

MEMBER INTEREST PURCHASE AGREEMENT

This Agreement made and entered into as of the 30th day of December, 2020, by and between JON E. KHACHATURIAN (hereinafter referred to as "JON") and TAG INVESTMENT, LLC (hereinafter referred to as "TAG").

WITNESSETH:

WHEREAS, JON is the owner and holder of 100 Units of Member Interest representing thirty-three and one-third per cent (33.3%) Member Interest in S.J. BROADCASTING, LLC, an Illinois limited liability company (the "Company"); and

WHEREAS, JON desires to sell and TAG desires to purchase the entire Member Interest in the Company owned by JON; and

WHEREAS, The parties have agreed to the terms and conditions for such sale and the terms and conditions of other related matters and desire to reduce the terms of their agreement to writing.

NOW THEREFORE, In consideration of the mutual covenants and conditions contained herein the parties agree as follows:

1. JON agrees to sell and TAG agrees to purchase the one hundred (100) Units of Member Interest represented by Certificate #3 in the Company for the purchase price of One Dollar (\$1.00).

2. The purchase price shall be paid to JON at the closing of this transaction upon delivery of the Certificate #3. The closing of this transaction shall occur at 10:00 am on December 30, 2020 at the offices of Meyer Capel, A Professional Corporation, 306 W. Church Street, Champaign, Illinois or at such other location as the parties may agree; provided, however, that closing shall not occur until the conditions set forth in Section 11 have been met and closing shall automatically be extended until such time. The purchase price shall be paid by TAG making a cash payment to JON in the entire amount of the purchase price.

3. The parties acknowledge that it is their mutual intent that TAG be treated as a member of the Company with respect to the Member Interest of the Company being purchased hereunder effective as of 12:01 am December 31, 2020 regardless of when the final payment is delivered in accordance with paragraph 2 above.

4. TAG individually expressly acknowledges and warrants as follows:

(a) TAG has been furnished with all information and materials relating to the Company and to the purchase of the Member Interests contemplated hereby as TAG has requested and TAG has been afforded the opportunity to obtain any additional information necessary to verify the accuracy of the information and materials so furnished.

(b) TAG is aware that its investment in the Member Interests involves substantial risk; TAG has no need for liquidity of the interests and TAG is financially in a position to hold the Member Interests for an indefinite period of time and to bear the economic risks associated therewith and to withstand a complete loss of TAG's investment in the Member Interests.

(d) TAG acknowledges that it is aware that at the present time (i) there is no public trading market for the Member Interests; (ii) the Member Interests will be restricted as to their transferability and value by the Operating Agreement of the Company; and (iii) there can be no assurance that a public trading market for the Member Interests will ever develop.

5. JON shall be entitled to receive any distributions with respect to the Member Interests made by the Company representing operations conducted in 2020. TAG shall be entitled to receive any distributions with respect to the Member Interests made by the Company representing operations conducted in 2021 and thereafter.

6. JON and TAG shall execute such further instruments and take such further action as be reasonably necessary to carry out the intent of this Agreement.

7. JON INDIVIDUALLY DOES HEREBY DECLARE THAT HE HAS RELIED UPON HIS OWN KNOWLEDGE AND JUDGMENT SOLELY AND ENTIRELY. JON INDIVIDUALLY ACKNOWLEDGES THAT HE HAS BEEN ADVISED TO CONSULT AN ATTORNEY AND AN ACCOUNTANT OF HIS CHOICE IN ORDER TO FULLY ANALYZE THE FINANCIAL AND LEGAL EFFECT OF THIS AGREEMENT FOR SALE OF MEMBER INTERESTS.

8. This Agreement shall be binding upon the parties hereto and upon their respective legal representatives, heirs, successors, administrators and assigns.

9. The language used in this Agreement shall be deemed to be the language approved by all parties to this Agreement to express their mutual intent and no rule of strict construction shall be applied against any party.

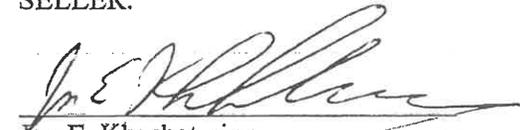
10. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois. If any provision of this Agreement is declared void or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement which shall otherwise remain in full force and effect.

11. Subject to the terms and conditions set forth herein, the consummation of the transactions contemplated herein (the “Closing”) shall occur within five (5) business days after the FCC Consent shall have become a Final Order (as hereinafter defined) (the “Closing Date”). As used herein, the term “Final Order” means a written action or order issued by the FCC setting forth the FCC Consent (a) which has not been reversed, stayed, enjoined, set aside, annulled or suspended, and (b) with respect to which (i) no requests have been filed for administrative or judicial review, reconsideration, appeal or stay, and the time for filing any such requests and for the FCC to set aside the action on its own motion (whether upon reconsideration or otherwise) has expired, or (ii) in the event of review, reconsideration or appeal, the time for further review, reconsideration or appeal has expired. Notwithstanding the foregoing, TAG, at its sole option, may elect to proceed with the Closing at any time following FCC Consent but prior to the date on which the FCC Consent shall have become a Final Order. All actions taken at the Closing will be considered as having been taken simultaneously and no such actions will be considered to be completed until all such actions have been completed.

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

SELLER:



Jon E. Khachaturian

PURCHASER:

TAG INVESTMENT, LLC

By: 

Spencer C. Atkins, President