

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of this \_\_\_\_ day of September, 2019, by BASIC HOLDINGS, LLC, a New Hampshire limited liability company (“Seller”) and SAGA COMMUNICATIONS OF NEW ENGLAND, LLC, a Delaware limited liability company (“Buyer”).

Recitals

A. Seller holds a license for the operation of FM Translator Station W295BL, Manchester, New Hampshire (with FCC Facility ID No. 139440) on FM Channel 295 pursuant to certain authorizations (FCC License No. BLFT-20160314ABE)(the “FCC License”) issued by the Federal Communications Commission (the “FCC”). Seller owns certain tangible assets (“Assets”) used or useful in the operation of Station W295BL. (The FCC License and Assets are sometimes collectively referred to herein as “Station”)

B. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the Station.

Agreement

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1: PURCHASE OF STATION

1.1. Station. On the terms and subject to the conditions hereof, at the Closing (defined below), Seller shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase and acquire from Seller, all right, title and interest of Seller in the Station, which includes the Assets as listed on *Schedule 1.1* and the Station’s FCC License including any renewals or modifications thereof between the date hereof and Closing. The Station shall be transferred to Buyer free and clear of liens, claims and encumbrances.

1.2. No Assumption of Obligations. Except for the “Tower License,” copy attached as *Schedule 1.2*, which Buyer will assume at the Closing, Buyer is not assuming any obligations of Seller. By the Closing, Seller will cause a complete counterpart of the Tower License to be properly assigned from Great Eastern Radio LLC, to Seller, and from Seller to Buyer.

1.3. Purchase Price. In consideration for the sale of the Station to Buyer, under the conditions set forth herein, Buyer shall pay Seller the total sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) (the “Purchase Price”). The Purchase Price shall be paid as follows:

(a) Within five (5) business days of the execution of this Agreement, Buyer will deposit with Gary S. Smithwick, Esq., President of Smithwick & Belendiuk, P.C., 5028 Wisconsin Avenue, NW, Suite 301, Washington, DC 20016 (“Escrow Agent”) the sum of TEN THOUSAND DOLLARS (\$10,000.00) (“Down Payment”) to be held in Escrow Agent’s IOLTA trust account at Wells Fargo Bank in Washington, DC. Escrow Agent will distribute the Down Payment pursuant to Buyer and Seller’s joint written instructions either at Closing or in the event of a termination of this agreement for any reason other than a breach by Seller of its obligations

under this Agreement. The Down Payment will be credited to Buyer at the Closing. Should Seller desire the Down Payment to be sent by wire transfer to Seller, Escrow Agent may deduct any fees imposed by the bank. Escrow Agent will charge no fee for his service as Escrow Agent.

(b) On the Closing Date, Buyer shall pay Seller the remainder of the Purchase Price by wire transfer of immediately available funds. (For purposes of clarification, the remainder will be the sum of ONE HUNDRED NINETY THOUSAND DOLLARS (\$190,000.00)).

1.4. Closing. The consummation of the sale and purchase of the Station provided for in this Agreement (the "Closing") shall take place on or before the tenth (10th) business day after the date the FCC Assignment Consent becomes a "Final Order" (as defined herein) unless Buyer waives this requirement in writing, subject to the satisfaction or waiver of the conditions set forth in Articles 3 or 4 below. The date on which the Closing is to occur is referred to herein as the "Closing Date." Notwithstanding any provision herein to the contrary, Seller shall have the right to delay the Closing Date to January 2, 2020 in its sole discretion.

1.5. FCC Matters.

(a) Assignment Application. Within five (5) business days following the date of execution of this Agreement, Buyer and Seller shall file an application with the FCC (the "FCC Assignment Application") requesting FCC consent to the assignment of the Station's FCC License to Buyer. FCC consent to the FCC Assignment Application without any material adverse conditions, other than those of general applicability, is referred to herein as the "FCC Assignment Consent." Buyer and Seller shall diligently prosecute the FCC Assignment Application and otherwise use their commercially reasonable efforts to obtain the FCC Assignment Consent as soon as possible. Seller and Buyer shall split evenly any filing and/or grant fees imposed by the FCC.

(b) Cooperation. Buyer and Seller 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. Buyer and Seller shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder.

1.6. Control of Station Pending Closing. Notwithstanding anything herein to the contrary, at all times, Seller shall have control over the Station until the Closing.

## ARTICLE 2: SELLER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1. Seller's Representations and Warranties. The following representations and warranties shall survive from the Closing Date for the periods specified in Section 7.1. For purposes of this Article 2, all references to the "knowledge of Seller," to "Seller's knowledge" or words of similar import shall mean the actual knowledge of Seller's officers, members and employees after due inquiry. Seller represents and warrants to Buyer as of the date hereof and as of the Closing Date, with respect to the Station, as follows:

2.2. Formation, Standing and Power. Seller is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of New Hampshire, is qualified to do business in the State of New Hampshire, and has all necessary power and authority to own, use and transfer its properties and the Assets and to transact its business as now being conducted. Except as set forth in the foregoing sentence, there are no other jurisdictions in which the character or use of the Assets or the nature of Seller's business makes necessary the licensing or qualification of Seller to do business.

2.3. Authority for Transaction. Seller's execution and delivery of this Agreement, its compliance with its provisions, and the consummation of all of the transactions contemplated herein have all been duly and validly authorized by all necessary action on the part of Seller and its members, and this Agreement is valid and binding upon Seller in accordance with its terms.

2.4. FCC Licenses. Seller is, and on the Closing Date will be, the holder of the FCC License, which is in full force and effect. The FCC License constitutes all material licenses, permits and governmental authorizations and approvals necessary for the operation of the Station. No proceeding (judicial, administrative or otherwise) has been commenced or, to Seller's knowledge, threatened, against the Station, or in respect of the FCC License, which could lead to a revocation, suspension or limitation of the rights under any FCC License. Seller is in material compliance with all of its obligations under the FCC License, including its obligations under the Communications Act of 1934, as amended (the "Communications Act") and the rules and regulations of the FCC promulgated thereunder (herein "Communications Laws"). The FCC License will not expire prior to April 1, 2022. Moreover, between the date hereof and Closing, Seller shall not materially adversely modify, and in all material respects maintain in full force and effect, the Station's FCC License.

2.5. Condition of Assets. On the Closing Date, each item comprising the Assets shall be in good operating condition and repair, reasonable wear and tear excepted. Between the signing of this Agreement and the Closing Date, Seller shall use commercially reasonable efforts to maintain the Assets in good operating condition as to enable Buyer, upon Closing, to operate the Station at the same level as currently being operated by Seller.

2.6. Equipment; Existing Site; Good Title; Studio and Offices.

(a) At Closing, the Assets conveyed shall be free and clear of all security interests, mortgages, pledges, liens (including mechanics and materialmen liens), conditional sales agreements, leases, encumbrances, easements, charges or claims of third parties of any nature whatsoever. All encumbrances to title other than the Permitted Encumbrances shall be removed at or prior to the Closing.

(b) The tangible Assets are now, and at Closing will be, operating in accordance with and within the parameters established by the FCC and the FCC License. The broadcast tower for the Station is in compliance with all applicable rules, including, without limitation, the Federal Aviation Act and all rules and regulations promulgated thereunder, and has been properly registered with the FCC. The description of the tower on the FCC Antenna Structure Registration (No. 1056550) is identical to the facilities described in the License.

2.7. Contracts, Leases, Agreements, Etc. Seller has delivered to Buyer a complete and correct copy of the Tower License shown on Schedule 1.2 (including any amendments and modifications thereto) which Tower License to be transferred or assigned to Buyer is now and will, on the Closing Date, be valid, binding and in full force and effect. Except for the Tower License, Seller is not a party to any contract, agreement or arrangement, whether written or oral, or whether express or implied, that is material to the operation of the Station. Seller and, to Seller's knowledge, the Licensor under the Tower License has complied in all material respects with all required provisions thereunder. To Seller's knowledge, no event has occurred which, but for the passage of time or the giving of notice, or both, would or might constitute a default under, or termination of, the Tower License. The Tower License may be transferred by Seller in accordance with its terms and consent to assignment has been obtained or will be obtained by Seller prior to the Closing Date. **(Seller shall cause its affiliate, Great Eastern Radio, LLC, to assign the Tower License to Seller so that it can be assigned to Buyer.)**

2.8. Legal Proceedings, Etc. No litigation or proceeding (judicial, administrative or otherwise) is pending or, to the knowledge of Seller, threatened, against Seller or any of its affiliates relating to the Station or the Assets. Seller does not know of, or have reasonable grounds to anticipate, any possible basis for any such action.

2.9. Compliance with Licenses, Laws, Regulations and Orders. At the Closing, Seller will be in compliance with all material terms and conditions of all the licenses, laws, regulations and orders applicable to its business and operations (including the Assets), including, without limitation, the Communications Act and all regulations issued by the FCC. Seller is not charged with violating or, to the knowledge of Seller, threatened with a charge of violating, or under investigation with respect to a possible violation of, any provision of any license, or of any federal, state or local law, administrative ruling, or regulation relating to any aspect of its business.

2.10. No Conflict. The execution and delivery of this Agreement by Seller, compliance by Seller with all of its provisions hereof, and the consummation of the transactions contemplated hereby, will not:

(a) conflict with, or result in a breach of, any provision of Seller's Articles of Organization or Operating Agreement which are the most recent such instruments in effect as of the date of this Agreement;

(b) result in a default, or give rise to any right of termination, cancellation or acceleration, under any term, condition or provision of any contract, encumbrance or other instrument or obligation to which Seller is a party or by which Seller or any of the Assets may be bound; or

(c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Seller, or any of the Assets.

Except for the approval of the FCC, and such consents as are necessary for assignment of the Tower License as specified on Schedule 1.2, no consent, waiver or approval by, notice to, or filing with any person or entity is required in connection with the execution and delivery of this

Agreement by Seller, compliance by Seller with any of its provisions, or the consummation of the transactions contemplated hereby.

2.11. Operation of Station. The Station, at Closing, will be operating in substantial compliance with all laws, regulations and orders, including without limitation, compliance with the Communications Laws, and the terms and conditions of the FCC License. Seller knows of no breach, or facts which might amount to a breach, of any such law, regulation or order.

2.12. Insurance. All insurance policies owned by Seller, or of which Seller is a named beneficiary, are set forth on **Schedule 2.12**. All of these policies are now, and through the Closing Date will be, fully in effect in accordance with their terms, with no default in the payment of premiums and no ground for cancellation or avoidance of any portion thereof, or for any reduction of the coverage provided thereby.

2.13. Liabilities. As of the Closing Date, all of Seller's liabilities shall have been fully paid and discharged, and no creditors of Seller shall have any claim on the Assets for the payment of such liabilities.

2.14. No Misleading Statements. The representations and warranties of Seller herein, or in any Schedule, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

2.15. Broker. Except for Michael Bergner, whose fee Seller will pay, Seller has not incurred nor become liable for any broker's commission or finder's fee relating to the transactions contemplated under this Agreement. Seller agrees to indemnify and hold Buyer harmless from any claims for brokerage fees, finder's fees or commissions asserted by any person acting on Seller's behalf in connection with this transaction.

### ARTICLE 3: BUYER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1. Buyer's Representations and Warranties. The following representations and warranties shall survive from the Closing Date for the periods specified in Section 6.1. For purposes of this Article 3, all references to the "knowledge of Buyer," to "Buyer's knowledge" or words of similar import shall mean the actual knowledge of Buyer's officers, members and employees after due inquiry. Buyer represents and warrants to Seller as of the date hereof and as of the Closing Date, as follows:

3.2. Formation, Standing and Power. Buyer is a limited liability company, duly formed, validly existing and in good standing under the laws of the State of Delaware, is qualified to do business in all states in which its activities would require such qualification, and has all necessary power and authority to transact its business as now being conducted.

3.3. Authority for Transaction. Buyer's execution and delivery of this Agreement, its compliance with its provisions, and the consummation of all of the transactions contemplated herein have all been duly and validly authorized by all necessary action on the part of Buyer and its members, and this Agreement is valid and binding upon Buyer in accordance with its terms.

3.4. Legal Proceedings, Etc. No litigation or proceeding (judicial, administrative or otherwise) is pending or, to the knowledge of Buyer, threatened, against Buyer or any of its affiliates relating to Buyer's acquisition of the Station or the Assets. Buyer does not know of, or have reasonable grounds to anticipate, any possible basis for any such action.

3.5. Compliance with Licenses, Laws, Regulations and Orders. At the Closing, Buyer will be in compliance with all material terms and conditions of all the licenses, laws, regulations and orders applicable to its business and operations, including, without limitation, the Communications Act and all regulations issued by the FCC. Buyer is not charged with violating or, to the knowledge of Buyer, threatened with a charge of violating, or under investigation with respect to a possible violation of, any provision of any license, or of any federal, state or local law, administrative ruling, or regulation relating to any aspect of its business.

3.6. No Conflict. The execution and delivery of this Agreement by Buyer, compliance by Buyer with all of its provisions hereof, and the consummation of the transactions contemplated hereby, will not:

(a) conflict with, or result in a breach of, any provision of Buyer's Articles of Organization or Operating Agreement which are the most recent such instruments in effect as of the date of this Agreement;

(b) result in a default, or give rise to any right of termination, cancellation or acceleration, under any term, condition or provision of any contract, encumbrance or other instrument or obligation to which Buyer is a party or by which Buyer may be bound; or

(c) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Buyer.

Except for the approval of the FCC, no consent, waiver or approval by, notice to, or filing with any person or entity is required in connection with the execution and delivery of this Agreement by Buyer, compliance by Buyer with any of its provisions, or the consummation of the transactions contemplated hereby.

3.7. No Misleading Statements. The representations and warranties of Buyer herein do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein or therein not misleading.

3.8. Broker. Buyer has not incurred nor become liable for any broker's commission or finder's fee relating to the transactions contemplated under this Agreement. Buyer agrees to indemnify and hold Seller harmless from any claims for brokerage fees, finder's fees or commissions asserted by any person acting on Buyer's behalf in connection with this transaction.

#### ARTICLE 4: SELLER CLOSING CONDITIONS

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

4.1. Representations and Covenants. The representations and warranties of Buyer made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed in all material respects.

4.2. Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

4.3. FCC Authorization. The FCC Assignment Consent pursuant to the FCC's initial order shall have been obtained.

4.4. Deliveries. Buyer shall have complied with its obligations set forth in Section 6.2.

#### ARTICLE 5: BUYER CLOSING CONDITIONS

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

5.1. Representations and Covenants. The representations and warranties of Seller made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Seller at or prior to Closing shall have been complied with or performed in all material respects.

5.2. Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction restraining or prohibiting the consummation of the transactions contemplated hereby.

5.3. FCC Authorization. The order granting the FCC Assignment Consent shall have become a Final Order, unless Buyer waives this condition in writing. If the Closing occurs prior to receipt of a Final Order (*i.e.*, an order of the FCC which is not subject to or the subject of reconsideration or review by the FCC or any court), the parties shall, at Closing execute and exchange an "Unwind Agreement," whereby, upon rescission of the FCC Assignment Consent, the parties will take all reasonable steps to place themselves in the *status quo ante* to the Closing.

5.4. Deliveries. Seller shall have complied with its obligations set forth in Section 6.1.

#### ARTICLE 6: CLOSING DELIVERIES

6.1. Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer a Bill of Sale covering the Assets conveyed free and clear of all liens and an assignment of

the FCC authorizations for Station assigning the FCC License from Seller to Buyer. Seller shall deliver to Buyer, and Buyer shall assume, the properly assigned and executed Tower License referred to in Schedule 1.2.

6.2. Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller the balance of the Purchase Price in accordance with Section 1.3 hereof.

6.3 Escrow Release. At Closing, Buyer and Seller shall jointly execute and deliver written instructions to the Escrow Agent directing him to disburse the Down Payment as instructed therein.

## ARTICLE 7: INDEMNIFICATION AND TERMINATION

### 7.1 Indemnification.

(a) Seller's Indemnification: Seller will indemnify, defend and hold Buyer, its officers, members, employees and agents harmless from and against all demands, claims, actions, losses, damages, liabilities, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses (collectively, "Losses"), asserted against, imposed upon or incurred by Buyer resulting from any breach or nonfulfillment of any covenant, agreement, representation or warranty of Seller contained in, or made pursuant to, this Agreement. The representations and warranties contained in this Agreement or in any certificate, document or instrument delivered pursuant to this Agreement shall survive the Closing for a period of six (6) months after the Closing Date.

(b) Buyer's Indemnification: Buyer will indemnify, defend and hold Seller, its officers, members, employees and agents harmless from and against all Losses asserted against, imposed upon or incurred by Seller resulting from any breach or nonfulfillment of any covenant, agreement, representation or warranty of Buyer contained in, or made pursuant to, this Agreement. The representations and warranties contained in this Agreement or in any certificate, document or instrument delivered pursuant to this Agreement shall survive the Closing for a period of six (6) months after the Closing Date.

7.2. Termination. This Agreement may be terminated prior to Closing (a) by mutual written consent of Buyer and Seller or (b) by written notice of Seller to Buyer or Buyer to Seller if Closing does not occur by the date twelve (12) months after the date of this Agreement.

(a) in the event of a breach by Seller of any of its representations, warranties or covenants, Buyer shall be entitled to recover the Down Payment. Alternatively, Buyer may seek specific performance of this Agreement, which the parties acknowledge would be suitable due to the unique nature of the Station, plus the costs of enforcing specific performance; or

(b) in the event of a breach by Buyer of any of its representations, warranties or covenants, Seller will be entitled to the Down Payment as liquidated damages as its sole remedy in light of the difficulty in computing actual damages.



8.1. Expenses. Except as provided in Section 1.5(a) above, each party 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. Seller shall provide to Buyer a copy of any adverse pleadings or comments filed concerning the FCC Assignment Application and permit Buyer's counsel to assist in the defense of such applications.

8.3. Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided, however, that Buyer may assign its rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Seller, provided that (i) any such assignment does not delay processing of the FCC Assignment Application, grant of the FCC Assignment Consent or Closing, (ii) any such assignee delivers to Seller a written assumption of this Agreement, and (iii) Buyer shall remain liable for all of its obligations hereunder. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

if to Seller: Basic Holdings, LLC  
35 South Main Street  
Suite 300  
Hanover, NH 03755  
Attention: Mr. Jeffrey Shapiro  
Email: jeffreydshapiro@gmail.com

Joseph A. DiBrigida, Esq.  
Sheehan Phinney Bass & Green PA  
1000 Elm Street, 17<sup>th</sup> Floor  
Manchester, NH 03101  
Email: JDIBRIGIDA@sheehan.com

- 9 -

Email: sdbush@sagacom.com

With copy (which shall not constitute notice) to:

Gary S. Smithwick, Esq.  
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, NW, Suite 301  
Washington, D.C. 20016  
Email: gsmithwick@fccworld.com

If to Escrow Agent:

Gary S. Smithwick, Esq.  
Smithwick & Belendiuk, P.C.  
5028 Wisconsin Avenue, NW, Suite 301  
Washington, D.C. 20016  
Email: gsmithwick@fccworld.com

8.5. Amendments. No amendment or waiver of compliance with any provision 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 such amendment, waiver, or consent is sought.

8.6. Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except any confidentiality agreement among the parties with respect to the Station and Assets, which shall remain in full force and effect. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement.

8.7. Severability. If any court or governmental authority holds any provision in this Agreement invalid, illegal or unenforceable under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, 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.

8.8. No Beneficiaries. Nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the parties hereto and their successors and permitted assigns.

8.9. Confidentiality. Buyer and Seller agree that the existence of this Agreement and all information about Buyer or Seller, or other information of a confidential or proprietary nature, disclosed in connection with the proposed transaction shall be kept confidential by each party and shall not be disclosed to any person or used by the receiving party (other than to its agents, accountants, attorneys, consultants, financing sources or employees in connection with the

transactions contemplated by this Agreement) except: (i) with the prior written consent of the other party; (ii) as may be required by applicable law or court process, including pursuant to the FCC's rules regarding the Assignment Application; (iii) such information which may have been otherwise acquired or obtained by such party (other than through disclosure by the other party in connection with the transaction contemplated by this Agreement); or (iv) such information which is or becomes generally available to the public other than as a result of a violation of this provision. This Section 8.9 shall remain in full force and effect and survive forever or until the expiration of the applicable statute of limitations. In the event of a breach or threatened breach by any party of the provisions of this Section 8.9, the non-breaching party shall be entitled to seek an injunction restraining such party from such breach. Nothing contained in this Section or elsewhere in this Agreement shall be construed as prohibiting the non-breaching party from pursuing any other remedies available at law or equity for such breach or threatened breach of this Agreement nor limiting the amount of damages recoverable in the event of a breach or threatened breach by any party of the provisions of this Section.

8.10. Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of New Hampshire without giving effect to the choice of law provisions thereof.

8.11. Counterparts. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement.


[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

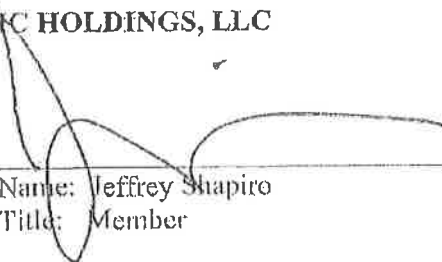
BUYER:

**SAGA COMMUNICATIONS OF NEW ENGLAND, LLC**

By:   
Name: Samuel D. Bush  
Title: Treasurer

SELLER:

**BASIC HOLDINGS, LLC**

By:   
Name: Jeffrey Shapiro  
Title: Member