

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of August 9, 2023 between Edge Spectrum, Inc., a Delaware corporation (“Seller”) and SagamoreHill of Portland, LLC, an Oregon limited liability company (“Buyer”).

### Recitals

A. Seller owns and operates the following low power television broadcast stations (the “Station” or “Stations”) pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

WTKJ, Watertown, New York (FCC Facility ID 128834)

KCKW, Eugene, Oregon (FCC Facility 188579)

K32FW, Pierre, South Dakota (FCC Facility 129373)

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station Assets (defined below).

### 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: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (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 certain assets, leases, interests and rights of Seller, tangible and intangible, that are used or held for use in the operation of the Station (the “Station Assets”) which are the following:

(a) the licenses identified in the Recitals to this Agreement issued to Seller by the FCC with respect to the Stations (the “FCC Licenses”), including any renewals or modifications thereof between the date hereof and Closing (defined below);

(b) the equipment, transmitters, antennas, cables, fixtures, spare parts and other tangible personal property that are used or held for use in the operation of the Station (the “Tangible Personal Property”) specifically listed on *Schedule 1.1(a)*;

(c) the real property leases listed on *Schedule 1.1(b)* (the “Tower Leases”);

(d) only those operating contracts, agreements and leases that are listed on *Schedule 1.1(c)* attached hereto (together with the Tower Leases, the “Station Contracts”);

The Station Assets shall be transferred to Buyer free and clear of liens, claims and encumbrances (“Liens”) except for the obligations of Seller arising after Closing under the Station Contracts (the “Assumed Obligations”), and statutory liens for taxes not yet due and payable (collectively, with the Assumed Obligations, the “Permitted Encumbrances”).

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include (a) Seller’s cash and cash equivalents; (b) Seller’s insurance policies, employee benefit plans, or any contract not designated; (c) the Stations’ accounts receivable and any other rights to payment of cash consideration for goods or services sold or provided prior to the Closing Date (as defined in section 1.7 below) or otherwise arising during or attributable to any period prior to then; (e) Seller’s corporate names (the “Excluded Assets”) or (f) any equipment, transmitters, antennas, cables, fixtures, spare parts and other tangible personal property not described in Schedule 1.1(a).

1.3 Retained Liabilities. Except for the Assumed Obligations, Buyer does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Seller of any kind, whether or not disclosed to Buyer, including, without limitation, any liability or obligation of Seller under any contracts not included in the Station Contracts (the “Retained Liabilities”).

1.4 Purchase Price. The purchase price to be paid for the Station Assets shall be the sum of FOUR HUNDRED AND FORTY SEVEN THOUSAND ONE HUNDRED AND EIGHTY DOLLARS (\$447,180) (the “Purchase Price”). The Purchase Price shall be paid half on execution of this agreement to an Escrow account designated by the Seller (the “Deposit”) and half at Closing in cash in immediately available funds pursuant to the written instructions of Seller to be delivered by Seller to Buyer at least three (3) business days prior to Closing.

1.5 Prorations. Notwithstanding the foregoing, the income and operating expenses attributable to the Station until 11:59 p.m. pacific time on the date preceding the day of Closing (the “Adjustment Time”) shall be for the account of Seller and thereafter for the account of Buyer, and income and expenses shall be prorated between Seller and Buyer as of the Adjustment Time in accordance with generally accepted accounting principles, and the Purchase Price shall be adjusted accordingly. Prorations and adjustments shall be made at Closing to the extent practicable. As to those prorations and adjustments not capable of being ascertained at Closing, an adjustment and proration shall be made within thirty (30) calendar days after Closing.

1.6 Allocation. Buyer and Seller shall allocate the Purchase Price in accordance with the respective fair market values of the Station Assets being purchased and sold in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”). The allocation shall be determined by mutual agreement of the parties and shall be allocated among the Station Assets as set forth on *Schedule 1.2* attached hereto. Buyer and

Seller shall each file its federal income tax returns and its other tax returns reflecting such allocation as and when required under the Code.

1.7 Closing. The consummation of the sale and purchase of the Station Assets pursuant to this Agreement (the “Closing”) shall take place within seven (7) days after the date that the FCC Final Consent is granted for all of the FCC Licenses. The date on which the Closing is to occur is referred to herein as the “Closing Date.” If the Closing does not occur within seven (7) days after the date that the FCC grant becomes final (the “End Date”) then \$10,000 of the Deposit will be paid to Seller on the End Date, unless (i) Seller fails to consummate the Closing, including as a result of the FCC Consent or any of the Required Consents not having been obtained, solely as a result of its bad faith or (ii) Seller commits an uncured breach of this Agreement prior to the End Date.

1.8 FCC Consent. Within three (3) days after the date of this Agreement, Buyer and Seller shall file an application (the “FCC Application”) requesting FCC consent to the assignment of the FCC Licenses from Seller to Buyer (the “FCC Consent”). The FCC filing fee associated with the FCC Application shall be paid by Buyer. Seller and Buyer shall diligently complete the FCC Application. Each party shall promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Application, and shall furnish all information required by the FCC.

## ARTICLE 2: SELLER REPRESENTATIONS AND WARRANTIES

Seller represents and warrants to Buyer as follows:

2.1 Organization. Seller is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Seller has the requisite power and authority to own and operate the Station, to carry on the Station’s business as now conducted by it, and to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

2.2 Authorization. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Seller (the “Seller Authorization”) and do not require any further authorization or consent of Seller. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Seller enforceable in accordance with their respective terms.

2.3 No Conflicts. The execution, delivery and performance by Seller of this Agreement and the documents to be made pursuant hereto does not conflict with any organizational documents of Seller or any law, judgment, order, or decree to which Seller is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent, and except for counter-party consent to assign those Station Contracts designated on *Schedule 1.1(c)* and consent of the landlord under the Tower Leases.

2.4 FCC Licenses. Seller holds the FCC Licenses listed and described above. Such FCC Licenses constitute all of the material authorizations required under the Communications Act of 1934, as amended (the “Communications Act”), or the rules, regulations and policies of the FCC for the present authorized 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. Seller and the Station are in material compliance with the FCC Licenses, the Communications Act, and the rules, regulations and policies of the FCC. Seller and the Station Assets are in material compliance with all rules and regulations of the Federal Aviation Administration applicable to the Station.

2.5 Contracts. Each of the Station Contracts (including without limitation the Tower Lease) is in effect and is binding upon Seller and, to Seller’s knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors’ rights generally). Seller must either before sale or immediately upon sale cure all Seller obligations under each of the Station Contracts in all material respects, including bringing any Tower Lease obligation out of material default thereunder. To Seller’s knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect. Complete and correct copies of each Station Contract (including each Tower Site Lease), together with all amendments thereto, have been delivered to Buyer by Seller.

2.6 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Seller or any party acting on Seller’s behalf.

2.7 Station Assets. Seller has good and marketable title to the Station Assets, free and clear of Liens, except for Permitted Encumbrances. At Closing, Seller will transfer to Buyer good and marketable title to the Station Assets, free and clear of Liens. Seller maintains sufficient insurance policies with respect to the Station and the Station Assets and will maintain such policies in full force and effect until Closing.

### ARTICLE 3: BUYER REPRESENTATIONS AND WARRANTIES

Buyer represents and warrants to Seller as follows:

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 each jurisdiction in which the Station Assets are located. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and the documents to be made pursuant hereto.

3.2 Authority. The execution, delivery and performance of this Agreement and the documents to be made pursuant hereto have been duly authorized and approved by all necessary action of Buyer (the “Buyer Authorization”) and do not require any further authorization or consent of Buyer. This Agreement and the documents to be made pursuant hereto are legal, valid and binding agreements of Buyer enforceable in accordance with their respective terms.

3.3 No Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be made pursuant hereto does not conflict with any

organizational documents of Buyer or any law, judgment, order, or decree to which Buyer is subject, and does not require the consent, approval or authorization, or filing with, any third party or any court or governmental authority, except the FCC Consent.

3.4 Qualification. Buyer is legally and financially qualified to acquire and become the FCC licensee of the FCC License under the Communications Act and the rules, regulations and policies of the FCC as they exist on the date of this Agreement, without waiver, and to perform its obligations under this Agreement.

3.5 No Finder. No broker, finder or other person is entitled to a commission, brokerage fee or other similar payment in connection with this Agreement or the transactions contemplated hereby as a result of any agreement or action of Buyer or any party acting on Buyer's behalf. Payment of any broker engaged by Buyer shall be Buyer's sole cost and expense.

3.6 Inspection. Except as expressly set forth in Article II, Buyer acknowledges that Seller makes no representation or warranty whatsoever, including, without limitation, with regard to the Station Assets and, without limiting the foregoing, that Buyer has inspected the Tangible Personal Property and will accept the Tangible Personal Property "as is".

#### ARTICLE 4: SELLER COVENANTS

4.1 Covenants. From the date hereof until Closing, Seller shall:

(a) keep the Station's books and accounts, records and files in the ordinary course, preserve the Station Assets, and collect the Station's accounts receivable, if any, only in the ordinary course of business consistent with past practice;

(b) keep all Tangible Personal Property being acquired and the Tower Leases being assumed in good operating condition (ordinary wear and tear excepted) and repair, and otherwise preserve intact the Station Assets and maintain in effect its current insurance policies with respect to the Station and the Station Assets; and

(d) at the request of Buyer, from time to time give Buyer reasonable access during normal business hours, to Station facilities, licenses, agreements, contracts, equipment, machinery, fixtures, and all other Station Assets, and provide Buyer all other information concerning the Station as Buyer may reasonably request. Any investigation or examination by Buyer shall not in any way diminish any representations or warranties of Seller made in this Agreement, unless Buyer has actual knowledge that any of such representations or warranties is inaccurate.

(e) not, without the prior written consent of Buyer:

(i) sell, lease, or otherwise dispose of any Station Assets except for non-material dispositions in the ordinary course of business of items which are replaced by assets of comparable or superior kind, condition and value; or

(ii) amend or terminate any of the Station Contracts or enter into any contract, lease or agreement with respect to the Station other agreements entered into in the ordinary course of business that will be paid and performed in full before Closing.

#### ARTICLE 5: JOINT COVENANTS

5.1 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 on a confidential basis to the parties' attorneys, accountants, investment bankers, professional advisors, investors and lenders, and their respective attorneys for the purpose of consummating the transaction contemplated by this Agreement. Notwithstanding the foregoing, Buyer and Seller acknowledge that this Agreement and its terms will be filed with the FCC Application and thereby become public.

5.2 Control. Consistent with FCC rules, control, supervision and direction of the operation of the Station prior to Closing shall remain the responsibility of Seller as the holder of the FCC Licenses. The risk of loss of or damage to any of the Station Assets, and the risk of any interruption in the Station's normal broadcast transmission, shall remain with Seller at all times until the Adjustment Time, and prior to Closing Seller shall use commercially reasonable efforts to repair and replace any lost or damaged Station Assets and restore any interrupted transmission.

5.3 Consents. Prior to Closing Seller shall use commercially reasonable efforts to obtain the consent of the landlord under the Tower Leases (the "Required Consents").

#### ARTICLE 6: CLOSING CONDITIONS

The obligation of Seller and Buyer to consummate the Closing is subject to satisfaction of the following conditions at or prior to Closing:

6.1 Representations and Warranties. The representations and warranties of Seller and Buyer made in this Agreement shall be true and correct in all material respects as of Closing, Seller and Buyer shall have performed the obligations to be performed by it under this Agreement at or prior to Closing 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 Consents. The FCC Consent shall have been granted and the Required Consents shall have been obtained.

6.4 Deliveries. Buyer and Seller shall have made the deliveries to be made by it at Closing under this Agreement.

## ARTICLE 7: CLOSING DELIVERIES

7.1 Deliveries. At Closing, Buyer shall deliver payment of the Purchase Price to Seller pursuant to the wire instructions provided by Seller and an Assumption of FCC Licenses, Leases and Contracts. Seller shall deliver an Assignment of FCC Licenses, Leases and Contracts and a bill of sale conveying all Station Assets to Buyer.

## ARTICLE 8: SURVIVAL

8.1 Survival. The representations and warranties in this Agreement shall survive Closing for three (3) months from the Closing Date, at which time they shall expire and be of no further force or effect, except that if within such applicable period the indemnified party gives the indemnifying party written notice of a claim for breach thereof describing in reasonable detail the nature and basis of such claim, then such claim shall survive until the resolution of such claim. The covenants and agreements in this Agreement, or in any document made pursuant hereto, shall survive (and not be affected in any respect by) the Closing, any investigation conducted by any party hereto and any information which any party may receive.

## ARTICLE 9: TERMINATION AND REMEDIES

9.1 Termination. This Agreement may be terminated prior to Closing by mutual written consent of Buyer and Seller or by material breach of warranties, representations, or covenants hereunder by either Buyer or Seller by written notice from the non-breaching party. If Closing has not occurred prior to the End Date, this Agreement shall terminate on the End Date.

## ARTICLE 10: MISCELLANEOUS

10.1 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, except as otherwise set forth in this Agreement.

10.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Seller may not assign any of its rights or delegate any of its obligations hereunder, and any such attempted assignment or delegation without such consent shall be void. Buyer may assign its right to acquire the Station Assets (in whole or in part) to a qualified buyer with Seller's consent, which may not be reasonably withheld, but any such assignment shall not relieve Buyer of any obligations under this Agreement.

10.3 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed delivery by a nationally recognized overnight courier service, or on the third day after prepaid mailing by certified U.S. mail, return receipt requested, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller, then to:

Edge Spectrum, Inc.  
PO Box 4655  
Cedar Hill, TX 75106

Attention: Joshua Weiss

with a copy (which shall  
constitute notice) to:

John M. Gerber  
Unlawyer Inc.  
1800 JFK Blvd Suite 300, #99501  
Philadelphia, PA 19103

if to Buyer, then to:

SagamoreHill of Portland, LLC  
1808 Broadway Blvd.  
Kansas City, MO 64108-2007  
Attention: Matthew Davidge/Legal  
mdavidge@box733.com

with a copy (which shall  
constitute notice) to:

Aaron Shainis  
Shainis & Peltzman Chartered  
Suite 240, 1850 M Street NW  
Washington DC 20036  
[aaron@s-plaw.com](mailto:aaron@s-plaw.com)  
202.293.0011 x105

10.4 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.

10.5 Miscellaneous. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless in a writing signed by the party against whom enforcement of such amendment, waiver, or consent is sought. This Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof. 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 respective successors and permitted assigns. The construction and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. 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 signature page hereto by method of electronic transmission shall be as effective as delivery of a manually executed counterpart.

[SIGNATURE PAGE FOLLOWS]



SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth above.

BUYER:

SAGAMOREHILL OF PORTLAND, LLC

By: 

Name: Matthew Davidge

8/24/23

Title: COO

SELLER:

Edge Spectrum, Inc.

By: 

Name: Randall Weiss

Title: Owner

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

The following equipment at Watertown tower site:

- Linear Digital Transmitter
- Adtec encoder
- 8 Bay Slot Antenna
- Gorman Redlich EAS System
- 1 5/8" Coax, cables, connectors
- Satellite dish system
- Misc. video equipment, mixers, & computer equipment
- Filter
- TV Monitor
- Battery Backup

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No Tangible Personal Property at Pierre tower site is being sold.

No Tangible Personal Property at Eugene Oregon site is being sold.

**Schedule 1.1(b)**  
**Tower Site Leases**

Attached separately

Pierre South Dakota tower lease is not assumed.

Eugene Oregon American Tower lease is not assumed.

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

None.

**Schedule 1.2**  
**Purchase Price Allocation**

Equipment	\$75,000 (seventy five thousand dollars)
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This agreement dated July 29, 2020 by and between (Lessors) John Relyea located at 2700 Jubal Early Highway Boones Mill Va. 24065 and David Adams, 301 Stewart Dr., N. Syracuse NY 13212. Lessee Edge Spectrum, Inc. PO Box 4655, Cedar Hill, TX 75106

Lessors are the owners of a Tower facility located at 20777 Miser Road Carthage N.Y. Lessee desires to use approximately 8 square feet of interior space of the facility for the purpose of installing, maintaining, and operating its antenna thereon. All costs for improvements shall be the responsibility of the Lessee.

Site: 20777 Miser Road Carthage N.Y.

Tower: 59.4 meters Ground elevation 307.8 meters:

Latitude: 43-58-4.6N Longitude: 75-48-21.2W

FAA Study Number: 99-AEA-2926—OE

FCC Reg. No. 1207013

IT IS, THEREFORE AGREED AS FOLLOWS:

1. RIGHT TO USE FACILITIES

On the terms and conditions set forth below, Lessee is hereby granted the right to install a low power TV station legally registered as WTKJ-LP channel 19.

1 Antenna: ERI AL8-2

1 Transmitter: Taylor model CCIR3-1P30-500 watt.

1 Electrical Requirements: 240 volt 20 amp

1 Transmission line 1 5/8 inch coax

1 Transmitting frequencies: 500-506 MHz channel 19 6.3 Kw ERP

So long as Lessee is not in default under this agreement, it shall be provided twenty-four-hour access. In advance of any installation, Lessee shall submit detailed plans and specifications to Lessor for its proposed installation. Such plans and specifications shall be annexed to this Agreement and shall constitute the equipment which Lessee shall be permitted to install hereunder. Lessee shall not change its installation without prior written approval of Lessor.

2. TERM

This agreement shall be in effect for a term of 5 (five) years commencing August 1, 2020 and terminating July 31, 2025 with 2 (two) five-year renewal options effective after the first term. Lessee shall notify Lessor in writing (90) days prior to renewal date Lessee's intention to exercise the renewal option.

3. FEES UTILITIES TAXES

The initial annual base rent for the first term is the sum of \$9,600.00 per year. Lessee agrees to pay Lessor said amount in monthly installments of \$800.00, exclusive of utilities, payable at the Lessor's address above, beginning on August 1, 2020 and payable on the 1<sup>st</sup> day of each month thereafter during

the term of the Lease. Rent payment received on or after the 10<sup>th</sup> day of the month shall be subject to a late charge of 5% of the total rent due for that month. Lessee agrees to pay the Lessor annual increases of 2%. If taxes are raised as a direct result of Lessee, Lessor has the right to increase Lessee's monthly rental proportionately to its use of the total tax on the property.

The Lessee is responsible to pay for their respective usage of electric utilities which averaged \$55 monthly over the most recent 12 months and represented 10% of total power consumption with existing equipment and tenants at time of this contract.

The rent for any partial month shall be pro-rated.

#### 4. INSURANCE

During the term of this Agreement, Lessee and any subcontractor authorized to enter property on behalf of the Lessee shall maintain and keep in full force and effect general public liability insurance in the amount not less than \$1,000,000 (One Million Dollars) combined singled limit coverage. The Lessee will provide the Lessor with a Certificate of Insurance stating that the Lessor is named as an additional insured under the Lessee's blanket public liability insurance policy. Upon failure at any time on the part of the Lessee to pay the premiums for the insurance required by this clause, the Lessor shall be at liberty from time to time as often as such failure shall occur to pay the premiums therefore, and any and all sums so paid for insurance by the Lessor shall be deemed additional rent under this Lease due and payable on the next rent day.

#### 5. INDEMNIFICATION

To the fullest extent permitted by law, the Lessee and the Lessor shall defend, indemnify and hold harmless the opposing party, its officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, which may arise from use and occupancy of the Premises.

#### 6. ATTORNEYS' FEES

In case suit shall be brought for wrongful withholding of possession of the premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant herein contained, in the part of the Lessee to be kept or performed, Lessee shall pay to Lessor a reasonable attorneys' fee which shall be fixed by the court and such attorneys' fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

#### 7. REMOVAL OF EQUIPMENT

If the Lessor so requests either at the expiration of this agreement or at its earliest termination for any cause permitted under this agreement, Lessee shall, within thirty (30) days after such expiration or termination, under the supervision and direction of the Lessor remove from the Lessor's premises all of the Lessee's equipment placed thereon, and Lessee shall restore the premise to its original condition reasonable wear and tear expected.

#### 8. TECHNICAL

Lessor retains the right to use as a community receive antenna any receive antenna which may be needed to serve a second or future users. In such cases future users will incur the burden for the cost of the required splitters and necessary amps to retain current performance level. Under no circumstances would the incumbent suffer reduced performance.

#### 9. TECHNICAL AND ENGINEERING FEASIBILITY

If for technical reasons, the Lease premises become unsuitable for transmission due to (a) Lessee not being able to maintain or obtain any license, permit, or other approval necessary for the construction or operation of the communications facility or: (b) interference or other technical causes which would result in the inability of the site to function properly, Lessee shall have the right to remove its equipment and cease payment of rentals. (c) Lessee shall, pursuant with this clause, give detailed and specific information outlining such cause and give Lessor a 30-day period to cure said interference at Lessor's expense.

#### 10. INTERFERENCE

Should interference occur between co tower users, all parties will make best unbiased efforts to resolve. If it becomes apparent the problem cannot be resolved, the incumbent? will prevail.

#### 11. COMPLIANCE WITH RULES, NO INTERFERENCE

All the equipment of the Lessee used in connection with the undertakings contemplated by this agreement shall be designed, constructed, installed, maintained, and operated in compliance with all applicable rules and regulations of the Federal Communications Commission (FCC), the Federal Aviation Administration (FAA) and all other applicable governmental construction and reception of Lessor. In the event such interference is detected, Lessee shall immediately eliminate such interference through reasonable means.

Lessor acknowledges that it, and not Lessee shall be responsible for compliance with all tower or building marking and lighting requirements which may be required by the Federal Aviation Administration (FAA) or the Federal Communication Commission (FCC). Lessor shall Indemnify and hold harmless Lessee from any fines or other liabilities caused by Lessors failure to comply with such requirements.

Further, should Lessee be cited by either the FCC or FAA because this site is not in compliance, and if Lessor does not cure the conditions of non-compliance within the timeframe allowed by the citing agency, Lessee may terminate this Lease immediately upon notice to Lessor.

#### 12. DEFAULT

If Lessee shall be in default in its payment of its fees hereunder or by failing to perform any of its other obligations hereunder, Lessor shall give Lessee thirty (30) days written notice thereof via registered mail and copied by email. If Lessee shall fail to cure or begin to cure such default within such period, Lessor may terminate this agreement. In which case, Lessee shall have no further rights hereunder.

#### 13. ENTIRE AGREEMENT, GOVERNING LAW

This agreement constitutes the entire agreement of the parties hereto. It shall supersede all prior offers, negotiations, and agreements. No revision of this agreement shall be valid unless made in writing and signed by the parties hereto. This agreement shall be governed by the substantive law of New York.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Lessor:

John Relyea  
2700 Jubal Early Highway  
Boones Mill, VA 24065

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Relyea  
Title: Owner


Lessor:

David Adams  
301 Stewart Dr.  
N. Syracuse NY 13212

By: \_\_\_\_\_ Date: \_\_\_\_\_

Lessee:

Randy Weiss  
Edge Spectrum, Inc.  
Cedar Hill, TX 75106  
972-293-2256

By:  \_\_\_\_\_ Date: August 1, 2020 \_\_\_\_\_  
Title: Owner



This agreement constitutes the entire agreement of the parties hereto. It shall supersede all prior offers, negotiations, and agreements. No revision of this agreement shall be valid unless made in writing and signed by the parties hereto. This agreement shall be governed by the substantive law of New York.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year first above written.

Lessor:

John Relyea  
2700 Jubal Early Highway  
Boones Mill, VA 24065

By: John W Relyea Date: 8/1/2020  
John Relyea  
Title: Owner

Lessor:

David Adams  
301 Stewart Dr.  
N. Syracuse NY 13212

By: David M Adams Date: 8/1/2020

Lessee:

Randy Weiss  
Edge Spectrum, Inc.  
Cedar Hill, TX 75106  
972-293-2256

By: Randy Weiss Date: August 1, 2020  
Title: Owner



July 14, 2020

*By Federal Express*

Josh Weiss  
655 Grigsby Way  
Cedar Hill, TX 75104

RE: Request for Tenant Estoppel Certificate Relating to Tower Site Owned by John Relyea and David Adams located at 20777 Miser Road, Carthage, Jefferson County, New York (the "Property")

Ladies and Gentlemen:

Your landlords, John Relyea and David Adams (together, "Landlord"), intend to assign their interests in the lease with your company (the "Lease") to another company, K2 Towers II, LLC ("K2"), in connection with Landlord's sale to K2 of the Property and the communications tower located on the Property.

In connection with the proposed assignment, K2 and Landlord are requesting that all tenants execute a tenant estoppel certificate. Please review, complete the requested information and sign the enclosed estoppel certificate. If you have your own form of estoppel certificate, you may use that in place of the enclosed certificate.

Also enclosed is a letter from Landlord that authorizes K2 and our firm to request the estoppel certificate.

Please return the executed estoppel certificate to me on or before July 6, 2020 in the enclosed pre-paid FedEx envelope. If you have any questions, please contact me at (216) 566-5894.

Thank you for your time and attention.

Sincerely,



Melissa Stanley  
Enclosures  
cc: Diane S. Leung, Esq. (w/ enclosures)

Melissa.Stanley@ThompsonHine.com Phone 216.566.5894 Fax 216.566.5800

4845-9171-3472



TENANT ESTOPPEL CERTIFICATE  
(Watertown)

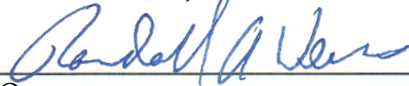
The undersigned ("Tenant") is a party to that Agreement (the "Tower Space License") dated July 29, 2020 by and between John Relyea and David Adams (together, the "Tower Owner") and Tenant, successor-in-interest to EICB-TV East LLC, pursuant to which Tenant is leasing space on the Tower Owner's communications tower (the "Tower") at the tower site located at 20777 Miser Road, Carthage, New York. The Tower Owner is in the process of selling the Tower and related assets, including, without limitation, the Tower Owner's rights and obligations under the Tower Space License (collectively, the "Transferred Assets"), to K2 Towers II, LLC, a Delaware limited liability company ("Buyer"), and hereby requests that Tenant certify certain facts to Buyer in order to induce Buyer to consummate its acquisition of the Transferred Assets.

Tenant hereby covenants, agrees and certifies to Buyer and its successors and assigns that: (i) the Tower Space License is in full force and effect according to its terms; (ii) the present term of the Tower Space License expires on July 31, 2025, subject to renewal according to the terms of the Tower Space License; (iii) except for late payments of rent, neither Tenant nor, to Tenant's knowledge, the Tower Owner is in default under the Tower Space License; (iv) the monthly rental payment due under the Tower Space License is \$ 800.00; (v) the last monthly rental payment was paid on July 15, 2020; (vi) the number of total months of rent that is past due is 0; (vii) the total amount of unpaid rent due is \$ 0; (viii) Tenant will pay its past due balance in full by N/A; (ix) Tenant's equipment is presently installed and operating at the Tower and Tenant does not intend to remove it equipment and facilities from the Tower and/or terminate its utilization of the Tower prior to the expiration of the present term of the Tower Space License; and (x) the Tower Space License has not been amended.

Tenant hereby acknowledges and agrees that Buyer and its successors and assigns will rely on this Certificate in agreeing to acquire the Transferred Assets.

TENANT:

EDGE SPECTRUM, INC.

By:   
Its: Owner

Dated: July 27, 2020

[John Relyea and David Adams Letterhead]

May 29, 2020

To the Tenants of John Relyea and David Adams

RE: Request for Estoppel Certificate Relating to Tower Owned by John Relyea and David Adams located at 20777 Miser Rd., Watertown, NY (Jefferson County) (the "Tower Site")

Ladies and Gentlemen:

Mr. John Relyea and Mr. David Adams (together, the "Landlord") authorize your company and its affiliates (together, the "Company") to provide information requested by K2 Towers II, LLC, through its counsel Thompson Hine, LLP, including without limitation, an estoppel certificate concerning the lease between Landlord and the Company relating to the space the Company leases at the Tower Site.

Please feel free to contact me by phone at ( ) \_\_\_\_\_, if you have any questions.

Very truly yours,

Name:  
Title:

John Relyea  
Partner