

## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this “**Agreement**”) is made as of February 19, 2021 by and among Cocola Broadcasting Companies, LLC (“**Seller**”) and Sawtooth Mountains Broadcast & Wireless Corp. (“**Buyer**”) (collectively, the “**Parties**”).

### Recitals

A. Seller is the licensee of low power digital broadcast television station KCBB-LD, channel 34, licensed to Boise, Idaho (FIN 31388) (the “**Station**”) in the Boise, Idaho designated market area as defined by Nielsen Media Research (the “**DMA**”), pursuant to certain authorizations issued by the Federal Communications Commission (the “**FCC**”).

B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station License and Assets (defined below) at the price stated herein.

C. The terms and conditions of any other agreements that may exist between the parties regarding Station will remain in full force and effect until the close of this transaction or the termination hereof, through the term, except as may be explicitly modified by this Agreement.

### Agreement

**NOW, THEREFORE**, taking the foregoing into account, and in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

#### ARTICLE 1: PURCHASE OF LICENSE AND ASSETS

1.1 Station License and Assets. On the terms and subject to the conditions hereof, at Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in and to all assets and properties of Seller, real and personal, tangible and intangible, that are primarily used or held for use in the operation of the Station (other than the Excluded Assets, defined below) (the “**Station Assets**”), including without limitation the following assets and properties of Seller, as applicable:

(a) all transferable FCC licenses, permits and other authorizations with respect to the Station (the “**FCC Licenses**”), including those described on *Schedule 1.1(a)*, including any renewals or modifications thereof between the date hereof and Closing;

(b) all tangible personal property used or held for use in the operation of the Station, including without limitation those listed on *Schedule 1.1(b)*, if any, except for any retirements or dispositions thereof made between the date hereof and Closing in the ordinary course of business (the “**Tangible Personal Property**”);

(c) all contracts, agreements and leases, written or oral, including, but not limited to, those identified on *Schedule 1.1(c)*, if any, which shall include all contracts, agreements and leases entered into between the date hereof and Closing that Buyer elects to assume (collectively, the “**Station Contracts**”). The Station Contracts shall not include: (x) network

affiliation agreements; and (y) any contracts or agreements with any employee or independent contractor of Seller or the Station; and

(d) all files, documents and records exclusively relating to the Station Assets or required by the FCC to be kept by the Station, but excluding records included in or related to Excluded Assets (defined below).

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances, except for Assumed Obligations (defined in Section 1.3), liens for taxes not yet due and payable, liens that will be released at or prior to Closing and liens listed on any schedule hereto.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include the following assets or any rights, title and interest therein (the “**Excluded Assets**”):

- (a) all Station Contracts that are terminated or expire prior to Closing;
- (b) all contracts of insurance, all coverages and proceeds thereunder and all rights in connection therewith, including without limitation rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;
- (c) all rights and claims, whether mature, contingent or otherwise, against third parties with respect to the Station and the Station Assets;
- (d) all rights and claims, whether mature, contingent or otherwise, primarily related to an asset not being transferred by or pursuant to this agreement.
- (e) all owned or leasehold interests in real property.

1.3 Assumption of Obligations. On the Closing Date (defined below), Buyer shall assume the obligations of Seller (i) arising during, or attributable to, any period of time on or after the Closing Date under the Station Contracts, if any, and (ii) any other liabilities of Seller to which Buyer receives a credit under Section 1.6 hereto, if any. Buyer does not assume any other liabilities or obligations of Seller.

1.4 Purchase Price. The Purchase Price for the license and assets of Station is Two Hundred Forty Three Thousand One Hundred and Seventy One Dollars (\$243,171), payable to Seller by wire transfer of immediately available funds as follows: (a) to coincide with the execution of this Agreement, Buyer shall make an earnest payment in the amount of Twenty Five Thousand Dollars (\$25,000) (the “Earnest Payment”) to the attorney-client trust account of Buyer that will be released to Seller at Closing, and (b) at Closing, Buyer shall pay Seller the balance sum of Two Hundred Eighteen Thousand One Hundred and Seventy One Dollars (\$218,171), subject to any adjustments pursuant to Section 1.6 (the “Purchase Price”). Upon closing the Buyer shall promptly notify Buyer’s attorney to release the Earnest Payment to the Seller and Seller will provide Buyer or Buyer’s attorney with wire instructions of Seller’s account that is to receive the funds.

1.5 Earnest Payment. The Earnest Payment is refundable to Buyer if the Agreement is terminated by mutual consent under Article 9.1(a) hereof; or if the FCC denies its consent under 9.1(d); or if Seller breaches its obligations herein under 9.1(b). If the Agreement is terminated because Buyer breaches its obligations under 9.1(c), the Earnest Payment shall be remitted to Seller in complete satisfaction and release of Buyer's obligations under the Agreement. Upon termination the Seller and Buyer shall each promptly notify Buyer's attorney to release the Earnest Payment to either the Buyer or the Seller in accordance with the terms of this section and, if funds are to be remitted to the Seller, Seller will provide Buyer or Buyer's attorney with wire instructions of Seller's account that is to receive the funds. In the event of any discrepancy between Parties as to release or remission of the Earnest Payment under this Section 1.5 and Article 9 hereto, Buyer's attorney will retain the funds until the Parties resolve the disagreement and provide non-conflicting instructions or, if not resolved in a reasonable period of time, may interplead the funds with a court with jurisdiction to handle the matter.

1.6 Prorations and Adjustments. All prepaid and deferred income and expenses relating to the Station Assets and arising from the operation of the Station shall be prorated between Buyer and Seller as of 12:01 a.m. on the day of Closing. Such prorations shall include without limitation all real estate and other property taxes, music and other license fees, FCC regulatory fees, utility expenses, rent and other amounts under Station Contracts and similar prepaid and deferred items. To the extent possible, initial prorations and adjustments shall be made on the Closing Date, with final prorations and adjustments made no later than ninety (90) calendar days after Closing.

1.7 Closing. The consummation of the sale and purchase of the Station's License and Assets provided for in this Agreement (the "Closing") shall take place on or before the tenth (10<sup>th</sup>) business day after the date that the FCC Consent (hereinafter defined) has been granted or on such other day after the FCC Consent has been obtained as Buyer and Seller may mutually agree, subject to the satisfaction or the waiver of conditions in Article 5 and 6 below. If Seller is unable to deliver the Required Consents on or before the tenth (10<sup>th</sup>) business day after the date of FCC Consent, Buyer and Seller mutually agree to extend the Closing for a period of up to sixty (60) days to allow Buyer time to deliver the Required Consents identified in *Schedule 1.1(c)*. The date on which the Closing is to occur is referred to herein as the "Closing Date."

1.8 FCC Consent. Within five (5) business days after the execution of this Agreement, Seller shall file an assignment application with the FCC (the "Assignment Application") requesting FCC consent to the assignment of the FCC Licenses to Buyer. Buyer and Seller shall diligently prosecute the Assignment Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible. In the event any objections or challenges to the Assignment Application or any requests for reconsideration or review of the FCC Consent are filed at the FCC, the parties shall cooperate with respect to any responses thereto. Neither Buyer nor Seller shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the issuance of the FCC Consent.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller hereby makes the following representations and warranties to Buyer:

2.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and is qualified to do business in the jurisdiction where the Station is located. Seller has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be made by Seller pursuant hereto and to consummate the transactions contemplated hereby.

2.2 Authorization. The execution, delivery and performance of this Agreement by Seller has been duly authorized and approved by all necessary action of Seller, its board of directors, and if and as required by any lenders or other persons or entity whose approval is or may be required, and do not require any further authorization or consent of Seller. This Agreement when made by Seller, will be, a legal, valid and binding agreement of Seller enforceable in accordance with its terms.

2.3 No Conflicts. Except for the FCC Consent, delivery and performance by Seller of this Agreement and the consummation by Seller of any of the transactions contemplated hereby does not conflict with any other material contract or agreement to which Seller is a party or by which it is bound, or any law, judgment, order, or decree to which Seller is subject, or require the consent or approval of, or a filing by Seller with, any governmental or regulatory authority or any third party.

2.4 FCC License. Seller is the holder of the FCC License's described on *Schedule 1.1(a)* which is all of the governmental licenses, permits and authorizations required for the operation of the Station. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired. Station was displaced in the FCC broadcast incentive auction but there is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Station or Seller that could result in any such action. All material reports and filings required to be filed with the FCC by Seller with respect to the Station have been timely filed and all such reports and filings are accurate and complete.

2.5 Qualification. To Seller's knowledge: there are no facts that would, under the Communications Act of 1934, as amended, and the rules, regulations and published policies promulgated thereunder by the FCC (collectively, the "Communications Laws"), disqualify Seller as an assignor of the FCC Licenses or that would reasonably be expected to delay the FCC's processing of the FCC Application; and no waiver of or exemption from any existing FCC rule or policy on the part of Seller is necessary for the FCC Consent to be obtained.

2.6 Tangible Personal Property. *Schedule 1.1(b)* contains a list of material items of Tangible Personal Property included in the Station Assets. The Tangible Personal Property constitutes all of the assets, except the Excluded Assets, necessary to conduct the operations of the Station. Seller has good title to or a valid leasehold or license interest in such Tangible Personal Property free and clear of Liens. All material items of Tangible Personal Property are being sold to Buyer "As-Is".

2.7 Contracts. *Schedule 1.1(c)* contains a list of all contracts that are included in the Station Contracts. The Station Contracts requiring the consent of a third party to assignment are

identified on *Schedule 1.1(c)* with an asterisk (“\*”). Each of the Station Contracts is in effect and is binding upon Seller.

2.8 Real Property. Seller has no interest in any real property used in the business or operation of the Station.

2.9 Litigation. There is no action, suit or proceeding pending or threatened against Seller in respect of the Station that will subject Buyer to liability or which will affect Seller’s ability to perform its obligations under this Agreement.

2.10 No Brokers. Other than Sterling BCG LLC, the fees of which shall be paid exclusively by Seller, there is no broker or finder or other person entitled to a commission or brokerage fee or payment in connection with this Agreement as a result of any agreement of, or action taken by, Buyer.

2.11 No Other Representations or Warranties. Seller agrees that neither Buyer nor any of its representatives has made and shall not be deemed to have made, nor has Seller or any of its representatives relied on, any representation, warranty, covenant or agreement, express or implied, or any statement or information, with respect to Buyer, other than those representations, warranties, covenants and agreements explicitly set forth in Article 3. Station equipment (if applicable) is being sold to Buyer “As-Is”.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer hereby makes the following representations and warranties to Seller:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in the jurisdiction where the Station is located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto to consummate the transactions contemplated hereby.

3.2 Authorization. The execution, delivery and performance of this Agreement by Buyer has been duly authorized and approved by all necessary action of Buyer, its board of directors, and if and as required by any lenders or other persons or entity whose approval is or may be required, and do not require any further authorization or consent of Buyer.

3.3 No Conflicts. Except for the FCC Consent, the execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of any of the transactions contemplated hereby does not conflict with any organizational documents of Buyer, any contract or agreement to which Buyer is a party or is by which it is bound, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party.

3.4 Litigation. There is no action, suit or proceeding pending or threatened against Buyer which questions the legality or propriety of the transactions contemplated by this Agreement or could materially adversely affect the ability of Buyer to perform its obligations hereunder.

3.5 Qualification. To Buyer's knowledge: (a) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Station under the Communications Laws; (b) there are no facts that would, under the Communications Act of 1934, as amended, and the rules, regulations and published policies promulgated thereunder by the FCC (collectively, the "Communications Laws"), disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Station or that that would reasonably be expected to delay the FCC's processing of the FCC Application because of Buyer's qualifications; and (c) no waiver of or exemption from any existing FCC rule or policy on the part of Buyer is necessary for the FCC Consent to be obtained.

3.6 No Other Representations or Warranties. Buyer agrees that neither Seller nor any of its representatives has made and shall not be deemed to have made, nor has Buyer or any of its representatives relied on, any representation, warranty, covenant or agreement, express or implied, or any statement or information, with respect to Seller, its business, the Station, or the Station Assets, other than those representations, warranties, covenants and agreements explicitly set forth in Article 2. Station equipment (if applicable) is being sold to Buyer "As-Is".

#### ARTICLE 4: JOINT COVENANTS

Buyer and Seller hereby covenant and agree as follows:

4.1 Confidentiality. Subject to the requirements of applicable law, all non-public information regarding the parties and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including without limitation all financial information provided by Seller to Buyer) shall be kept confidential, shall not be used except in connection with this transaction, and shall not be disclosed to any other person or entity, except the parties' representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement.

4.2 Announcements. No party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law, in which case such party shall give advance notice to the other, and except as necessary to enforce rights under or in connection with this Agreement. Notwithstanding the foregoing, the parties acknowledge that this Agreement and the terms hereof will be filed with the Assignment Application and thereby become public.

4.3 Control. Nothing in this Agreement shall give Buyer any right, directly or indirectly, to control, supervise or direct the operation of the Station prior to the FCC Consents and Closing.

4.4 Consents. Seller shall use commercially reasonable efforts to provide Buyer with (and Buyer shall use commercially reasonable efforts to assist Seller to obtain) all third party consents necessary for the assignment of any Station Contract, but no such consent shall be a condition of Closing except for the Required Consents. Receipt of consents designated with a plus sign ("+") on *Schedule 1.1(c), if any,* shall be a condition precedent to Buyer's obligation to close under this Agreement (the "Required Consents").

4.5 Cooperation. Seller and Buyer shall have a continuing obligation to promptly notify the other party in writing with respect to any matter hereafter arising or discovered which, if existing or known at the date of this Agreement, would have been required to be disclosed to the other party, but no such disclosure shall cure any breach of any representation or warranty which is inaccurate. Further, Seller and Buyer shall give prompt notice to the other party at any occurrence that comes to its attention that may constitute a misrepresentation, breach of warranty, or nonfulfillment of any covenant or condition on the part of Seller or Buyer contained in this Agreement. Seller and Buyer both agree to use their best efforts prior to Closing to obtain all consents necessary for the consummation of the transaction contemplated hereby, including consent and approval from the FCC.

#### ARTICLE 5: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

5.1 Representations and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date. The covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

5.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

5.3 FCC Authorization. The FCC Consent pursuant to the FCC's initial order shall have been obtained.

5.4 Deliveries. Buyer shall have complied with its obligations as set forth in Section 7.

#### ARTICLE 6: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

6.1 Representations and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement. The covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

6.3 FCC Authorization. The FCC Consent pursuant to the FCC's initial order shall have been obtained.

6.4 Deliveries. Seller shall have complied with its obligations as set forth in Section 7.

6.5 Consents. All of the Required Consents shall have been obtained by Seller.

6.6 No Liens. Seller shall have had the Liens on any Station Assets released and discharged (including release and discharge simultaneous with the Closing pursuant to customary payoff documents and procedures), and Buyer shall have received customary evidence that such Liens have been or concurrent with Closing are being released and discharged of record, including any UCC filings.

#### ARTICLE 7: CLOSING DELIVERIES

7.1 Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

(i) an assignment of FCC authorizations assigning the FCC Licenses from Seller to Buyer;

(ii) copies of the Required Consents; and

(iii) any other instruments of conveyance, assignment and transfer that may be reasonably necessary to convey, transfer and assign the Station's License from Seller to Buyer, free and clear of Liens.

7.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

(i) the Purchase Price and Earnest Payment in accordance with Section 1.4;

(ii) such other documents and instruments of assumption that may be necessary to assume the Assumed Obligations.

#### ARTICLE 8: SURVIVAL; INDEMNIFICATION

8.1 Survival. The representations and warranties in this Agreement shall survive for a period of nine (9) months from the Closing Date. The covenants and agreements in this Agreement that are to be performed after the Closing shall survive until performed and any other covenants and agreements shall survive for a period of twelve (12) months from the Closing Date.

8.2 Indemnification.

(a) From and after Closing, Seller shall defend, indemnify and hold harmless Buyer from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses incurred by Buyer arising out of or resulting from any breach by Seller of its representations and warranties made under this Agreement.

(b) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from any breach by Buyer of its representations and warranties made under this Agreement.

#### ARTICLE 9: TERMINATION AND REMEDIES

9.1 Termination. This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written consent of Buyer and Seller;
- (b) by written notice of Buyer to Seller if Seller materially breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement, subject to Section 1.7 regarding the delivery of the Required Consents by Seller;
- (c) by written notice of Seller to Buyer if Buyer materially breaches its representations or warranties or defaults in the performance of its covenants contained in this Agreement;
- (d) by Seller or Buyer if the FCC by a “final” order denies the consent.

9.2 Effect of Termination. If this Agreement is terminated by either party, through no fault of a party, such as FCC denial, then no party to this Agreement shall have any liability to any other party to this Agreement; this Agreement in its entirety shall be deemed null, void and of no further force and effect, and the terms and conditions of any other agreements as may exist between the parties will remain in full force and effect regardless of reason for termination. If the Agreement is terminated by Seller for a breach by the Buyer, the Earnest Payment shall be remitted to Seller as liquidated damages in accordance with Section 1.5.

#### ARTICLE 10: MISCELLANEOUS

10.1 Assignment. Neither party may assign all or part of this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer may assign its rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Seller, provided that any such assignment does not delay processing of the FCC Application, grant of the FCC Consent or Closing. The terms of this Agreement shall bind and inure to the benefit of the parties’ respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

10.2 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed e-mail transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

**if to Seller:** Gary M. Cocola  
Cocola Broadcasting Companies, LLC  
706 West Herndon Avenue  
Fresno, CA 93650  
E-mail: [garyc@cocolatv.com](mailto:garyc@cocolatv.com)

Phone: (559) 269-0425

with a copy (which shall not constitute notice) to:

Michael Couzens  
Attorney at Law  
6536 Telegraph Avenue, Suite B201  
Oakland, CA 94609  
E-mail: [cuz@well.com](mailto:cuz@well.com)  
Phone: (510) 658-7654

**if to Buyer:** Larry Weissman  
Sawtooth Mountains Broadcast & Wireless Corp.  
PO Box 5860  
Ketchum, ID 83340  
E-mail: [lweissman@edgenetworks.tv](mailto:lweissman@edgenetworks.tv)  
Phone: (917) 922-8249

with a copy (which shall not constitute notice) to:

Todd Achilles  
Sawtooth Mountains Broadcast & Wireless Corp.  
PO Box 5860  
Ketchum, ID 83340  
E-mail: [tachilles@edgenetworks.tv](mailto:tachilles@edgenetworks.tv)  
Phone: (208) 283-7508

and also with a copy (which shall not constitute notice) to:

Brooks E. Harlow  
Technology & Communications Law, PLLC  
8220 Crestwood Heights Dr., Suite 1705  
Tysons, Virginia 22102  
Email: [BHarlow@TechComm.law](mailto:BHarlow@TechComm.law)  
Phone: +1 206-650-8206

10.3 Amendments. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought.

10.4 Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

10.5 Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

10.6 No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

10.7 Governing Law; Attorney Fees. The construction and performance of this Agreement shall be governed by the laws of the State of Idaho (Ada County) without giving effect to the choice of law provisions thereof. Should it become necessary for a Party hereto to bring a lawsuit to interpret or enforce this Agreement, the prevailing Party in court shall be entitled to receive, in addition to any other relief, its court costs and reasonable attorneys' fees.

10.8 No Strict Construction. The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other agreements, documents and instruments contemplated herein, all provisions shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions.

10.9 Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Buyer:

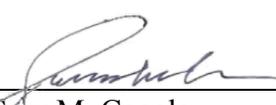
SAWTOOTH MOUNTAINS  
BROADCAST & WIRELESS CORP.

By:   
Todd Achilles  
President & CEO

Date: Feb 19, 2021

Seller:

COCOLA BROADCASTING  
COMPANIES, LLC

By:   
Gary M. Cocola  
Managing Member

Date: February 22, 2021

**FCC Licenses**  
**Schedule 1.1(a)**

Station: KCBB-LD  
FIN: 31388  
FCC Link: [KCBB-LD FCC](#)

**Tangible Personal Property**  
**Schedule 1.1(b)**

*Not Applicable – no personal property is being purchased or transferred.*

**Station Contracts**  
**Schedule 1.1(c)**

*Not Applicable – no contracts are being assigned or transferred.*