

Asset Purchase Agreement for K19IX-D

March 29, 2021

Mr. Kelly Cornum
President
San Luis Valley Television, Inc.
PO Box 214
La Jara, CO 81140

Re: Purchase of Assets Associated with TV Translator
K19IX-D, Romeo, CO (FCC Facility ID No. 58905)

Dear Mr. Cornum:

The purpose of this letter (this "Agreement") is to set forth the terms of our agreement by which San Luis Valley Television, Inc. ("SLVT") will sell and assign to Ramar Communications, Inc. ("RCI"), and RCI will acquire and assume, the FCC license of TV translator K19IX-D, Romeo, CO (FCC Facility ID No. 58905) (the "Translator").

The items to be sold and assigned to RCI are: (1) the FCC licenses, authorizations, and permits for the Translator (the "FCC authorizations"); (2) the Translator call sign; (3) the translator equipment including a Larcen 8 vsb transcoder, Larcen MX-100U translator and power supply, stringent mask filter, power divider, Scala parafiletor pointing Taos, Scala para panel pointing to Romeo, CO, transmit and receive coax, Microwave filter company input filter; and (4) records relating to the Translator (the foregoing items (1) through (4), collectively, the "Purchased Assets"). The tower from which the Translator broadcasts shall not be conveyed to RCI, but SLVT agrees to license the tower to RCI as described herein. RCI will not assume any liabilities or obligations of SLVT.

RCI agrees to pay SLVT the sum of Ten Dollars (\$10.00) at closing in full consideration for the sale and assignment of the Purchased Assets. It is understood and agreed the RCI will be responsible for payment of all expenses associated with the transaction and all FCC filing and other fees or taxes. Each party will be responsible for payment of its own attorneys' fees incurred in connection with this transaction. The parties will cooperate in seeking FCC approval for the assignment of FCC Authorizations to RCI. The parties agree to file an application with the FCC for consent to the assignment within ten (10) business days of execution of this Agreement.

SLVT represents and warrants to RCI as follows: (1) SLVT is the holder of the FCC Authorizations, and otherwise has good title to the Purchased Assets; (2) the FCC Authorizations are in full force and effect and have not been revoked, suspended, cancelled, rescinded or terminated and have not expired; (3) the Translator is operated in compliance with all governmental authority including the Communications Act of 1934, as amended, and all applicable FCC rules and written policies; and (4) there is not now pending or threatened, any action by or before the FCC or any other body to revoke, cancel, rescind, modify or refuse to renew the FCC Authorizations or other permits, and SLVT has not received any notice of any pending, issued or outstanding order by or before the apparent liability, notice of forfeiture or material complaint against the Translator or SLVT.

Each party represents that it has the authority to enter into and carry out this Agreement, that this Agreement is binding and enforceable against each such party, and that entry into and performance

of this Agreement will not result in a breach of or default under any agreement, covenant, instrument, license, permit or governmental order by which such party is bound.

Upon receipt of FCC approval, the parties shall execute and deliver to the other a customary assignment and assumption of the FCC Authorizations, a bill of sale and the License Agreement for use of the Translator's tower site, the form of which is attached hereto as Exhibit 1, at a mutually convenient time within ten (10) business days after the FCC order granting the assignment has become a final order no longer subject to appeal, reconsideration or review. The parties understand and agree that delivery of a fully executed License Agreement shall be a condition to RCI's obligations to close the transaction.

Each party (the "Indemnifying Party") shall indemnify and hold harmless the other (the "Indemnified Party") for any breach by the Indemnifying Party of its representations, warranties, and covenants made in this agreement.

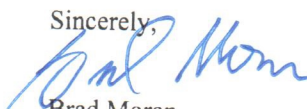
This Agreement may be terminated by either party if the FCC fails to consent to the assignment by November 30, 2022.

Each party shall execute all such instruments and take all actions as any other party may reasonably request, without payment of further consideration, to effectuate the transactions contemplated by this Agreement, including without limitation the execution and delivery of confirmatory and other transfer documents in addition to those to be delivered at the closing.

This Agreement constitutes the entire agreement of the parties and may not be amended unless such amendment is in writing and signed by both parties. This Agreement may be executed in separate counterparts, each of which shall be deemed to be an original and all of which together constitute one and the same agreement. Delivery of a signed counterpart of this Agreement by electronic or facsimile transmission shall be treated as an original.

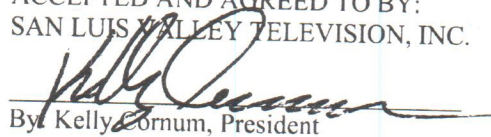
If this Agreement is acceptable to SLVT, kindly so indicate by countersigning this letter and dating it in the space provided below.

Sincerely,



Brad Moran
President
Ramar Communications

ACCEPTED AND AGREED TO BY:
SAN LUIS VALLEY TELEVISION, INC.


By: Kelly Cornum, President