

**LIMITED LIABILITY COMPANY
MEMBERSHIP UNIT PURCHASE AGREEMENT**

This **LIMITED LIABILITY COMPANY MEMBERSHIP UNIT PURCHASE AGREEMENT** (this “Agreement”) is made and entered into as of this 14th day of January, 2022, by and between Joseph D. Morrissey, an individual residing in the Commonwealth of Virginia (“Seller”), and Common Sense Media LLC, a Virginia limited liability company (“Buyer”).

RECITALS

WHEREAS, Seller owns 41.9% of the membership units (“Units”) of MAGA Radio Network LLC, a Virginia limited liability company (the “Company”);

WHEREAS, the entire authorized membership units of the Company have been issued to the following individuals:

<u>Member</u>	<u>Membership Share (%)</u>
John Fredericks	41.9
Joseph D. Morrissey	41.9
Leila M. Boneta	6.5
Julian T. Walker	6.5
Dennis A. Black	3.2

No other units of the Company are issued or outstanding.

WHEREAS, in October 2018, Seller made a capital investment of Sixty-Five Thousand Dollars (\$65,000.00) in the Company (the “Investment”);

WHEREAS, the Company is the owner and licensee of FM broadcast station WJFN-FM, Goochland, Virginia (FCC Facility ID No. 87127) (the “Station”);

WHEREAS, Seller desires to convey to Buyer and Buyer desires to acquire from Seller the Units; and

WHEREAS, the parties recognize that the Units shall not be conveyed to Buyer without the prior consent of the Federal Communications Commission (the “FCC” or “Commission”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the parties, intending to be legally bound, agree as follows:

ARTICLE 1 **SALE OF UNITS**

1.1 **Sale of Units.** On the terms and subject to the conditions set forth in this Agreement, on the Closing Date (as defined in Section 3.1), Seller shall assign, transfer, convey, and deliver to Buyer, and Buyer shall acquire from Seller, all right, title, and interest of Seller in and to the Units.

ARTICLE 2 **PURCHASE PRICE**

2.1 **Consideration.** In exchange for the Units, Buyer shall pay Seller One Hundred Thirty Thousand Dollars (\$130,000.00) (the "Purchase Price") at the Closing as defined in Section 3.1 of this Agreement.

2.2 **Sale of Station.** Should the Company elect to sell the Station before Closing, Buyer shall pay Seller a portion of the Station sale proceeds, which shall be equal to the difference between the proportional share of the Station sale proceeds based on the Units and Seller's Investment.

ARTICLE 3 **CLOSING**

3.1 **Closing.** The consummation of the transactions contemplated in this Agreement (the "Closing") shall occur (a) within ten (10) business days after the FCC Consent (as defined in Section 4.1) to the transfer of control of the Company or (b) at such later date as may be mutually agreed to by the parties (the "Closing Date"). Notwithstanding the foregoing, should a petition to deny or other protest be filed against the FCC Application (as defined in Section 4.2) on or before the Closing Date, Buyer may elect to postpone the Closing until ten (10) business days after the FCC Consent has become a Final Order.

For purposes of this Agreement, a "Final Order" shall mean action by the FCC granting the FCC Application (as defined in Section 4.2) which is not reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which action no timely request for stay, petition for rehearing or reconsideration, application for review, or appeal is pending, and as to which the time for filing any such request, petition, application, or appeal, or for reconsideration by the FCC on its own motion, has expired. The Closing shall be held by the electronic exchange of the documents to be delivered at Closing as provided in Article 10. If the parties close prior to the date on which the FCC Consent has become a Final Order and the FCC Consent subsequently is reversed or otherwise set aside, the parties shall take those steps necessary to unwind the transaction and place the parties, to the extent possible, in the position in which they were situated prior to the Closing.

ARTICLE 4

GOVERNMENTAL CONSENTS

4.1 **Consents.** The occurrence of the Closing is subject to and conditioned upon prior FCC consent (the “FCC Consent”) to the transfer of control of the Station’s FCC license to Buyer.

4.2 **FCC Application.** Seller and Buyer shall file an application with the FCC (the “FCC Application”) requesting the FCC Consent within five (5) business days following the date of execution of this Agreement. Buyer and Seller shall diligently prosecute the FCC Application and otherwise use their best efforts to obtain the FCC Consent as soon as possible.

4.3 **General.** Seller and Buyer shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Seller and Buyer shall furnish each other with information and assistance as the other may reasonably request in connection with its preparation of any governmental filing hereunder.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF SELLER

5.1 **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Buyer.

(a) **Capacity and Binding Effect.** Seller has all requisite capacity to enter into this Agreement and to consummate the transactions contemplated hereby. Seller’s execution, delivery, and performance of this Agreement and the transactions contemplated hereby constitutes the valid and binding obligation of Seller, enforceable in accordance with its terms.

(b) **Absence of Conflicting Agreements or Required Consents.** Except for the FCC Consent contemplated in this Agreement, the execution and delivery of this Agreement shall not: (i) violate, conflict with, or result in any breach or default of any provision of the organizational documents of Seller or the Company; (ii) require the consent of any third party not affiliated with Seller, other than consents which will be received prior to Closing; (iii) violate any applicable statute, ordinance, law, judgment, settlement, order, injunction, decree, rule, regulation, or ruling of any court administrative agency or commission or other governmental authority or instrumentality (a “Governmental Authority”) applicable to Seller or the Company; and (iv) either alone or with the giving of notice or the passage of time, violate the terms, conditions, or provisions of, or constitute a default or breach under, any agreement, instrument, license, or permit to which Seller or the Company is now subject.

(c) **Membership.** Seller owns and holds all legal and beneficial right, title, and interest in and to the Units, free and clear of liens.

(d) **Litigation.** There is no action, suit, litigation, inquiry, judicial or administrative proceeding, or arbitration pending or, to the knowledge of Seller, threatened against Seller with respect to the Units. No complaint was filed during the present FCC license

terms of the Station before any Governmental Authority that alleges unlawful discrimination in the employment practices of the Company with respect to the Station.

(e) **Broker, Commission, or Finder's Fees.** Neither Seller nor any entity acting on behalf of Seller has agreed to pay a broker's commission, finder's fee, or similar payment in connection with this Agreement or any matter related hereto.

5.2 **No Other Representations or Warranties by Seller.** Buyer agrees that, except for the representations and warranties (including the schedules with respect thereto) made by the Seller and set forth in this Article 5, neither Seller nor any representative of Seller has made and shall not be construed as having made to the Buyer or to any representative of Buyer, and neither the Buyer nor any representative of Buyer has relied upon, any other representation or warranty of any kind.

ARTICLE 6 **REPRESENTATIONS AND WARRANTIES OF BUYER**

6.1 **Representations and Warranties of Buyer.** Buyer hereby makes the following representations and warranties to Seller.

(a) **Capacity and Binding Effect.** Buyer has all requisite capacity to enter into this Agreement and to consummate the transactions contemplated hereby. Buyer's execution, delivery, and performance of this Agreement and the transactions contemplated constitutes the valid and binding obligation of Buyer, enforceable in accordance with its terms.

(b) **Qualification.** Buyer is legally, financially, and otherwise qualified to be the acquire and own the Units under the Communications Act of 1934, as amended, and the rules, regulations, and policies of the FCC. There are no facts that would disqualify Buyer as an assignee of the Units or as the owner and operator of the Station. There is no action, suit, or proceeding pending or threatened against Buyer which could materially adversely affect Buyer's ability to perform its obligations hereunder.

(c) **Absence of Conflicting Agreements or Required Consents.** Except for the FCC Consent contemplated in this Agreement, the execution, delivery, and performance of this Agreement by Buyer shall not: (i) require the consent of any third party not affiliated with Buyer, other than consents which will be received prior to Closing; (ii) violate any applicable statute, ordinance, law, judgment, settlement, order, injunction, decree, rule, regulation, or ruling of any governmental entity applicable to Buyer; and (iii) either alone or with the giving of notice or the passage of time, violate the terms, conditions, or provisions of, or constitute a default or breach under, any agreement, instrument, license, or permit to which Buyer is now subject.

(d) **Litigation; Compliance with Law.** There is no litigation, administrative action, suit, claim, arbitration, or other proceeding, or petition, complaint, or investigation before any court or governmental entity pending against Buyer that would adversely affect Buyer's ability to perform its obligations pursuant to this Agreement or the agreements to be executed by Buyer in connection herewith. Buyer has committed no violation of any applicable law, statute, regulation, or ordinance or any other requirement of any governmental entity or court which

would have an adverse effect on Buyer or Buyer's ability to perform Buyer's obligations pursuant to this Agreement or the agreements to be executed in connection herewith.

(e) **Broker, Commission, or Finder's Fees.** Neither Buyer nor any entity acting on behalf of Buyer has agreed to pay a broker's commission, finder's fee, or similar payment in connection with this Agreement or any matter related hereto.

ARTICLE 7

JOINT COVENANTS

7.1 **Joint Covenants.** Buyer and Seller covenant and agree that, pending the Closing and except as otherwise agreed to in writing, they shall act in accordance with the following:

(a) **Confidentiality.** Each of the parties hereto will hold in confidence, and will cause its respective directors, officers, employees, accountants, counsel, financial advisors, and other representatives and affiliates to hold in confidence, all non-public information received from the other party hereto (collectively, "**Confidential Information**"); provided, however, that the term "**Confidential Information**" does not include any information that: (i) at the time of disclosure or thereafter is generally available to and known by the public (other than as a result of a disclosure directly or indirectly by the party hereto which received such information (the "**Recipient**")); (ii) was available to the Recipient from a source other than the other parties hereto; or (iii) has been independently acquired or developed by the Recipient without violating any of its obligations under this Agreement. The obligation to keep Confidential Information confidential shall not apply to any information that is required to be disclosed pursuant to any court action or any proceeding before a Governmental Authority. In the event this Agreement is terminated for any reason, each party hereto, upon the request of the party hereto, shall promptly return to the requesting party all copies of Confidential Information in its possession and shall destroy all analysis, studies, and documents prepared by it which contain any Confidential Information.

(b) **Cooperation.** Buyer and Seller shall cooperate fully with one another in taking any actions, including actions to obtain the required consent of any governmental instrumentality or any third party necessary or helpful to accomplish the transactions contemplated by this Agreement.

(c) **Public Announcements.** Prior to the Closing, neither Buyer nor Seller shall issue any press release or make any public disclosure with respect to the transactions contemplated by this Agreement without the prior written approval of the other party, except: (i) Buyer and Seller may make any disclosure as may be required by applicable law; and (ii) Buyer and Seller may each continue such communications as may be legally required or necessary or appropriate and not inconsistent with the best interests of the other party or the prompt consummation of the transactions contemplated herein.

ARTICLE 8
CONDITIONS OF CLOSING BY BUYER

8.1 **Obligations of Buyer.** The obligations of Buyer hereunder are, at its option (other than with respect to the condition that the FCC Consent shall have been issued, which condition may not be waived), subject to satisfaction at or prior to the Closing Date of all of the following conditions:

(a) **Representations and Warranties.** All representations and warranties of Seller made in this Agreement or in any exhibit, schedule, or document delivered pursuant hereto shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date, except for changes expressly permitted or contemplated by the terms of this Agreement and except those given as of a specified date;

(b) **Compliance with Agreement.** All of the terms, covenants, and conditions to be complied with and performed by Seller on or prior to the Closing Date shall have been complied with or performed in all material respects;

(c) **FCC Consents.** The FCC Consent shall have been obtained without any conditions that are materially adverse to Buyer and no court or governmental order prohibiting Closing shall be in effect;

(d) **Adverse Proceedings.** No injunction, order, stipulation, settlement, writ, decree, or judgment of any court, agency, or other governmental entity shall have been rendered against Seller or Buyer which would render it unlawful, as of the Closing Date, to effectuate the transactions contemplated by this Agreement in accordance with its terms; and

(e) **Closing Documents.** Seller shall have delivered or caused to be delivered to Seller, on the Closing Date, the Closing documents specified in Section 10.1.

ARTICLE 9
CONDITIONS OF CLOSING BY SELLER

9.1 **Obligations of Seller.** The obligations of Seller hereunder are, at its option (other than with respect to the condition that the FCC Consent shall have been issued, which condition may not be waived), subject to satisfaction at or prior to the Closing Date of all of the following conditions:

(a) **Representations, Warranties, and Covenants.** All representations and warranties of Buyer made in this Agreement or in any exhibit, schedule, or document delivered pursuant hereto, shall be true and complete in all material respects as of the date hereof and on and as of the Closing Date as if made on and as of that date, except for changes expressly permitted or contemplated by the terms of this Agreement and except those given as of a specified date;

(b) **Compliance with Agreement.** All the terms, covenants, and conditions to be complied with and performed by Buyer on or prior to the Closing Date shall have been complied with or performed in all material respects;

(c) **FCC Approval.** The FCC Consent shall have been obtained and no court or governmental order prohibiting Closing shall be in effect; and

(d) **Adverse Proceedings.** No injunction, order, stipulation, settlement, decree, judgment, or writ of any court, agency, or other governmental entity shall have been rendered against Buyer or Seller which would render it unlawful, as of the Closing Date, to effectuate the transactions contemplated by this Agreement in accordance with its terms; and

(e) **Closing Documents.** Buyer shall have delivered or caused to be delivered to Seller, on the Closing Date, the Closing documents specified in Section 10.2.

ARTICLE 10

DOCUMENTS TO BE DELIVERED AT THE CLOSING

10.1 **Documents to be Delivered by Seller.** At the Closing, Seller will deliver to Buyer the following, at the expense of Seller and in proper form for recording when appropriate:

(a) **Transfer Documents.** Such bills of sale, assignments, and other good and sufficient instruments of transfer as Buyer may reasonably request in order to convey and transfer to Buyer title to the Units; and

(b) **Other Documents.** Such additional information and materials as Buyer shall reasonably request.

10.2 **Documents to be Delivered by Buyer.** At the Closing, Buyer will deliver to Seller, at the expense of Buyer:

(a) **Purchase Price.** A wire transfer in immediately available funds of the amount specified in Section 2.1, subject to any adjustments; and

(b) **Other Documents.** Such additional information and materials as Seller shall reasonably request.

ARTICLE 11

TRANSFER TAXES, FEES, AND EXPENSES

11.1 **Expenses.** Each party to this Agreement shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation, and performance of and compliance with the terms of this Agreement.

11.2 **Transfer Taxes and Similar Charges.** Any sales or transfer taxes incurred as a result of the closing of the transactions provided for in this Agreement shall be paid by Buyer.

11.3 **FCC Filing Fee.** The filing fee for the application seeking the FCC Consent shall be borne equally by the Buyer and Seller.

ARTICLE 12

SURVIVAL; INDEMNIFICATION

12.1 **Survival.** The representations and warranties in this Agreement shall survive Closing for a period of twelve (12) months from the Closing Date whereupon they shall expire and be of no further force or effect.

12.2 Indemnification.

(a) **Seller Indemnification of Buyer.** From and after the Closing, Seller shall defend, indemnify, and hold Buyer harmless from and against any and all losses, costs, damages, liabilities, and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Buyer arising out of or resulting from: (i) any breach of any representation or warranty of the Seller hereunder; or (ii) any breach or default by Seller of any covenant or agreement under this Agreement.

(b) **Buyer Indemnification of Seller.** From and after the Closing, Buyer shall defend, indemnify, and hold harmless Seller from and against any and all Damages incurred by Seller arising out of or resulting from: (i) any breach of any representation or warranty of Buyer hereunder; or (ii) any breach or default by Buyer of any covenant or agreement under this Agreement.

12.3 **Procedures.** The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim, or assertion of liability by third parties or other circumstances that could give rise to an indemnification obligation hereunder against the indemnifying party (a "Claim"), but a failure to give such notice or delaying such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement, except to the extent the indemnifying party's ability to remedy, contest, defend, or settle with respect to such Claim is thereby prejudiced. The obligations and liabilities of the parties with respect to any Claim shall be subject to the following terms and conditions:

(a) The indemnifying party shall have the right to undertake, by counsel or other representatives of its own choosing, the defense or opposition to such Claim;

(b) In the event that the indemnifying party shall elect not to undertake such defense or opposition, or, within twenty (20) days after written notice (which shall include a description of background information explaining the basis for such Claim) of any such Claim from the indemnified party, the indemnifying party shall fail to undertake to defend or oppose, the indemnified party (upon further written notice to the indemnifying party) shall have the right to undertake the defense, opposition, compromise, or settlement of such Claim, by counsel or other representatives of its own choosing, on behalf of and for the account and risk of the indemnifying party (subject to the right of the indemnifying party to assume defense of or

opposition to such Claim at any time prior to settlement, compromise, or final determination thereof);

(c) Anything herein to the contrary notwithstanding: (i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise, or settlement of the Claim; (ii) the indemnifying party shall not, without the indemnified party's written consent, settle, or compromise any Claim or consent to entry of any judgment which does not include as an unconditional term thereof the giving by the claimant or the plaintiff to the indemnified party of a release from all liability in respect of such Claim; and (iii) in the event that the indemnifying party undertakes defense of or opposition to any Claim, the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel or other representatives concerning such Claim and the indemnifying party and the indemnified party and their respective counsel or other representatives shall cooperate in good faith with respect to such Claim; and

(d) All claims not disputed shall be paid by the indemnifying party within thirty (30) days after receiving notice of the Claim. "Disputed Claims" shall mean claims for Damages by an indemnified party which the indemnifying party objects to in writing within thirty (30) days after receiving notice of the Claim. In the event there is a Disputed Claim with respect to any Damages, the indemnifying party shall be required to pay the indemnified party the amount of such Damages for which the indemnifying party has, pursuant to a final determination, been found liable within ten (10) days after there is a final determination with respect to such Disputed Claim. A final determination of a Disputed Claim shall be: (i) a judgment of any court determining the validity of a Disputed Claim, if no appeal is pending from such judgment and if the time to appeal therefrom has elapsed; (ii) an award of any arbitration determining the validity of such disputed claim, if there is not pending any motion to set aside such award and if the time within which to move to set aside such award has elapsed; (iii) a written termination of the dispute with respect to such claim signed by the parties thereto or their attorneys; (iv) a written acknowledgment of the indemnifying party that it no longer disputes the validity of such claim; or (v) such other evidence of final determination of a disputed claim as shall be acceptable to the parties. No undertaking of defense or opposition to a Claim shall be construed as an acknowledgment by such party that it is liable to the party claiming indemnification with respect to the Claim at issue or other similar Claims.

ARTICLE 13

TERMINATION

13.1 **Termination.** This Agreement may be terminated at any time prior to Closing as follows:

- (a) by mutual written consent of Seller and Buyer;
- (b) by written notice of Seller to Buyer, if Buyer (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults

in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Buyer to Seller if Seller (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

(d) by written notice of either party to the other if the FCC denies the FCC Application;

(e) by written notice of Buyer to Seller if the FCC Consent includes a condition that is materially adverse to Buyer;

(f) by written notice of either party to the other if the Closing shall not have been consummated on or before the date twelve (12) months after the date of this Agreement and the party seeking to terminate this Agreement is not then in breach of this Agreement.

The term “Cure Period” as used herein means a period commencing the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing for a period of thirty (30) days thereafter; provided, however, that if the breach or default cannot reasonably be cured within such period, but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date.

13.2 **Specific Performance.** Seller agrees that the Units are unique and cannot be readily obtained on the open market and that Buyer will be irreparably injured if this Agreement is not specifically enforced. Therefore, if Buyer institutes any action specifically to enforce Seller’s performance under this Agreement, Seller agrees to waive the defense that Buyer has an adequate remedy at law and to interpose no opposition, legal or otherwise, as to the propriety of specific performance as a remedy.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.1 **Further Assurances.** After the Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby to exchange assets and assume obligations as contemplated by this Agreement.

14.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer may assign this Agreement upon prior written notice to (but without having first received consent of) Seller if such assignment is to an entity controlled by Buyer and such assignment does not cause delay in processing the FCC Application or delay the FCC Consent. Notwithstanding the foregoing, no

assignment of this Agreement shall relieve any party of its obligations hereunder. With respect to any permitted assignment, the parties shall take all such actions as are reasonably necessary to effectuate such assignment, including but not limited to cooperating in any appropriate filings with the FCC or other governmental authorities. All covenants, agreements, statements, representations, warranties, and indemnities in this Agreement by and on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto.

14.3 **Amendments.** No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension, or discharge is sought.

14.4 **Headings.** The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

14.5 **Governing Law and Venue.** The construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Virginia without giving effect to the choice of law provisions thereof.

14.6 **Notices.** Any notice, demand, or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, on the day after delivery to a nationally recognized overnight courier service if sent by an overnight delivery service for next morning delivery or when delivered by facsimile transmission, and shall be addressed as follows (or to such other address as any party may request by written notice):

If to Seller: Joseph D. Morrissey
701 German School Road
Richmond, VA 23225

If to Buyer: Common Sense Media LLC
317 Wildlife Trace
Chesapeake, VA 23320

If to Buyer, with a copy (which shall not constitute notice) to:

Baker & Hostetler LLP
1050 Connecticut Avenue, NW, Suite 1100
Washington, DC 20036
Attn: Davina S. Sashkin, Esq.

14.7 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the

same instrument. Signatures on this Agreement transmitted by electronic means shall be deemed to be original signatures for all purposes of this Agreement.

14.8 **No Third-Party Beneficiaries.** Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

14.9 **Severability.** The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal, or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal, or unenforceable provision deleted, and the validity, legality, and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

14.10 **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and thereto and supersedes any and all prior agreements, arrangements, and understandings relating to the matters provided for herein.

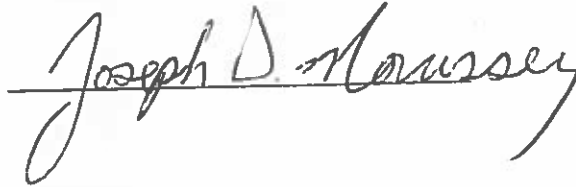
14.11 **Interpretation.** In this Agreement, the singular includes the plural and the plural the singular; the word “it” shall include all pronouns connoting other genders, as the context requires; the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation;” references to Sections or Exhibits are to those of this Agreement unless otherwise indicated; references to laws and regulations, unless otherwise specified, shall be deemed to include all corresponding provisions of subsequent or superseding laws and regulations affecting the same; references to agreements and other contractual instruments, unless otherwise specified, shall be deemed to include all subsequent amendments and other modifications to such instruments in accordance with the terms thereof; the phrase “and/or” shall be deemed to mean the words both preceding and following such phrase, or either of them; and “days” refers to calendar days unless otherwise indicated.

[SIGNATURE PAGE FOLLOWS]

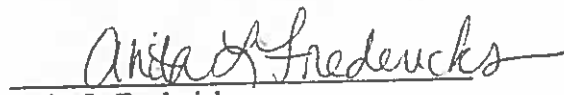
**SIGNATURE PAGE TO LIMITED LIABILITY COMPANY
MEMBERSHIP UNIT PURCHASE AGREEMENT**

IN WITNESS WHEREOF, each of the parties has caused this Limited Liability Company Membership Unit Purchase Agreement to be duly executed and delivered as of the date first above written.

SELLER: JOSEPH D. MORRISSEY

A handwritten signature in cursive script, reading "Joseph D. Morrissey", written over a horizontal line.

BUYER: COMMON SENSE MEDIA LLC

A handwritten signature in cursive script, reading "Anita L. Fredericks", written over a horizontal line.
Anita L. Fredericks
Manager