

# **Asset Purchase Agreement**

**THIS ASSET PURCHASE AGREEMENT** (the "Agreement") is entered into as of November 7th, 2017 by and between Richard & Lisa Goetz ("Seller"), and News Publishing, LLC. ("Buyer")

**WHEREAS**, Seller owns a Federal Communications Commission ("FCC") Issued Low Power Television construction permit with call letters W11DJ-D (Facility ID: 185022) In Glasgow, KY (the "FCC CP"), and

**WHEREAS**, Seller desires to sell, assign and transfer the FCC CP, and Buyer desires to acquire the FCC CP on terms as described in this Agreement

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

- 1) **Purchase of Construction Permit.** Subject to the terms and conditions hereof and in reliance upon the representations, warranties and agreements contained herein, Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase, acquire, pay for and accept from Seller, all rights, title and interest of Seller in the FCC CP.
- 2) **Purchase Price.** For and in consideration of the conveyances and assignments described herein, Buyer agrees to pay Seller, and Seller agrees to accept from Buyer \$30,000 (thirty thousand dollars) in the form of \$10,000 (ten thousand dollars) with the signed Asset Purchase Agreement and the remainder of \$20,000 (twenty thousand dollars) upon FCC approval (the "Purchase Price").
- 3) **Representations and Warranties of Seller and Buyer.** Seller represents and warrants to Buyer as follows:
  - a) **Authorization.** The execution, delivery, and performance of this Agreement and the consummation of the Transactions, have been duly and validly authorized by all necessary corporate actions of Seller and Buyer. This Agreement constitutes a valid and binding agreement and obligation of Seller and Buyer.
  - b) **Compliance with Laws.** Seller and Buyer are in compliance in all material respects with all laws applicable to their respective businesses. Seller has obtained and holds all permits, licenses and approvals relating to the FCC CP. The Buyer wishes to obtain these authorizations and complies with all laws applicable to FCC ownership of such authorizations. This agreement and all questions relating to its validity, interpretation, performance and enforcement, to the extent not governed by federal communication laws, will be governed by and construed in accordance with and pursuant to the laws of the State of Tennessee.
  - c) **FCC Matters.** The FCC CP constitutes all of the licenses, permits and authorizations that are necessary or required for and/or used in the business and operations of the stations. The FCC CP is valid and in full force and effect. No application, action or proceeding is pending for the renewal or modification of the FCC CP and except for actions or proceeding affecting television broadcast stations generally, no application, complaint, action or proceeding is pending or, to Seller's knowledge, threatened that may result in
    - (i) the revocation, modification, nonrenewal or suspension of any of the FCC Licenses,
    - (ii) the issuance of a cease-and -desist Order,
    - (iii) the imposition of any administrative or judicial sanction with respect to the FCC CP, or
    - (iv) The denial of any application for renewal.There exists no fact, condition or event relating to Seller or the FCC CP as provided for in this Agreement.

- 4) **Closing.** Provided that the conditions set forth in this agreement shall have been satisfied, the closing of this transaction shall be held on the date that is not later than the fifth business day after the date on which the FCC Final Order is granted.
- 5) **Governing Law.** This Agreement shall be governed, construed and enforced by and in accordance with the laws of the state Of Tennessee. Should any conflicts arise from this Agreement, then parties agree that such relief will be exclusively in the courts of Sumner County, Tennessee.
- 6) **Notices.** All notices. demand, requests or other communications which may be or are required to be given or made by any parties to any other party pursuant to this Agreement shall be made in writing and shall be hand delivered, mailed by first class, registered or certified mail, return receipt requested, postage paid, delivered by overnight air carrier, or transmitters by telegram, telex of facsimile transmission or electronic transmission addressed as follows:

If to Seller: Richard & Lisa Goetz  
135N Country Club Dr  
Hendersonville. TN 37075

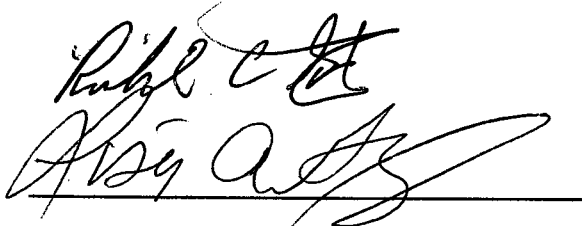
If to Buyer: News Publishing, LLC  
Pipes Gaines  
813 College St  
Bowling Green, KY 42101

Or such other address as the addressee may indicate by written notice to the other parties.

Each notice, demand, request, or communication which shall be given or made in the manner described above and shall be deemed sufficiently given or made for all purposes at such time as it is deliver to the addressee (With return receipt, the delivery receipt, the affidavit of messenger or (with respect to a facsimile or telex) the answerback or (with respect to electronic transmission) electronic evidence of its delivery being deemed conclusive but not exclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

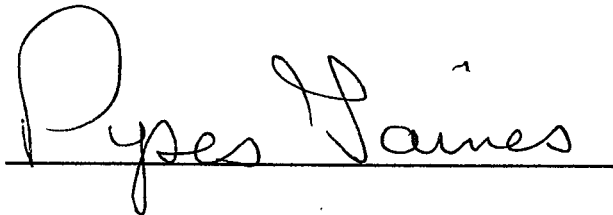
In Witness Whereof, the parties have caused this Agreement to be duly executed as of the day and year first written above;

Seller: Richard & Lisa Goetz

Handwritten signatures of Richard Goetz and Lisa Goetz in black ink, written over a horizontal line.

Richard Goetz: Partner

Buyer: News Publishing, LLC

Handwritten signature of Pipes Gaines in black ink, written over a horizontal line.

Pipes Gaines: President