

**WHITE CLOUD MOUNTAINS BROADCAST & WIRELESS CORP.****COMMON STOCK PURCHASE AND NOVATION AGREEMENT**

THIS AGREEMENT is made and entered into as of June 11, 2021 (the "Effective Date"), by and among Michael Chase, an individual residing in the State of New Hampshire ("Buyer"), Lawrence J. Weissman, an individual residing in the State of Florida ("Seller"), White Cloud Mountains Broadcast & Wireless Corp., a Delaware corporation ("White Cloud"), Theodore Achilles, an individual residing in the State of Idaho ("Achilles"), and Edge Networks Inc., a Delaware corporation ("ENI").

WHEREAS, the total equity interests in White Cloud owned by Seller consist of 500 shares of Common Stock, par value \$1.00 per share, of White Cloud (the "Shares").

WHEREAS, Seller desires to sell all 500 Shares to Buyer, and Buyer desires to purchase the Shares from Seller, pursuant to the terms of this Agreement.

WHEREAS, such purchase and sale of the Shares will result in the transfer of control of Sawtooth Mountains Broadcast & Wireless Corp. ("Sawtooth"), a wholly owned subsidiary of White Cloud and the holder of the authorization for LPTV Station KCBP-LD, Boise, ID, which transfer of control will require the approval of the Federal Communications Commission (the "FCC").

WHEREAS, Seller has entered into certain agreements with ENI which Seller, Buyer and ENI agree to novate and thereby substitute Buyer for Seller in all respects under such agreement.

WHEREAS, Seller desires to resign as an officer and director of each of White Cloud and Sawtooth, effective as of the date of the closing of the purchase and sale of the Shares (the "Closing Date"), and each of White Cloud and Sawtooth desire to accept such resignation and to replace Seller with Buyer in such positions effective as of the Closing Date.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Purchase and Sale of the Shares. Effective as of the Closing Date and upon the terms set forth in this Agreement, Seller shall sell, transfer and assign to Buyer, and Buyer shall purchase from Seller, all Seller's right, title and interest in and to the Shares for an aggregate purchase price of \$500.00.

Section 2. FCC Approval. Promptly following the full execution of this Agreement, Seller, Buyer, and Sawtooth (as hereby authorized and directed by White Cloud as the sole stockholder of Sawtooth) shall take such actions as may be reasonably required by FCC counsel to Sawtooth, including the filing with the FCC and prosecution of an application seeking FCC approval to the transfer of control of Sawtooth that will occur upon the purchase and sale of the Shares. All fees and expenses relating to the preparation, filing and prosecution of such

application shall be borne solely by Sawtooth. The Closing Date shall occur within five (5) business days after the receipt of FCC approval of such application.

Section 3. Closing. Subject to the terms contained in this Agreement, the purchase and sale of the Shares hereunder and the other actions to be taken pursuant to this Agreement effective upon such purchase and sale of the Shares (the "Closing") shall be effectuated as of the Closing Date as follows:

(a) Seller shall assign to Buyer all of Seller's rights, title and interests in and to the Shares by delivery to Buyer at Closing of Common Stock Certificate No. 2 representing the Shares, registered in Buyer's name, and Buyer shall deliver the aggregate purchase price for the Shares by check or echeck to Seller. By their respective execution of this Agreement, each of White Cloud and ENI hereby consent to such transfer of the Shares by Seller to Buyer.

(b) Seller shall assign to Buyer all of Seller's rights and obligations under (1) that certain Limited Recourse Guaranty Agreement and Stock Pledge Agreement between Seller and ENI dated as of March \_\_, 2021 (the "Guaranty and Stock Pledge Agreement"), and (2) that certain Stock Option Agreement between Seller and ENI dated as of March \_\_, 2021 (the "Stock Option Agreement"). Such assignment shall be documented by a novation agreement in form and substance reasonably satisfactory to Seller, Buyer and ENI (the "Novation Agreement")

(c) By Buyer's execution of the Novation Agreement, Buyer shall agree with Seller and ENI to be bound by, fulfill, comply with and observe all the provisions of each of the Guaranty and Stock Pledge Agreement and the Stock Option Agreement as if Buyer had originally been the party to each of such agreements instead of Seller, and all references in each such agreement to Seller shall thereafter be read and construed as if they were references to Buyer. From and after Closing, Buyer shall enjoy all the rights and benefits of Seller under each such agreement.

(d) In consideration of the agreement by Buyer described in sub-clause (c) above, ENI shall execute the Novation Agreement whereupon ENI shall thereby (i) release and discharge Seller from all of his obligations to ENI under each of the Guaranty and Stock Pledge Agreement and the Stock Option Agreement, without prejudice to any obligations of Seller relating to matters arising prior to the Closing Date under either such agreement, which obligations Buyer shall assume, and (ii) agree to look solely to Buyer for performance of all obligations of the "Guarantor," the "Pledgor," and the "Grantor" under such agreements.

(e) Effective as of the Closing Date, by his execution of this Agreement Seller hereby resigns as the Treasurer, Secretary and Chief Financial Officer of each of White Cloud and Sawtooth and as a member of the Board of Directors of each of White Cloud and Sawtooth. By its execution of this Agreement (both for itself and as the sole stockholder of Sawtooth), effective as of the Closing Date White Cloud hereby (i) accepts such resignations of Seller and appoints Buyer as the Treasurer, Secretary and Chief Financial Officer of each of White Cloud and Sawtooth and as a member of the Board of Directors of each of White Cloud and Sawtooth. By Buyer's execution of this Agreement, Buyer hereby agrees to serve as the Treasurer, Secretary and Chief Financial Officer of each of White Cloud and Sawtooth and as a member of the Board of Directors of each of White Cloud and Sawtooth, commencing as of the Closing Date.

Section 4. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer, ENI and White Cloud, both as of the Effective Date and as of the Closing Date, as follows:

(a) Ownership. All of the Shares are owned of record and beneficially by Seller, and Seller has good and marketable title to such Shares, free and clear of all security interests, claims, liens, pledges, options, encumbrances, charges, agreements, voting trusts, proxies and other arrangements or restrictions whatsoever ("Encumbrances"), except for those arising under the Guaranty and Stock Pledge Agreement and the Stock Option Agreement. All of such Shares are validly issued, fully paid and nonassessable. Except for the Shares, Seller owns no other shares of the capital stock of White Cloud or rights to acquire any such shares. At the Closing, Seller shall transfer to Buyer good and marketable title to such Shares, free and clear of all Encumbrances except for those arising under the Guaranty and Stock Pledge Agreement and the Stock Option Agreement.

(b) Authorization. Seller has full legal capacity to enter into and perform this Agreement, and this Agreement has been duly executed and delivered by Seller and constitutes a valid and legally binding obligation of Seller, enforceable in accordance with its terms.

(c) Conflicts. The execution, delivery and performance of this Agreement by Seller does not conflict with, violate or result in the breach of, or create any lien or encumbrance on the Shares pursuant to, any agreement, instrument, organizational document, order, judgment, decree, law or governmental regulation to which Seller is a party or is subject or by which the Shares are bound, except for applicable federal and state securities laws.

(d) Related Agreements. The Guaranty and Stock Pledge Agreement and the Stock Option Agreement constitute all of the documents which relate to the rights and obligations of Seller with respect to the Shares, and such agreements are in full force and effect and have not been amended or modified.

Section 5. Representations and Warranties of Buyer. Buyer represents and warrants to Seller, ENI and White Cloud, both as of the Effective Date and as of the Closing Date, as follows:

(a) Authorization. Buyer has full legal capacity to enter into and perform this Agreement, and this Agreement has been duly executed and delivered by Buyer and constitutes a valid and legally binding obligation of Buyer, enforceable in accordance with its terms.

(b) Investment Representations. Buyer is purchasing the Shares for investment purposes and is not purchasing the Shares with a view to the public sale or distribution of any part thereof, and Buyer has no present intention of selling, granting participation in, or otherwise distributing the Shares in violation of any applicable federal or state securities laws. Buyer has been given access to all information regarding White Cloud that he has requested from Seller. Buyer is capable of evaluating and has evaluated the merits and risks of his purchase of the Shares and is able to bear the economic risk of his investment in the Shares. Buyer recognizes that he must bear the economic risk of the investment represented by his purchase of the Shares for an indefinite period. Buyer understands that the Shares have not been registered under the Securities

Act of 1933 on the basis that the sale provided for in this Agreement is exempt pursuant to Sections 4(1) and 4(2) of the Act and that the reliance of Seller on such exemptions is predicated upon Buyer's representations set forth herein. Buyer is an "accredited investor" as defined in Regulation D under the Securities Act of 1933. Buyer acknowledges that the certificate evidencing the Shares purchased hereunder shall bear a legend as required by the Securities Act of 1933 and other applicable securities laws.

Section 6. Representations and Warranties of ENI. ENI represents and warrants to each of Seller, Buyer and White Cloud, both as of the Effective Date and as of the Closing Date, that the execution and performance of this Agreement by ENI have been duly authorized by all necessary corporate action on behalf of ENI, ENI has full legal capacity to enter into and perform this Agreement, and this Agreement has been duly authorized, executed and delivered by ENI and constitutes a valid and legally binding obligation of ENI, enforceable in accordance with its terms.

Section 7. Survival of Representations and Warranties. All representations and warranties contained herein shall survive the execution and delivery of this Agreement and the Closing.

Section 8. General Provisions.

(a) Complete Agreement. This Agreement constitutes the entire agreement between the parties hereto regarding the subject matter of this Agreement and supersedes and preempts any prior understandings, agreements or representations, written or oral, which may have related to the subject matter hereof.

(b) Amendment. Any provision of this Agreement may be amended only with the prior written consent of each party hereto.

(c) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(d) Further Assurances. After the Closing, as and when requested by Buyer, Seller shall, without further consideration, execute and deliver all such instruments of conveyance and transfer and shall take such further actions as Buyer may deem necessary or desirable in order to transfer the Shares to Buyer and to carry out fully the provisions and purposes of this Agreement.

(e) Successors and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by Buyer and Seller and their respective heirs, successors and assigns.

(f) Choice of Law. The construction, validity, interpretation and enforcement of this Agreement shall be governed by the internal law, and not the law of conflicts, of the State of Delaware.

\* \* \* \*

IN WITNESS WHEREOF, the parties have executed this Common Stock Purchase and Novation Agreement as of the Effective Date.

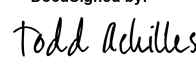
**BUYER:** DocuSigned by:  
  
AD55E8A8709940B...

**MICHAEL CHASE**, an individual

**SELLER:** DocuSigned by:  
  
AE99ECFEF8034EB

**LAWRENCE J. WEISSMAN**, an individual

**WHITE CLOUD MOUNTAINS BROADCAST & WIRELESS CORP.**, a Delaware corporation for itself and as the sole stockholder of Sawtooth Mountains Broadcast & Wireless Corp.

By: DocuSigned by:  
  
60F5629B80CD413...  
Theodore Achilles, Chief Executive Officer

**ACHILLES:** DocuSigned by:  
  
60F5629B80CD413

**THEODORE ACHILLES**, an individual and as a member of the Board of Directors of each of White Cloud Mountains Broadcast & Wireless Corp. and Sawtooth Mountains Broadcast & Wireless Corp.

**EDGE NETWORKS INC.**, a Delaware corporation

By: DocuSigned by:  
  
60F5629B80CD413...  
Theodore Achilles, Chief Executive Officer