

**ASSET PURCHASE AGREEMENT**

among

**Direct Communications Rockland**

and

**Bear Lake Communications**

dated as of

**February 15, 2018**

## **ASSET PURCHASE AGREEMENT**

This Asset Purchase Agreement (this "Agreement"), dated as of February 15, 2018 (the "Effective Date"), is entered into by and among Direct Communications Rockland ("Direct"), an Idaho company, and Bear Lake Communications (BLC), a Utah company.

### **RECITALS**

WHEREAS, Direct has consented to the sale of the coaxial plant and strand within Rich County Utah, once used to provide CATV services to Buyer; and

WHEREAS, Direct desires to sell the coaxial plant and strand and associated equipment within Rich County Utah, to BLC and BLC desires to purchase the coaxial plant and strand and associated equipment within Rich County Utah, subject to the terms and conditions set forth in the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **PURCHASE AND SALE**

**Section 1.01 Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, at the Closing, Direct shall sell, assign, transfer, convey and deliver to BLC, and BLC shall purchase from Direct, all of Direct's right, title and interest in, to and under the following assets, properties and rights of Direct, to the extent that such assets, properties and rights exist as of the Closing Date and primarily are used in or relate to the System (collectively, the "Purchased Assets")

including the following:

- (a) all coaxial plant, conduit, and strand in Rich County, UT;
- (b) any franchise;
- (c) any existing right of ways that have been issued.

**Section 1.02 Assumed Liabilities.** Subject to the terms and conditions set forth herein, BLC shall assume the following Liabilities of Direct .


- (a) all liabilities in respect to the condition of the the plant in Rich County,
- (b) all liabilities in respect to the use of existing right of ways.

**Section 1.03 Purchase Price.** The Purchase Price shall be Twelve Thousand and 00/100s Dollars (\$12, 000.00)

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

**Direct Communications Rockland**

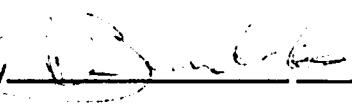
By  \_\_\_\_\_

Name: Timothy May

Title: President

Date: 2/15/2018

**Bear Lake Communications**

By  \_\_\_\_\_

Name: J. Hernandez

Title: CEO

Date: Feb 15 2018