

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of _____, 2023 ("Effective Date"), by and between Digital Networks, LLC, a Tennessee limited liability company, successor by merger with Digital Networks–Midwest, LLC ("Seller"), and Flood Communications West, LLC, a Nebraska limited liability company ("Purchaser"). Purchaser and Seller are referred to collectively in this Agreement as the "Parties"; and, individually as, a "Party".

WITNESSETH:

WHEREAS, Seller is the licensee of television station K26CV (the "Station"), pursuant to authorizations (the "FCC Authorizations") issued by the Federal Communications Commission (the "FCC");

WHEREAS, Seller desires to sell, transfer, assign, convey and deliver to Purchaser, and Purchaser desires to acquire from Seller, substantially all of the assets used in connection with the operation of the Station; and

WHEREAS, FCC authorizations may be assigned only with the prior consent of the FCC.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1 SALE OF ASSETS

1.1 Purchase and Sale of Assets. At Closing (as hereinafter defined), Seller agrees to sell, transfer, assign, convey and deliver to Purchaser and Purchaser shall purchase and assume from Seller, free and clear of any liens other than liens for taxes not yet due and payable, the following assets used in connection with the operation of the Station (collectively, the "Assets"), but excluding the Excluded Assets described in Section 1.2 below:

(a) Seller's equipment and other tangible personal property used in the transmission operations of the Station (the "Tangible Personal Property") identified on Schedule 1.1(a) hereto;

(b) all of the licenses, permits and other authorizations issued by the FCC (including, but not limited to, the FCC Authorizations and call letters associated with the Station), and any other federal, state or local governmental authorities to Seller in connection with the conduct of the business and the operation of the Station, including those identified on Schedule 1.1(b) hereto (collectively, the "Licenses").

(c) any file, records or warranties related to the foregoing.

1.2 Excluded Assets. Seller shall not sell, assign or transfer to Purchaser any assets, of whatever kind or nature, wherever located, which are held by Seller and used or useful in connection with the operations or ownership of any station or stations other than the Station, including any privileges, rights, interests and claims associated therewith (the "Excluded Assets") and specifically including, without limitation, the following:

(a) Cash on hand and in banks (or their equivalents), and accounts receivable arising out of the operation of the Station prior to Closing;

(b) All rights of Seller under all contracts, leases, and agreements, including contracts of insurance and insurance proceeds of settlement and insurance claims made by Seller relating to property or equipment repaired, replaced, restored by Seller prior to the Closing Date;

(c) All deposits and all prepaid expenses and taxes;

(d) Seller's company records; and

(e) All tangible and intangible personal and real property used or useful in connection with all of Seller's broadcast properties, excluding the Assets.

1.3 Assumed Liabilities. Purchaser is not agreeing to, and shall not, assume any liability, obligation, undertaking, expense or agreement of Seller of any kind, absolute or contingent, known or unknown, and the execution and performance of this Agreement shall not render Purchaser liable for any such liability, obligation, undertaking, expense or agreement, except for (a) that certain tower lease, dated _____, 20__, by and between Seller and _____ (the "Tower Lease"), and (b) the obligations of Seller arising after Closing (collectively, the "Assumed Liabilities"). All liabilities, except for the Assumed Liabilities, shall be retained by Seller. Without limiting the generality of the foregoing, it is understood and agreed that Purchaser is not agreeing to, and shall not, assume (a) any liability or obligation of Seller to Seller's employees under any existing written or oral agreements with Seller, including any such liability or obligation in respect of wages, salaries, bonuses, accrued vacation, sick pay, or any other matter, (b) any liability arising out of any termination by Seller of the employment of any employee of Seller or any liability for any employee benefit plan or arrangement of Seller for employees, (c) any liability or obligation of Seller arising under any lease for the Leased Real Properties, or (d) any liability or obligation of Seller arising under any contracts related to Seller or its affiliates.

ARTICLE 2 CONSIDERATION

2.1 Purchase Price. Upon the terms and subject to the conditions contained in this Agreement, and in consideration of the sale of the Assets, on the Closing Date, Purchaser shall pay to Seller the aggregate sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) (the "Purchase Price"). The Purchase Price shall be payable to Seller at Closing in cash by wire transfer of immediately available funds.

2.2 Payments at Closing. The Parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued or payable, as of 11:59 p.m. local time of the

day preceding the Closing. The items to be prorated shall include, but not be limited to, power and utilities charges; FCC regulatory fees (of which there will be none); personal property taxes related to the Assets which shall be based upon the most recent tax bills and information available and similar prepaid and deferred items. The prorations shall, insofar as feasible, be determined and paid on the Closing Date, with final settlement and payment to be made within sixty (60) days after the Closing Date.

ARTICLE 3 FCC CONSENTS; ASSIGNMENT APPLICATION

At a date not later than five (5) business days after the date hereof, Purchaser and Seller shall execute, file and vigorously prosecute an application with the FCC (the "Assignment Application") requesting its consent to the assignment, from Seller to Purchaser, of all FCC Authorizations pertaining to the Station (the "FCC Consents"). Purchaser and Seller shall take all reasonable steps to cooperate with each other and with the FCC to secure such FCC Consents without delay. Each Party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to such application and shall furnish all information required by the FCC.

ARTICLE 4 CLOSING DATE; CLOSING PLACE

The closing (the "Closing") of the transactions contemplated by this Agreement shall occur on a business day not later than ten (10) calendar days following the date of which the FCC Consents shall have become a Final Order (as hereinafter defined) (the "Closing Date") and the conditions to Closing set forth in Article 8 have either been waived or satisfied. For purposes of this Agreement, the term "Final Order" means action by the FCC consenting to an application that is not reversed, stayed, enjoined, set aside, annulled or suspended, and with respect to which action no timely request for stay, petition for rehearing or appeal is pending, and as to which the time for filing any such request, petition or appeal or reconsideration by the FCC on its own motion has expired. The Closing shall be held by mail, facsimile, or electronic mail, as the Purchaser and Seller may agree.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby makes the following representations and warranties to Purchaser:

5.1 Organization, Authority and Enforceability. Seller is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Tennessee. Seller has the power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

5.2 Noncontravention. The execution and delivery by Seller of this Agreement and the consummation by Seller of the transactions contemplated hereby do not conflict with any organizational documents of Seller; any other agreement or understanding to which Seller is a party; any law, judgment, order, or decree to which Seller is subject; or require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consents.

5.3 Tangible Personal Property. Schedule 1.1(a) hereto contains a list of the Tangible Personal Property owned by Seller that shall be transferred to Purchaser. Seller owns and has, and will have on the Closing Date, good and marketable title to the Tangible Personal Property. Each item of Tangible Personal Property (a) is in good condition and repair, ordinary wear and tear excepted, (b) has been maintained in a manner consistent with generally accepted standards of good engineering practice, and (c) is capable of operating in substantial compliance with all FCC Authorizations and rules and regulations of all relevant federal and state governments, agencies, or departments, including, but not limited to, the FCC and FAA.

5.4 FCC Authorizations. Schedule 1.1(b) hereto contains a true and complete list of the FCC Authorizations that are required by the FCC to operate the Station. The FCC Authorizations are in full force and effect, unimpaired by any act or omission of Seller. Seller lawfully holds each of the FCC Authorizations listed on Schedule 1.1(b), none of which is subject to any restrictions or conditions that would limit in any material respect the operations of the Station, except such conditions as are stated on the face thereof. There is not pending any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify the FCC Authorizations other than proceedings to amend FCC rules of general applicability, and Seller has no knowledge of any such action at the FCC and no reason to believe that such an action may be sought from the FCC by any third party. There is no order to show cause, notice of violation, notice of apparent liability or notice of forfeiture or complaint pending or, to Seller's knowledge, threatened against Seller with respect to the FCC Authorizations by or before the FCC.

5.5 Condition of Assets. To Seller's knowledge, all towers owned by Seller and included in the Assets are: (a) free of material structural defects or other impediments and no facts exist which make the Leased Real Properties unsuitable for use as a broadcasting facility by the Station, and (b) obstruction-marked, lighted and registered to the extent required by, and in accordance with, the rules and regulations of the FAA and the FCC. There are no underground storage tanks located at the Leased Real Properties. Seller has, and Purchaser will have indirectly after closing, full legal and practical ingress and egress to and from the Leased Real Properties from a public road. There are not now, nor have there been, any hazardous materials stored upon the properties leased pursuant to the Tower Lease (collectively, the "Leased Real Properties") that, if known to be present in soils or ground water, would require cleanup, removal or some other remedial action under any environmental laws.

5.6 Brokers or Finders. Except for LPTV Broadcasters Association, whose fees will be the sole responsibility of Purchaser, there is no broker or finder or other person who would have any valid claim for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Seller.

5.7 Miscellaneous. No representation or warranty made by Seller in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transaction herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to make such representation or warranty or any such statement not misleading.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby makes the following representations and warranties to Seller:

6.1 Organization and Good Standing. Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nebraska. This Agreement has been duly and validly executed and delivered by Purchaser and constitutes the legal, valid and binding agreements of Purchaser enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency or other laws affecting generally the enforcement of creditors' rights or the application of principles of equity.

6.2 Authority and Enforceability. The execution and delivery by Purchaser of this Agreement and the consummation by Purchaser of the transactions contemplated hereby does not conflict with any organizational documents of Purchaser; any other agreement or understanding to which Purchaser is a party; any law, judgment, order or decree to which Purchaser is subject; or require the approval, consent, authorization or act of, or the making by Purchaser of any declaration, filing or registration with, any third party or any governmental authority, except the FCC Consents.

6.3 Communications Laws. Purchaser is legally, financially and technically qualified to acquire and become the licensee of, acquire, own and operate the Station under the Communications Act of 1934, as amended and the rules, regulations and policies of the FCC (collectively, the "Communications Laws"). To Purchaser's best knowledge, there are no facts that would, under existing law and the existing rules, regulations, policies and procedures of the FCC, disqualify Purchaser as an assignee of the FCC Authorizations or as the owner and operator of the Station. No waiver of any FCC rule or policy with respect to Purchaser, its business or operations, is necessary for the FCC Consents to be obtained. Purchaser has and will have available on the Closing Date sufficient funds to enable it to consummate the transactions contemplated hereby.

6.4 Brokers or Finders. There is no broker or finder or other person who would have any valid claim against Seller for a commission or brokerage in connection with this Agreement or the transaction contemplated hereby as a result of any agreement, understanding or action by Purchaser.

6.5 Miscellaneous. No representation or warranty made by Purchaser in this Agreement, and no statement made in any certificate, document, exhibit or schedule furnished or to be furnished in connection with the transactions herein contemplated, contains or will contain any untrue statement of a material fact or omits or will omit to state any material fact necessary to

make such representation or warranty or any other such statement not misleading to Seller to the best of Purchaser's knowledge.

ARTICLE 7 COVENANTS

Purchaser and Seller hereby further covenant and agree, as applicable to following:

7.1 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 shall be confidential and shall not be disclosed to any other person or entity, except the Parties' representatives and lenders for the purpose of consummating the transactions contemplated by this Agreement, and provided that no provision of this Agreement shall restrict the Purchaser's ability to produce this Agreement in response to a lawful request.

7.2 Conduct Prior to Closing; Prohibited Actions. Purchaser shall not, directly or indirectly, control the Station prior to Closing. Consistent with the Communications Laws, control, supervision and direction of the Station prior to Closing shall remain the responsibility of Seller as the Station's licensee.

7.3 Conduct Prior to Closing; Required Actions. Seller covenants with Purchaser that, between the Effective Date and the Closing Date, Seller shall act in accordance with the following:

(a) Seller shall maintain the Tangible Personal Property in accordance with standards of good engineering practice and replace any of such property, which shall be worn out, lost, stolen or destroyed with like property of substantially equivalent kind and value.

(b) Seller shall continue to operate and maintain the Station in accordance with the terms of the FCC Authorizations and in material compliance with all applicable laws, rules, and regulations, including the Communications Laws.

ARTICLE 8 CONDITIONS PRECEDENT TO OBLIGATION TO CLOSE

8.1 Conditions to Obligations of Seller. The performance of the obligations of Seller is subject to the satisfaction of each of the following express conditions precedent, unless waived in writing by Seller:

(a) Purchaser shall have performed and complied in all material respects with all of the agreements, obligations and covenants required by this Agreement to be performed or complied with by Purchaser prior to or as of the Closing Date;

(b) The representations and warranties of Purchaser set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(c) The FCC Consents contemplated by this Agreement shall have been granted and become a Final Order;

(d) Purchaser shall have delivered to Seller on the Closing Date, the documents and payments required to be delivered pursuant to Section 9.2;

8.2 Conditions to Obligations of Purchaser. The performance of the obligations of Purchaser hereunder is subject to the satisfaction of each of the following express conditions precedent:

(a) Seller shall have performed and complied in all material respects with all the agreements, obligations and covenants required by this Agreement to be performed or complied with by Seller prior to or as of the Closing Date;

(b) The representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on and as of the Closing Date;

(c) The FCC Consents contemplated by this Agreement shall have been granted and become a Final Order, unless Purchaser waives this condition in its sole discretion;

(d) Seller shall have delivered to Purchaser, on the Closing Date, the documents required to be delivered pursuant to Section 9.1.

ARTICLE 9 CLOSING DELIVERIES

9.1 Closing Deliveries by Seller. At the Closing, Seller shall deliver to Purchaser the following, each of which shall be in form and substance satisfactory to Purchaser and its counsel:

(a) A bill of sale, executed by Seller, transferring title to the Tangible Personal Property to Purchaser;

(b) An assignment and assumption of Licenses, including the Station's FCC Authorizations, executed by Seller;

(c) An assignment and assumption of the Tower Lease, executed by Seller and _____;¹

(d) A certificate executed by Seller that the conditions set forth in Section 8.2(a) through 8.2(b) have been satisfied by Seller as of the Closing Date;

(e) A closing statement, executed by Seller; and

¹ Note to Draft: Should we require a clean Phase I Report, Survey and Property Insurance?

(f) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Purchaser shall reasonably request, each in form and substance satisfactory to Purchaser and its counsel.

9.2 Closing Deliveries by Purchaser. Prior to or at the Closing, Purchaser will deliver to Seller the following, each of which shall be in form and substance satisfactory to Seller and its counsel:

- (a) The Purchase Price;
- (b) An assignment and assumption of Licenses, including the FCC Authorizations, executed by Purchaser;
- (c) An assignment and assumption of the Tower Lease, executed by Purchaser;
- (d) A certificate executed by Purchaser that the conditions set forth in Section 8.1(a) through 8.1(b) have been satisfied by Purchaser as of the Closing Date;
- (e) A closing statement, executed by Purchaser; and
- (f) Such other documents, instruments and agreements necessary to consummate the transactions contemplated by this Agreement or as Seller shall reasonably request, each in form and substance satisfactory to Seller and its counsel.

ARTICLE 10 TERMINATION AND NON-ACTION

10.1 Termination. This Agreement may be terminated prior to Closing (a) by mutual written consent of Purchaser and Seller; (b) in the event either Party is in default of this Agreement, by the non-defaulting Party; or (c) if the Assignment Application is dismissed or denied by the FCC, or if the Assignment Application is designated for evidentiary hearing (by any Party who did not cause such dismissal, denial or designation for hearing).

10.2 Event of Default by Purchaser. In the event of a default or breach of the terms and conditions herein by Purchaser or in the event the FCC finds Purchaser not qualified to become a licensee of the Station, Seller shall have no further obligation to sell the Station to Purchaser.

ARTICLE 11 MUTUAL RIGHT OF INDEMNIFICATION

11.1 Indemnification by Seller. Seller shall indemnify, defend and hold harmless Purchaser with respect to any and all demands, claims, actions, suits, proceedings, assessments, judgments, costs, losses, damages, liabilities and expenses (including, without limitation, interest, penalties, court costs and reasonable attorneys' fees) ("Damages") asserted against, resulting from, imposed upon or incurred by Purchaser directly or indirectly relating to or arising out of the breach by Seller of any of its representations, warranties, or failure by Purchaser to perform any of its covenants, conditions or agreements set forth in the Agreement, which obligations shall survive

Closing, and (b) any and all claims, liabilities and obligations of any nature, absolute or contingent, relating to the ownership and operation of the Station prior to the Closing.

11.2 Indemnification of Purchaser. Purchaser shall indemnify, defend and hold Seller harmless with respect to any and all Damages asserted against, resulting from, imposed upon or incurred by Purchaser directly or indirectly relating to or arising out of the breach by Purchaser of any of its representations, warranties, or failure by Purchaser to perform any of its covenants, conditions or agreements set forth in the Agreement, which obligations shall survive Closing.

11.3 Procedure. If any Party hereto (the "Indemnitee") receives notice or otherwise obtains knowledge of any matter with respect to which another Party hereto (the "Indemnifying Party") may be obligated to indemnify the Indemnitee under this Section, then the Indemnitee shall promptly deliver to the Indemnifying Party written notice describing such matter in reasonable detail and specifying the estimated amount of the Damages or liability that may be incurred by the Indemnitee in connection therewith. The Indemnifying Party shall have the right, at its option, to assume the complete defense of such matter at its own expense and with its own counsel, provided that such counsel is reasonably satisfactory to the Indemnitee. If the Indemnifying Party elects to assume the defense of such matter, then (a) notwithstanding anything to the contrary herein contained, the Indemnifying Party shall not be required to pay or otherwise indemnify the Indemnitee against any such matter following the Indemnifying Party's election to assume the defense of such matter, (b) the Indemnitee shall fully cooperate as reasonably requested by the Indemnifying Party in the defense or settlement of such matter, (c) the Indemnifying Party shall keep the Indemnitee informed of all material developments and events relating to such matter, and (d) the Indemnitee shall have the right to participate, at its own expense, in the defense of such matter. In no event shall the Indemnifying Party be liable for any settlement or admission of liability with respect to such matter without its prior written consent.

ARTICLE 12 MISCELLANEOUS

12.1 Specific Performance. In the event of a default by Seller under this Agreement, Purchaser shall be entitled to seek specific performance without providing or posting any bond to compel Seller to correct or satisfy its default or material breach and to comply with the terms and conditions of this Agreement. In the event Purchaser elects specific performance as a remedy, Seller agrees that specific performance is an appropriate remedy due to the unique nature of the Station, and agrees that it will not contest any such action on the ground that an adequate remedy at law exists. In the event that Purchaser elects to pursue specific performance, that shall be Purchaser's sole and exclusive remedy.

12.2 Risk of Loss. Seller shall bear the risk of any loss of or damage to any of the Assets at all times until the Closing, and Purchaser shall bear the risk of any such loss or damage thereafter.

12.3 Notices. All notices, elections and other communications permitted or required under this Agreement shall be in writing and shall be deemed effectively given or delivered upon personal delivery (or refusal thereof), or twenty-four (24) hours after delivery to a courier service which guarantees overnight delivery, or five (5) days after deposit with the U.S. Post Office, by

registered or certified mail, postage prepaid, and, in the case of courier or mail delivery, addressed as follows (or at such other address for a Party as shall be specified by like notice):

If to Purchaser, to:

Flood Communications West, LLC
214 North 7th Street, Suite 1
Norfolk, NE 68701
Attention: Andy Ruback
E-mail: aruback@floodcomm.com

If to Seller, to:

Digital Networks, LLC
P. O. Box 11549
Chattanooga, TN 37401
Attention: Joel Wertman
E-mail: jwertman@luken.tv

With a copy to:

Koley Jessen P.C., L.L.O.
One Pacific Place, Suite 800
1125 South 103rd Street
Omaha, NE 68124-1079
Attention: Brian L. Harr
E-mail: Brian.Harr@koleyjessen.com

With a copy to:

Horton, Ballard & Pemerton, PLLC
735 Broad Street, Suite 306
Chattanooga, TN 37402
Attention: Carol Ballard
E-mail: cballard@hbplawfirm.com

12.4 Governing Law; Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Nebraska, without giving effect to the choice of law principles thereof.

12.5 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in case any provision contained herein shall, for any reason, be held to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or any other provisions hereof, unless such a construction would be unreasonable.

12.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

12.7 Expenses. Each Party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement.

12.8 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. No Party may voluntarily assign its interest or delegate its duties under this Agreement without the prior written consent of the other Parties.


12.9 Entire Agreement. This Agreement, and the exhibits attached hereto, supersede all prior agreements and understandings between the Parties with respect to the subject matter hereof and may not be changed or terminated orally, and no attempted change, amendment, or waiver of any of the provisions hereof shall be binding unless in writing and signed by Parties.

[Remainder of Page Intentionally Left Blank; Signature Page Follows.]

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


PURCHASER:

Flood Communications West, LLC,
a Nebraska limited liability company

By: 
Name: Andy Ruback
Its: Chief Executive Officer

SELLER:

Digital Networks, LLC,
a Tennessee limited liability company

By: 
Name: JOEL WELTMAN
Its: PRESIDENT

SCHEDULE 1.1(A)
TANGIBLE PERSONAL PROPERTY

SCHEDULE 1.1(B)
LICENSE

Type of Authorization	Call Sign	FCC File Number	Grant Date	Expiration Date
Broadcast License				

Antenna Structure Registration

ASR Number	Coordinates	Constructed Date	Overall Height	Owner