

## **MEMBERSHIP INTEREST TRANSFER AGREEMENT**

**THIS MEMBERSHIP INTEREST TRANSFER AGREEMENT** (this “Agreement”) is made as of January 1, 2021 (the “Effective Date”), by and among JAMES L. BREWER, SR. (“Jim Brewer”), VICKI BREWER (“Vicki Brewer”) (Jim Brewer and Vicki Brewer may each be referred to herein as a “Selling Member” and may be collectively referred to as the “Selling Members”), KIRA BREWER HEADLEE (“Purchasing Member”) and BREWER MEDIA GROUP, LLC, a Tennessee limited liability company (the “Company”).

### **WITNESSETH:**

WHEREAS, Jim Brewer owns and holds a 58.84% membership interest in the Company, and Vicki Brewer owns and holds a 41.16% membership interest in the Company; and

WHEREAS, Selling Members desire to sell, transfer and assign to Purchasing Member, and Purchasing Member desires to purchase and acquire, a 30% membership interest in the Company, including, but not limited to, all of the financial rights, capital accounts, voting rights, governance rights, and any rights to an allocable distribution of profits, losses or gain attributable to such 30% interest (the “Membership Interest”), on and as of the Effective Date, in exchange for the consideration set forth herein, pursuant to the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements, covenants, representations and warranties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereinafter set forth, the parties hereto agree as follows:

**1. Assignment and Transfer.** Jim Brewer hereby sells, assigns and transfers to Purchasing Member, on and as of the Effective Date, a 17.84% membership interest in the Company. Vicki Brewer hereby sells, assigns and transfers to Purchasing Member, on and as of the Effective Date, a 12.16% membership interest in the Company. The Membership Interest shall not be represented by a certificate. As a result of these transfers, the following members shall hold the following membership interests in the Company as of the Effective Date:

James L. Brewer, Sr.:	41%
Kira Brewer Headlee:	30%
Vicki Brewer:	29%

**2. Assumption of Obligations.** Purchasing Member hereby assumes all rights, obligations and duties with respect to the Membership Interest acquired from Selling Members as of the Effective Date.

3. **Selling Members' Representations and Warranties.** Each of the Selling Members represents and warrants that: (a) the Membership Interest which they are transferring to the Purchasing Member is being conveyed with good title, free, clear and unencumbered by any lien or other adverse claim; and (b) this Agreement is valid, binding and enforceable by the Company and the Purchasing Member against Selling Members.

4. **Purchasing Member's Representations and Warranties.** Purchasing Member represents and warrants that Purchasing Member has the power and authority necessary to enter into and perform her obligations under this Agreement. Purchasing Member further represents and warrants that this Agreement is valid, binding and enforceable by the Selling Members and the Company against Purchasing Member.

5. **Covenants and Further Assurances.** Purchasing Member agrees to abide by and comply with the terms and provisions of the Company's Operating Agreement and shall sign a Joinder Agreement to such Operating Agreement. Selling Members and Purchasing Member shall, at the request of the other party, take any and all reasonable actions necessary to fulfill their obligations hereunder, and execute and deliver such further instruments of conveyance, sale, transfer and assignment, and take such other actions necessary or desirable to effectuate, record or perfect the transfer of the Membership Interest to Purchasing Member.

6. **Governing Law, Venue and Jurisdiction, Attorney's Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

7. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Agreement shall not be assigned by either party without the other party's prior written consent.

8. **Entire Agreement.** This Agreement contains the full and complete understanding of the parties hereto with respect to the acquisition of the Membership Interest and all other transactions contemplated herein, and supersedes all prior agreements or understandings by and between the parties hereto relating to the subject matter hereof.

9. **Amendment.** This Agreement may be amended, modified or supplemented only by written instruments signed by Purchasing Member, Selling Members and the Company.

10. **Counterparts and Facsimile Signatures.** This Agreement may be executed in one or more counterparts and by facsimile signatures, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

*[Signatures on Following Page]*

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

**SELLING MEMBERS:**

\_\_\_\_\_  
James L. Brewer, Sr.

\_\_\_\_\_  
Vicki Brewer

**PURCHASING MEMBER:**

\_\_\_\_\_  
Kira Brewer Headlee

**COMPANY:**

BREWER MEDIA GROUP, LLC

By: \_\_\_\_\_  
James L. Brewer, Sr., President