$586.28	-\$5,622.77	\$106,429.15
Mar 1, 2024	10	-\$1,817.47	-\$17,740.31	-\$576.49	-\$6,199.26	\$104,611.69
Apr 1, 2024	11	-\$1,827.31	-\$19,567.62	-\$566.65	-\$6,765.91	\$102,784.38
May 1, 2024	12	-\$1,837.21	-\$21,404.83	-\$556.75	-\$7,322.66	\$100,947.17
Jun 1, 2024	13	-\$1,847.16	-\$23,251.99	-\$546.80	-\$7,869.45	\$99,100.01
Jul 1, 2024	14	-\$1,857.17	-\$25,109.16	-\$536.79	-\$8,406.25	\$97,242.84
Aug 1, 2024	15	-\$1,867.23	-\$26,976.38	-\$526.73	-\$8,932.98	\$95,375.62
Sep 1, 2024	16	-\$1,877.34	-\$28,853.72	-\$516.62	-\$9,449.60	\$93,498.28
Oct 1, 2024	17	-\$1,887.51	-\$30,741.23	-\$506.45	-\$9,956.05	\$91,610.77
Nov 1, 2024	18	-\$1,897.73	-\$32,638.96	-\$496.23	-\$10,452.27	\$89,713.04
Dec 1, 2024	19	-\$1,908.01	-\$34,546.97	-\$485.95	-\$10,938.22	\$87,805.03
Jan 1, 2025	20	-\$1,918.35	-\$36,465.32	-\$475.61	-\$11,413.83	\$85,886.68
Feb 1, 2025	21	-\$1,928.74	-\$38,394.06	-\$465.22	-\$11,879.05	\$83,957.94
Mar 1, 2025	22	-\$1,939.19	-\$40,333.24	-\$454.77	-\$12,333.82	\$82,018.76
Apr 1, 2025	23	-\$1,949.69	-\$42,282.93	-\$444.27	-\$12,778.09	\$80,069.07
May 1, 2025	24	-\$1,960.25	-\$44,243.18	-\$433.71	-\$13,211.79	\$78,108.82
Jun 1, 2025	25	-\$1,970.87	-\$46,214.05	-\$423.09	-\$13,634.88	\$76,137.95
Jul 1, 2025	26	-\$1,981.54	-\$48,195.59	-\$412.41	-\$14,047.30	\$74,156.41
Aug 1, 2025	27	-\$1,992.28	-\$50,187.87	-\$401.68	-\$14,448.98	\$72,164.13
Sep 1, 2025	28	-\$2,003.07	-\$52,190.94	-\$390.89	-\$14,839.87	\$70,161.06
Oct 1, 2025	29	-\$2,013.92	-\$54,204.86	-\$380.04	-\$15,219.91	\$68,147.14

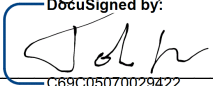
Date	Period in months	Principal payment	Cumulative principal payment	Interest payment	Cumulative interest payment	Principal balance
Nov 1, 2025	30	-\$2,024.83	-\$56,229.68	-\$369.13	-\$15,589.04	\$66,122.32
Dec 1, 2025	31	-\$2,035.79	-\$58,265.48	-\$358.16	-\$15,947.20	\$64,086.52
Jan 1, 2026	32	-\$2,046.82	-\$60,312.30	-\$347.14	-\$16,294.33	\$62,039.70
Feb 1, 2026	33	-\$2,057.91	-\$62,370.21	-\$336.05	-\$16,630.38	\$59,981.79
Mar 1, 2026	34	-\$2,069.06	-\$64,439.27	-\$324.90	-\$16,955.28	\$57,912.73
Apr 1, 2026	35	-\$2,080.26	-\$66,519.53	-\$313.69	-\$17,268.98	\$55,832.47
May 1, 2026	36	-\$2,091.53	-\$68,611.06	-\$302.43	-\$17,571.40	\$53,740.94
Jun 1, 2026	37	-\$2,102.86	-\$70,713.92	-\$291.10	-\$17,862.50	\$51,638.08
Jul 1, 2026	38	-\$2,114.25	-\$72,828.17	-\$279.71	-\$18,142.21	\$49,523.83
Aug 1, 2026	39	-\$2,125.70	-\$74,953.88	-\$268.25	-\$18,410.46	\$47,398.12
Sep 1, 2026	40	-\$2,137.22	-\$77,091.09	-\$256.74	-\$18,667.20	\$45,260.91
Oct 1, 2026	41	-\$2,148.79	-\$79,239.89	-\$245.16	-\$18,912.36	\$43,112.11
Nov 1, 2026	42	-\$2,160.43	-\$81,400.32	-\$233.52	-\$19,145.89	\$40,951.68
Dec 1, 2026	43	-\$2,172.14	-\$83,572.46	-\$221.82	-\$19,367.71	\$38,779.54
Jan 1, 2027	44	-\$2,183.90	-\$85,756.36	-\$210.06	-\$19,577.77	\$36,595.64
Feb 1, 2027	45	-\$2,195.73	-\$87,952.09	-\$198.23	-\$19,775.99	\$34,399.91
Mar 1, 2027	46	-\$2,207.62	-\$90,159.71	-\$186.33	-\$19,962.32	\$32,192.29
Apr 1, 2027	47	-\$2,219.58	-\$92,379.30	-\$174.37	-\$20,136.70	\$29,972.70
May 1, 2027	48	-\$2,231.61	-\$94,610.90	-\$162.35	-\$20,299.05	\$27,741.10
Jun 1, 2027	49	-\$2,243.69	-\$96,854.60	-\$150.26	-\$20,449.32	\$25,497.40
Jul 1, 2027	50	-\$2,255.85	-\$99,110.44	-\$138.11	-\$20,587.43	\$23,241.56
Aug 1, 2027	51	-\$2,268.07	-\$101,378.51	-\$125.89	-\$20,713.32	\$20,973.49
Sep 1, 2027	52	-\$2,280.35	-\$103,658.86	-\$113.61	-\$20,826.93	\$18,693.14
Oct 1, 2027	53	-\$2,292.70	-\$105,951.56	-\$101.25	-\$20,928.18	\$16,400.44
Nov 1, 2027	54	-\$2,305.12	-\$108,256.68	-\$88.84	-\$21,017.02	\$14,095.32
Dec 1, 2027	55	-\$2,317.61	-\$110,574.29	-\$76.35	-\$21,093.36	\$11,777.71
Jan 1, 2028	56	-\$2,330.16	-\$112,904.45	-\$63.80	-\$21,157.16	\$9,447.55
Feb 1, 2028	57	-\$2,342.78	-\$115,247.23	-\$51.17	-\$21,208.34	\$7,104.77
Mar 1, 2028	58	-\$2,355.47	-\$117,602.71	-\$38.48	-\$21,246.82	\$4,749.29
Apr 1, 2028	59	-\$2,368.23	-\$119,970.94	-\$25.73	-\$21,272.54	\$2,381.06
May 1, 2028	60	-\$2,381.06	-\$122,352.00	-\$12.90	-\$21,285.44	-\$0.00

EXHIBIT G: MOST RECENT BALANCE SHEET

Please see Excel file “iFiber One September P&L.xlsx” file provided to Buyers and incorporated into this Agreement by reference.

IN WITNESS WHEREOF Buyer acknowledges receipt of the file described above.

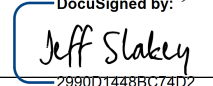
Fjord Holdings LLC, Borrower

By:  Date: 4/26/2023
DocuSigned by:
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Name: John Hansen

Title: Member

The Anecdotalist LLC, Borrower

By:  Date: 4/26/2023
DocuSigned by:
2990D1448BC74D2...

Name: Jeff Slakey

Title: Member