

Cessna Communications, Inc.  
Transfer of Control (pro forma)  
December 2023

### **Statement of the Transaction**

Brothers John H. and Jay B. Cessna each hold a 41% interest in the licensee. John H. Cessna proposes to sell his shares to the corporation. As a result, Jay B. Cessna will acquire an 82% interest in the licensee. This application seeks Commission consent to the acquisition of positive control of the licensee by Jay B. Cessna. Attached is a copy of the Stock Purchase Agreement between John H. Cessna and Cessna Communications, Inc., and a copy of the promissory note that Cessna Communications, Inc., will give John H. Cessna at closing, subsequent to Commission consent.

## **STOCK PURCHASE AGREEMENT**

**PURCHASE AGREEMENT** (the "Agreement") dated as of December 18, 2023, between **Cessna Communications, Inc.** (the "Purchaser"), and **John H. Cessna** (the "Seller").

### **RECITALS**

**Whereas**, Seller is the owner of 21,739 shares of outstanding capital stock of Cessna Communications, Inc., a Pennsylvania corporation ("Corporation");

**Whereas**, the Seller desires to sell and the Purchaser desires to purchase all of the said capital stock from Seller;

**Now, Therefore**, in consideration of the covenants, agreements, representations, and warranties contained in this Agreement, the parties hereto hereby agree as follows:

### **ARTICLE I - PURCHASE AND SALE OF ASSETS; PURCHASE PRICE; CLOSING**

1.01. **Purchase and Sale of Assets.** Subject to the terms and conditions of this Agreement, on the Closing Date (as defined herein), the Seller shall sell, transfer, convey, assign, and deliver to the Purchaser, and the Purchaser shall purchase, acquire, and accept from the Seller, all of the issued and outstanding capital stock (21,739 shares) owned by Seller in the Corporation (the "Transferred Assets").

#### 1.02. **Purchase Price.**

(a) **Purchase Price.** The aggregate consideration for the Transferred Assets shall be the sum of \$10.35/share, being the total sum of **Two Hundred Twenty Four Thousand Nine Hundred Ninety Eight and 65/100 (\$224,998.65)** (the "Purchase Price").

(b) **Payment.** At the Closing, the Purchaser shall execute and deliver to the Seller a Promissory note (the "Note") in the principal amount of **Two Hundred Twenty Four Thousand Nine Hundred Ninety Eight and 65/100 (\$224,998.65) Dollars** payable with interest at the rate of five (5%) percent per annum in 72 monthly payments

\$3,623.75 each, the first payment to be due one (1) month from the date of closing.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE SELLER**

The Seller represents and warrants to the Purchaser as set forth below:

2.01. **Authorization, etc.** The Seller has full power and authority to enter into this Agreement, to perform his obligations hereunder and thereunder, to transfer the Transferred Assets, and to carry out the transactions contemplated hereby and thereby. This Agreement has been duly executed and delivered by the Seller, and this Agreement is the legal, valid, and binding obligation of the Seller enforceable according to their terms.

2.02. **Absence of Liens and Encumbrances.** The Seller has good and marketable title to the Transferred Assets, free and clear of all liens.

2.03. **Consents and Approvals of Governmental Authorities.** No consent, approval, or authorization of, or declaration, filing, or registration with, any governmental or regulatory authority is required to be made or obtained in connection with the execution, delivery, and performance of this Agreement except approval by the FCC.

2.04. **Disclosure.** No representation or warranty by the Seller in this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements herein or therein not misleading. There is no fact known to the Seller that materially adversely affects, or that might in the future materially adversely affect, the operations, business, assets, properties, or condition, financial or otherwise, of the Seller that has not been set forth in this Agreement.

2.05. **Brokerage.** No broker or finder has acted directly or indirectly for the Seller in connection with this Agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commission in respect thereof based in any way on the actions or statements of, or agreements, arrangements, or understandings made with the Seller.

### **ARTICLE III - REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser hereby represents and warrants to the Seller as set forth below:

3.01. **Authorization.** The Purchaser has full corporate power and authority to enter into this Agreement to which it is or will be a party, to perform its obligations hereunder and thereunder, and to carry out the transactions contemplated hereby and thereby.

3.02. **No Violation.** None of (i) the execution and delivery of this Agreement by the Purchaser, (ii) the performance by the Purchaser of its obligations hereunder or thereunder, or (iii) the consummation of the transactions contemplated hereby or thereby will (A) violate, or be in conflict with, or permit the termination of, or constitute a default under or breach of, or cause the acceleration of the maturity of, any contract, debt, or other obligation of the Purchaser, which violation, conflict, default, breach, termination, acceleration, either individually or in the aggregate with all other such violations, conflicts, defaults, breaches, terminations, and accelerations, would have a material adverse effect on the business, assets, or financial condition of the Purchaser, (B) require the consent of any other party to, or (C) to the best knowledge and belief of the Purchaser, violate any statute of law or any judgment, decree, order, regulation, or rule of any court or governmental authority to which the Purchaser is subject.

3.03. **Litigation.** There is no action pending or, in the best knowledge and belief of the Purchaser, threatened against the Purchaser, or any properties or rights of the Purchaser, that questions or challenges the validity of this Agreement, nor any action taken or to be taken by the Purchaser pursuant hereto or thereby and the Purchaser does not know of any such action, proceeding, or investigation that may be asserted.

3.04. **Disclosure.** No representation or warranty by the Purchaser in this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make the statements herein not misleading.

3.05. **Brokerage.** No broker or finder has acted directly or indirectly for the Purchaser

in connection with this Agreement or the transactions contemplated hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commission in respect thereof based in any way on the actions or statements of, or the agreements, arrangements, or understandings made with the Purchaser.

#### **ARTICLE IV OBLIGATIONS OF THE PARTIES**

The Seller hereby covenants and agrees with the Purchaser and the Purchaser hereby covenants and agrees with the Seller that:

4.01. **Conduct Before Closing Date.** Before the Closing Date, except as otherwise contemplated by this Agreement or as permitted by the prior written consent of the Purchaser, but without making any commitment on the Purchaser's behalf, the Corporation shall:

- (a) conduct its business and operations only in the ordinary course;
- (b) maintain all of its properties and assets in good condition, working order, and repair (except for ordinary wear and tear);
- (c) perform its obligations under all agreements binding upon it and maintain all of its Licenses in good standing;
- (d) continue in effect the Insurance Policies (or similar coverage);
- (e) keep available the services of its current officers and employees;
- (f) maintain and preserve the good will of the suppliers, customers, and others having business relations with it;
- (g) before the Closing Date, consult with the Purchaser from time to time with respect to any actual or proposed material conduct of its business; and
- (h) continue all capital expenditure programs in progress before the Closing Date.

4.02. **Prohibited Transactions Before Closing Date.**

Before the Closing Date, except as otherwise contemplated by this Agreement or



permitted by the prior written consent of the Purchaser, the Corporation shall not:

- (a) become a party to any agreement that;
- (b) enter into any compromise or settlement of any litigation, proceedings, or governmental investigation relating to its properties or business;
- (c) directly or indirectly, in any way, contract, initiate, enter into, or conduct any discussions or negotiations, or enter into any agreements, whether written or oral, with any person or entity with respect to the sale of the Seller's assets or shares of capital stock or a merger or consolidation of the Seller with any other entity or a sale of any of the other Transferred Assets.

4.03. **Further Assurances.** Before and after the Closing, each party hereto shall execute and deliver such instruments and take such other actions as any other party may reasonably request for the purpose of carrying out the intent of this Agreement. Each party hereto shall use its best efforts to cause the transactions contemplated by this Agreement to be consummated, and, without limiting the generality of the foregoing, to obtain all consents and authorizations of government agencies and third parties and to make all filings with and give all notices to government agencies and third parties that may be necessary or reasonably required to effect the transactions contemplated by this Agreement and the other Acquisition Documents. The Seller shall give prompt notice to the Purchaser, after receipt thereof by the Seller, of (i) any notice of, or other communication relating to, any default or event that, with notice or lapse of time or both, would become a default under any indenture, instrument, or agreement material to the Seller, to which the Seller is a party or by which the Seller is bound, and (ii) any notice or other communication from any third party alleging that the consent of such third party is or may be required in connection with the transactions contemplated by this Agreement.

## **ARTICLE V CONDITIONS TO PURCHASER'S OBLIGATIONS**

The obligation of the Purchaser under this Agreement to consummate the Closing on the

Closing Date shall be subject to the satisfaction on or before the Closing Date, of each of the following conditions:

5.01. **Representations and Warranties True.** The representations and warranties of the Seller contained herein, shall be true and accurate as of the Closing Date, except for changes permitted or contemplated by this Agreement.

5.02. **No Material Changes.**

(a) No portion of the assets material to the operation of the business of the Seller shall, before the Closing Date, be damaged, destroyed, or taken by condemnation.

(b) Before the Closing Date, the Seller shall not have suffered or become bound by changes of any kind or nature that either individually or in the aggregate have a material adverse effect on its ability to continue its business operations.

(c) No material adverse change in the business, assets, or financial condition of the Seller shall have occurred.

5.03. **Performance.** The Seller shall have performed and complied in all material respects with all agreements, obligations, and conditions required by this Agreement or other Acquisition Documents to be performed or complied with them on or before the Closing Date.

5.04. **Consents.** All filings with and consents from government agencies and third parties required to consummate the transactions contemplated hereby shall have been made or obtained. This specifically includes the approval of the sale by the FCC.

## **ARTICLE VI CONDITIONS TO SELLER'S OBLIGATIONS**

The obligation of the Seller under this Agreement to consummate the Closing on the Closing Date shall be subject to the satisfaction, on or before the Closing Date, of each of the following conditions.

6.01. **Representations and Warranties True.** The representations and warranties of the Purchaser contained herein, shall be true and accurate as of the Closing Date, except for

changes permitted or contemplated by this Agreement.

6.02. **Performance.** The Purchaser shall have performed and complied in all material respects with all agreements, obligations, and conditions required by this Agreement to be performed or complied with by it on or before the Closing Date.

6.03. **Closing Documents.** The Purchaser shall have delivered or caused to be delivered to the Seller the documents and instruments described below.

(a) The cash payment **and the Note**, as provided in section 1.02.

6.04. **Consents.** All filings with and consents from government agencies and third parties required to consummate the transactions contemplated hereby shall have been made or obtained. This specifically includes the approval of the sale by the FCC.

## **ARTICLE VII CLOSING; CLOSING DATE**

7.01. **Closing.** The closing (the "**Closing**") will be held at such time and place as the parties hereto may mutually agree upon (the "**Closing Date**"), within thirty (30) days after FCC approval is obtained. In the event closing is not held within one hundred twenty (120) days, Seller shall have the right to declare time to be of the essence of the Agreement, and Purchaser shall close within thirty (30) days thereafter, and if Purchaser fails to do so, Seller may terminate this Agreement.

## **ARTICLE VIII CERTAIN POST-CLOSING COVENANTS**

8.01. **Resignations.** At the time of Closing, the Seller shall resign as Director, Officer and employee of the Corporation.

## **ARTICLE IX TERMINATION**

9.01. **Termination.** This Agreement may be terminated at any time before the Closing Date:

(a) by mutual consent to the Purchaser and the Seller;



(b) by the Seller if the Closing has not occurred within the time provided in paragraph 7.1, *provided* that this provision shall not be available to the Seller if he fails or refuses to consummate the transactions contemplated herein or to take any other action referred to herein as necessary to consummate the transactions contemplated hereby in breach of his obligations contained herein;

(c) by Purchaser if FCC approval is not received; and

(d) by either the Purchaser or the Seller if there has been a material breach on the part of the other party in any material representation, warranty, or covenant set forth in this Agreement that is not cured within ten (10) business days after such other party has been notified of the intent to terminate this Agreement pursuant to this clause 9.01(d).

#### **ARTICLE X OTHER AGREEMENTS**

10.01. **Amendment and Modification; Waiver of Compliance.** Subject to the applicable law, this Agreement may be amended, modified, and supplemented only by written agreement signed by the Purchaser and the Seller. Any failure by any party to this Agreement to comply with any obligation, covenant, agreement, or condition contained herein may be expressly waived in writing by the other parties hereto, but such waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in a manner consistent with the requirements for a waiver of compliance as set forth in this section 10.01.

10.02. **Fees and Expenses.** Except as otherwise provided herein, each of the parties hereto will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement, and the consummation of the transactions contemplated hereby and thereby.

10.03. **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered by

hand, overnight courier, or mailed certified or registered mail with postage prepaid.

10.04. **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of all the other parties.

10.05. **Governing Law.** This Agreement and the legal relations between the parties hereto shall be governed by, and construed in accordance with, the laws of the State of Pennsylvania, without reference to the conflict of laws principles thereof.

10.06. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.07. **Headings.** The headings contained in this Agreement are inserted for convenience only and shall not constitute a part hereof.

10.08. **Entire Agreement.** This Agreement, and other documents referred to herein that form a part hereof, embody the entire agreement and understandings of the parties hereto in respect of the subject matter contained herein and supersede all prior agreements and understandings between the parties with respect to such subject matter. There are no restrictions, promises, warranties, covenants, or undertakings other than those expressly set forth or referred to herein.

**In Witness Whereof**, the parties hereto have caused this Agreement to be duly executed on the day and year first above stated.

Witness:

Elmer Susan Illingworth

Seller:

John H. Cessna (Seal)

Purchaser:

Cessna Communications, Inc.

By

John B. Cessna



**N O T E**

**\$224,998.65**

**Cessna Communications, Inc. ("Obligor"), acknowledges to owe and stand indebted to John H. Cessna ("Obligee"), his heirs and assigns, in the sum of Two Hundred Twenty Four Thousand Nine Hundred Ninety Eight and 65/100 - - - - - (\$224,998.65) Dollars, for value received, payable as follows:**

Payable in monthly payments of \$3,623.75 per month with interest at the rate of 5%, with the first said monthly payment being due one month from the date hereof, and on the same day of each month thereafter for a period of seventy two (72) months, with the privilege of paying all or any additional part of the principal debt on any installment payment date, no such prepayment, however, to alter the amount of the aforesaid monthly payments; a late charge of 5% to be made on any payment made 16 days or more after due date of said payment.

Payments shall be credited when received by Obligee. In the event a payment is dishonored due to non-sufficient funds or for any other reason, Obligor shall pay the late fee set forth above and any and all bank charges incurred by Obligee.

The entire unpaid amount hereof shall become immediately due and payable at the option of the holder hereof in the event of default, provided the Obligor shall have failed to cure such event of default within ten (10) days after written notice from the Obligee.

Protest of this Note is waived. Obligor waives all notices to which it might in anywise be entitled (except for the ten day notice of default), and agree that Obligee may exercise any or all of any number of the rights and remedies (and they shall be cumulative and not alternative) it may have under this Note or otherwise against the undersigned at any time or times and in whole or in part and shall be under no liability to anyone for such exercise thereof or for any failure to exercise any thereof, and any failure to exercise any of such rights or remedies shall not affect or discharge the liability of the undersigned or operate as a continuing waiver or preclude Obligee from taking any such action at any later time or times.

Obligee shall have the right to transfer, assign or pledge this Note and the transferee, assignee or pledgee shall become vested with all the rights and remedies of Obligee with respect thereto.

To secure payment of this Note, Obligor hereby irrevocably authorizes the prothonotary, clerk of court or any attorney of any court of record to appear for Obligor in such court, at any time before or after maturity and confess a judgment against Obligor in favor of any holder of this note with release of errors, without stay or setting aside of execution, and for such amount as may appear to be unpaid, together with charges, attorney's fees and costs. Obligor waives and releases all benefit and relief from any and all appraisalment, stay or exemption laws of any state, now in force or hereafter to be passed.

**In Witness Whereof, the undersigned have executed this Note on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_.**

Witness:

Cessna Communications, Inc.

By \_\_\_\_\_ (Seal)  
Jay Cessna, President