

## PURCHASE AGREEMENT

This Purchase Agreement ("Agreement") with an effective date of 7/29<sup>th</sup>, 2013 is by and between NATIVE AMERICAN TELECOM, LLC ("Company"), all members of the Company ("Members"), and CROW CREEK TELECOM, LLC, (hereinafter referred to as "Purchaser" or "Purchaser LLC"). Purchaser and Company may collectively be referred to as the "Parties."

**WHEREAS**, the Company is a limited liability company duly organized, legally existing and presently in good standing under the laws of the State of South Dakota and has members who own 100 percent of the membership interests of the Company, as outlined in Schedule "A," attached hereto and incorporated herein by reference (the "Members"); and

**WHEREAS**, the Company operates a telecom services business which provides various telecommunication services to individuals and business entities; and

**WHEREAS**, Purchaser is a limited liability company chartered under the laws of the Crow Creek Sioux Tribe (the "Tribe") a federally recognized Indian Tribe, having its principal office and tribal headquarters in Ft. Thompson, SD. Crow Creek Telecom, LLC, conducts business on Crow Creek Sioux tribal trust land, is majority owned by the Tribe and is operated pursuant to its duly filed Articles of Incorporation.

**WHEREAS**, the Board of Directors of the Purchaser LLC has, by resolution duly adopted, approved this Purchase Agreement and the transactions contemplated hereby;

**WHEREAS**, all holders of Membership Interests in Company have approved this Purchase Agreement and the transactions contemplated hereby;

**WHEREAS**, the Parties desire to enter into this Agreement pursuant to which Purchaser will purchase all membership interests of the Company.

**NOW, THEREFORE**, in consideration for the promises set forth in this Agreement, and the purposes of merging the Company with and into the Purchaser LLC and setting forth certain terms and conditions the Parties agree as follows:

- 1. PURCHASE AND SALE:** Subject to the terms and conditions set forth in this Agreement, Purchaser hereby agrees to purchase from Members, and Members hereby agree to sell, transfer and convey to the Purchaser, all of the membership interests of the Company (the "Membership Interests").
- 2. TOTAL CONSIDERATION PAID BY BUYER:** The total consideration to be paid by Purchaser shall be set forth and described in Schedule "B," attached hereto and incorporated herein by reference (the "Purchase Price").



000562

3. **CLOSING:** The Closing contemplated by this Agreement for the transfer of the membership interests and the payment of the Purchase Prices shall take place at the offices of Purchaser LLC.

3.1 Deliveries at Closing: At the Closing, the Parties shall, respectively, make the following simultaneous deliveries:

- (a) The Company shall deliver to the Purchaser: (i) a certificate or certificates representing the Membership Interests duly endorsed on behalf of Company.
- (b) The Purchaser shall deliver to the Company: (i) the Purchase by method as set forth in Schedule "B."

4. **REPRESENTATIONS AND WARRANTIES OF COMPANY:** Company hereby warrants and represents that:

- (a) **Legal Existence.** Company is duly organized and validly existing in good standing under the laws of the state of South Dakota and has all requisite power and authority to consummate the transaction contemplated by this Agreement. Company has issued a Resolution authorizing the execution of this Agreement and the representative executing this Agreement shall have full power and authority to bind Company to all acts and transactions contemplated hereby. To the Company's knowledge, the Company has full power and authority to own and operate its property and assets and to carry on its business as presently conducted.
- (b) **Valid Agreement.** This Agreement is a valid obligation of Company and Members, and is binding upon Company and Members in accordance with its terms.
- (c) **Restrictions on Membership Interests.** Neither the Company nor Members are parties to any agreements that create rights or obligations in the Membership Interests relating to any third party including voting or membership agreements. The Members are the lawful owners of the Membership Interests, free and clear of any encumbrances, security interests or liens of any kind and has full power and authority to sell and transfer the Membership Units as contemplated in this Agreement.

5. **CONDUCT OF BUSINESS BY COMPANY PRIOR TO CLOSING:** Except as may be approved by Purchaser in writing, prior to closing, the Company will carry on business operations in the normal and usual course and use its best efforts to preserve Company's business intact, to preserve for Purchaser the present relationships of Company with its customers, contractors and agents.

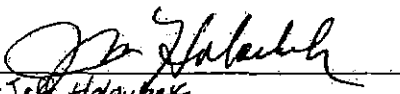
6. **ASSUMPTION OF LIABILITIES:** Purchaser agrees to assume any and all liabilities of the Company, whether arising or accruing prior to, on or after the effective date.

7. **FURTHER INSTRUMENTS.** The parties to this Agreement will upon reasonable request, execute, acknowledge and deliver any and all conveyances, assignments and all other instruments and documents as may be reasonably necessary in order to complete the transaction contemplated and to carry out the intent and purpose of this Agreement.
8. **OWNERSHIP/CONTROL OF RECORDS AFTER CLOSING:** Upon closing, the Company shall cause to be transferred to the attorney for Crow Creek Telecom, LLC all originals, copies and compilations of the books and records of the Company. Upon written request by a Member, Purchaser in its sole and absolute discretion may allow reasonable access the books and records of the Company to the extent such access may reasonably be required by a Member in connection with tax audit or other tax-related matters relating to the Company's business.
9. **CONFIDENTIALITY/PUBLICITY.** Neither the terms of this Agreement nor the fact that the Parties are discussing this transaction will be disclosed by a party to the public without the prior written consent of both parties.
10. **SEVERABILITY:** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
11. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the parties and the heirs, legal representatives, successors and permitted assigns of the Parties.
12. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both the Company and Purchaser.
13. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Crow Creek Sioux Tribe.
14. **LEGAL FEES AND TAXES:** Primary preparation of the Purchase Agreement will be a Purchaser responsibility and expense, but unless otherwise stated each party to this Purchase Agreement shall bear all of its own expenses, including without limitation, those of attorneys, accountants, auditors, financial advisors, and others, in connection with the transaction contemplated by this Purchase Agreement. Company shall be responsible for any and all transfer taxes arising from the purchase.

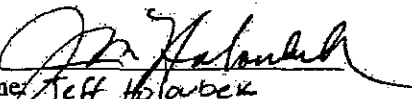
15. **WAIVER:** The failure of either party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed the day and year first above written.

**PURCHASER:**  
**CROW CREEK TELECOM, LLC:**

By:   
Name: *Jeff Holmbeck*  
Title: *Authorized Agent*

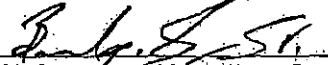
**COMPANY:**  
**NATIVE AMERICAN TELECOM, LLC:**

By:   
Name: *Jeff Holmbeck*  
Title: *Authorized Agent / President*

## Schedule "A"

<u>Members</u>	<u>Membership Interest</u>
Crow Creek Sioux Tribe	51%
Native American Telecom, LLC	25%
WideVoice Communications, Inc.	24%

By signing this Schedule, we agree to sell, transfer and convey all right, title and interest in my Membership Interest to Purchasers.

  
Chairman, President, Crow Creek Holding, LLC, an entity wholly owned by the Crow Creek Sioux Tribe

  
President, Native American Telecom Enterprise, LLC

  
President, WideVoice Communication, Inc.

## **Schedule "B"**

### **Purchase Price**

Purchaser agrees to pay Seller \$1.00 and agrees to assume the liabilities of the Company in accordance with the terms of this Agreement.