

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is entered into as of June __, 2020 ("Effective Date") by and between VSAT Systems LLC, an Ohio limited liability company with a mailing address of 1520 South Arlington Street, Akron, Ohio 44306 ("Buyer"), and Skycasters, LLC, an Ohio limited liability company with a mailing address of 1520 South Arlington Street, Akron, Ohio 44306 ("Seller"). Buyer and Seller are sometimes hereinafter referred to individually as a "Party" and, collectively, as the "Parties."

Recitals

A. Seller is the owner of all right, title and interest in the property and equipment identified in Exhibit A, attached hereto and incorporated herein by reference (collectively, the "Equipment")

B. Seller desires to sell the Equipment to Buyer, and Buyer desires to acquire the Equipment from Seller, all in accordance with the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Sale of Property and Equipment. Seller hereby sells, transfers, assigns, and conveys the Equipment to Buyer, free and clear of any and all liens and encumbrances. (See attached Schedule)

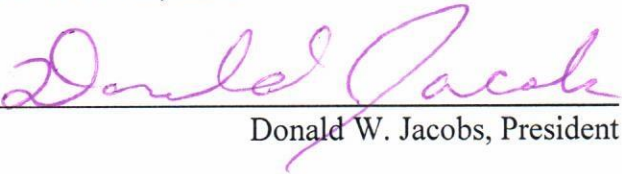
2. Purchase Price. In return for the Equipment Buyer will pay the Seller \$140,285.00 (the "Purchase Price").

3. Governing Law. This Agreement will be governed by and construed pursuant to the laws of the State of Ohio, other than those relating to conflicts of laws.

4. Miscellaneous. This Agreement, including the Recitals, contains the complete and entire understanding of the Parties hereto relative to the subject matter hereof and supersedes any previous communications, representations, or agreements, whether oral or written, with respect to the subject matter hereof. Modification of this Agreement will be binding only if made in writing and signed by the Parties to this Agreement. Neither Party may assign this Agreement without the prior written consent of the other Party. This Agreement will inure to and be binding upon the Parties and their respective successors and permitted assigns. This Agreement may be executed in separate counterparts with different Parties signing different counterparts so long as each Party signs at least one counterpart. Each Party has or had adequate opportunity to meet and discuss the terms of this Agreement with legal counsel, and, consequently, each Party hereby waives the application of any rule of law to the effect that any provision of this Agreement shall be interpreted or construed against the Party whose counsel drafted that provision. This Agreement does not confer any rights upon a person not a party to this Agreement.

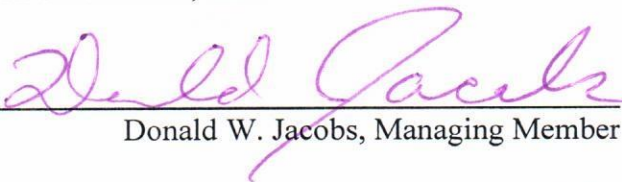
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SKYCASTERS, LLC

By: 
Donald W. Jacobs, President

Buyer

VSAT SYSTEMS, LLC

By: 
Donald W. Jacobs, Managing Member

Seller