

STOCK PURCHASE AGREEMENT

This AGREEMENT for the sale and purchase of stock, made as of June 1st, 2018, by, between and among **MOLLIE G. SMITH** an individual residing in the Commonwealth of Kentucky (hereinafter called "*Seller*") and **Gaines Family Limited Partnership**, a Kentucky partnership, AND **J. PIPES GAINES**, an individual residing in the Commonwealth of Kentucky, (each individually hereinafter called "*Buyer*");

RECITALS

A. Seller owns 28.85% of the issued and outstanding shares of capital stock ("*Stock*") of **DAILY NEWS BROADCASTING COMPANY, INC.** (the "*Company*") consisting of Eight Hundred Eighty-Nine (889) common shares of Ten Dollars (\$10.00) par value each; and

B. Seller will sell the Stock to Buyer and Buyer will purchase the Stock from Seller pursuant to the terms and conditions hereof; and

C. The Company is now, and as of the Closing Date shall be, licensee of WDNS(FM) (FIN: 15258) and WKCT(AM) (FIN: 65589), Bowling Green, KY (the "*Stations*"), (hereinafter "*Stations*") pursuant to proper authorizations issued by the Federal Communications Commission, and

D. The transactions contemplated by this Agreement are subject to the approval and prior consent of the FCC.

NOW THEREFORE, in consideration of the premises, the mutual covenants and understandings contained herein and other good and valuable consideration the receipt and sufficiency of which hereby is acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

1.1. ***Defined Terms Defined in this Section.*** The terms as used in this Agreement, have the meanings set forth herein or in **Exhibit Z**, hereto.

ARTICLE II

PURCHASE AND SALE OF STOCK

2.1. ***Agreement to Buy and to Sell.*** In reliance on the representations and warranties set forth herein, and subject to the terms and conditions hereof, it is hereby agreed that the Seller shall sell, transfer, deliver and convey to Buyer, and further hereby agreed that Buyer shall purchase from Seller all of Seller' right, title and interest in and to the Stock, free of all Liens and encumbrances, at the Purchase Price specified herein.

2.1.1. **Actions by Seller.** Upon receipt of the Purchase Price, provided for in **Article III**, Seller shall convey and deliver or cause to be conveyed and delivered to Buyer all of the Stock in the Company owned by the Buyer.

2.1.2. **Action of Buyer.** At the Closing, Buyer shall tender payment of the Purchase Price in accordance with **Article III**, below.

ARTICLE III

PURCHASE PRICE

3.1. **Consideration.** The aggregate purchase price of the Stock shall be **FOUR HUNDRED TWENTY-FIVE THOUSAND U.S. DOLLARS (\$425,000.00)** (this amount hereinafter being referred to as the "**Purchase Price.**") paid as specified by each Buyer on Schedule A hereto, as follows:

3.1.1. **Payment at Closing.** The Purchase Price plus the Purchase Price Adjustment, if applicable, shall be payable by Buyer at Closing to Seller by wire transfer as directed by Seller.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLER

4.0 **Preamble.** Seller represents and warrants as follows:

4.1. **Outstanding Shares.** The outstanding shares have been duly and validly authorized and issued, are fully paid and non-assessable and are owned by Seller.

4.1.1. **Good Stock Title.** Seller holds good, indefeasible valid and marketable title to the Stock specified herein, and is the owner of record and full beneficial owner of such Stock, and the transfer of the certificates representing such shares to Buyer at the Closing hereunder will assign, transfer and convey such title to Buyer, free and clear of any claims whatsoever. No approval or consent of any third person is required to effect the sale of the Stock to Buyer or the execution and performance of this Agreement except approval by Seller's bank which will be granted at closing. Seller has the full right, power, legal capacity and authority to enter into this Agreement and to sell, assign, transfer and deliver the Stock and the certificates representing them to Buyer. No provision of any agreement, instrument or undertaking to which Seller is a party or by which any individual is bound, has been or will be violated by the execution and delivery by Seller of this Agreement or the performance or satisfaction of any agreement or condition herein contained.

4.2. **Absence of Litigation or Proceedings.** That there are no actions, suits or proceedings pending or, to the best knowledge of Seller, threatened against or involving the Stock before any court or any local or federal governmental body or administrative agency; Seller does not know or have reasonable grounds to know of any fac-

tors or circumstances which might be the basis of any action, suit or proceeding; and Seller has complied with all applicable statutes and regulations of all governmental authorities and agencies having jurisdiction over the Seller.

4.3. ***Encumbrances.*** There are Lien(s) or other encumbrances upon the Stock owned by Seller which will be released at closing.

4.4. ***Absence of Conflicting Agreements.*** The execution, delivery and consummation of this Agreement by Seller will not (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any provision of law, or any indenture, agreement, decree, judgment or other instrument to which it is now subject, and (ii) require the consent of any third party except as specified herein. Seller hereby discloses that the shares are encumbered by its bank and the encumbrance will be released at closing.

4.5. ***Seller' Documentation.*** Seller shall provide such other documents as may be reasonably necessary for the implementation and consummation of this Agreement.

4.6. ***Full Disclosure.*** No representation or warranty made by Seller contained in this Agreement nor any certificate, document or other instrument furnished or to be furnished by Seller pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make any statement contained herein or therein not misleading. Seller is not aware of any impending or contemplated event or occurrence that would cause any of the foregoing representations not to be true and complete on the date of such event or occurrence as if made on that date.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF BUYER

5.0 ***Preamble.*** Buyer represents and warrants to Seller that:

5.1. ***No Breach.*** Buyer has full power and authority to acquire the Stock, to execute, deliver and perform this Agreement and to carry out the transactions contemplated hereby. The execution and delivery by Buyer of this Agreement, and the performance by Buyer of its obligations hereunder will not violate or contravene any order, judgment or decree of any court or governmental agency, and will not violate, be in conflict with, result in a breach of, or constitute a default under by contract to which Buyer is a party or by which Buyer is or may be bound.

5.2. ***Buyer's Qualifications.*** No adverse finding has been made, consent decree entered, adverse action been approved by any court or other administrative body, or admission of liability been made with respect to Buyer concerning any civil or criminal suit, action or proceeding brought under the provisions of any federal, state, territorial or local law relating to any of the following: Any felony; lotteries; unlawful restraints or monopolies; unlawful combinations; contracts or agreements in restraint of

trade; the use of unfair methods of competition; fraud; unfair labor practices; or discrimination.

5.3. ***Absence of Conflicting Agreements.*** The execution, delivery and consummation of this Agreement by Buyer will not (i) conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under, any provision of law, or any indenture, agreement, decree, judgment or other instrument to which it is now subject, and (ii) require the consent of any third party except as specified herein.

5.4. ***No Litigation.*** There is no judgment or decree outstanding litigation or other investigation pending or proceeding pending or to the best of Buyer's knowledge, threatened which might adversely affect Buyer's power, authority or ability to enter into this Agreement and to carry out the transactions contemplated herein; Buyer does not know or have reasonable grounds to know of any basis for such litigation, proceeding or investigation.

5.5. ***Full Disclosure.*** No representation or warranty made by Buyer contained in this Agreement nor any certificate, document or other instrument furnished or to be furnished by Buyer pursuant hereto contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make any statement contained herein or therein not misleading. Buyer is not aware of any impending or contemplated event or occurrence that would cause any of the foregoing representations not to be true and complete on the date of such event or occurrence as if made on that date.

ARTICLE VI COVENANTS

6.0 ***Preamble.*** Buyer and Seller hereby agree with each other as follows:

6.1. ***Cooperation; Corporate Records.*** Seller and Buyer will cooperate with each other in filing any necessary applications, reports or other documents with any governmental authority having jurisdiction with respect to this Agreement.

6.2 ***FCC Consent.*** Buyer and Seller shall jointly file an application with the FCC for consent to the transfer of control the Company on Form (the "*Application*") within 30 days of the Effective Date hereof. Each Party shall bear their own expense with respect to the preparation and filing of the Application and the filing fee shall be paid by the Corporation.

6.3 ***Bylaws.*** The parties hereto agree that this purchase agreement is contingent on the Sale, Transfer, or Assignment section of the bylaws of the Company. Seller shall provide this agreement as notice pursuant to Section 9 (b) to allow the Company and the stockholders of record the thirty (30) day period of time to determine if they desire to exercise their right to purchase.

ARTICLE VII
CONDITIONS TO OBLIGATIONS OF BUYER

7.0 **Preamble.** The obligations of Buyer to complete the Closing and consummate the purchase of the Stock are subject to the following conditions:

7.1. **Terms Compliance by Seller.** All of the terms, covenants and agreements of this Agreement for the purchase of Stock to be complied with and performed by Seller at or prior to the Closing Date shall have been complied with and performed.

7.2. **No Litigation.** There shall be no pending or threatened action before any court or governmental body to restrain or invalidate this Agreement or any action contemplated hereunder.

7.3. **Seller' Representations.** The representations and warranties made by Seller shall be true and correct in all material respects as of the Closing Date.

7.4. **Seller' Deliveries at Closing.** At the Closing and upon the tender of the Purchase Price, Seller shall deliver to Buyer the following:

7.4.1. **Certificate of Seller.** A certificate, signed by Seller that the representations and warranties made by Seller are true and correct in all material respects as of the Closing Date;

7.4.2. **Seller's Resignation of Corporate Office and Director.** Seller shall provide a Letter of Resignation as to any Corporate Office and Director of the Company that Seller may hold as of the Closing Date;

7.4.3. **Stock Endorsed in Blank.** Certificates representing the shares of Stock duly endorsed in blank, or with duly executed stock powers attached, in proper form of transfer, with all signatures appropriately guaranteed as approved by the FCC and directed to the Secretary of the Corporation.

7.5 **FCC Consent.** The FCC shall have granted the Application and consented to the consummation of the transaction contemplated herein.

ARTICLE VIII
CONDITIONS TO OBLIGATIONS OF SELLER

8.0 **Preamble.** The obligations of Seller to complete the Closing and consummate the purchase are subject to the following conditions:

8.1. **Representations of Buyer.** The representations and warranties made by Buyer shall be true and correct in all material respects as of the Closing Date, and shall have delivered to Seller a certificate to that effect.

8.2. **Terms Compliance by Buyer.** All the terms, covenants and agreements of this Agreement to be complied with and performed by Buyer at or prior to the Closing Date shall have been complied with and performed.

8.3. **No Litigation.** There shall be no pending or threatened action or proceeding by or before any court or governmental body to restrain or invalidate this Agreement.

8.4. **Deliveries at Closing.** At the Closing and upon the tender of the Stock, Buyer shall deliver to Seller the following:

8.4.1. **Buyer's Certificate.** A certificate, signed by Buyer that the representations and warranties made by Buyer are true and correct in all material respects as of the Closing Date.

8.5 **FCC Consent.** The FCC shall have granted the Application and consented to the consummation of the transaction contemplated herein.

ARTICLE IX TERMINATION; BREACH; REMEDIES

9.1. **Remedies.** If the transaction as herein contemplated is not closed within the time period set out herein because of a willful and material breach by either Party, the other Party will have the right to institute an action for specific performance. In addition, it is agreed by and between the Parties that in the event of a willful and material breach by one Party, the Party not in breach or default shall have the right to institute an action for compensatory damages. The Parties hereto agree that the Stock to be sold under this Agreement is unique and cannot be readily purchased and sold in the open market, and for that reason, either Party would be irreparably damaged in the event of failure of consummation of this Agreement.

ARTICLE X INDEMNIFICATION

10.1. **Indemnification.** The Parties hereby agrees to indemnify and hold the other Parties harmless from and against any and all losses, damages, costs, liabilities and expenses (including, without limitation, reasonable attorneys' fees and disbursements) resulting from or arising out of the breach of any of the representations, warranties, covenants or agreements of the other Party set forth in the Agreement.

10.2. **Right to Defend.** Should any claim or liability be asserted by a third party against either Seller or Buyer which would give rise to a claim for indemnification under the provisions of this Article by a Party to this Agreement, then the Claimant shall promptly notify, in writing, the other Party to this Agreement, the Indemnitor, and the Indemnitor shall be entitled, at its own expense, and upon written notice to the Claimant, to compromise or defend such claim. The Claimant may not settle any claim without the consent of the Indemnitor, except upon terms and conditions offered or consented to by the Indemnitor.

ARTICLE XI
MISCELLANEOUS GOVERNING PROVISIONS

11.1. ***Governing Provisions.*** Additional provisions that shall govern the operation and interpretation of this Agreement are set forth on **Exhibit A**, and are incorporated herein.

11.2. ***Listing of Exhibits and Schedules.***


Exhibit A	Miscellaneous Governing Provisions
Exhibit B	Listing of Persons to Receive Notice;
Exhibit Z	Definitions
Schedule A	Purchase of Shares by Buyer

[SIGNATURE PAGE IS NEXT]

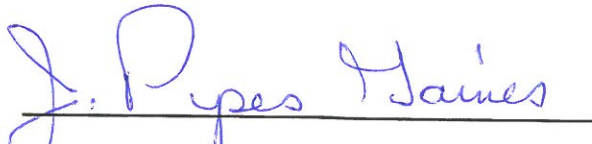
[SIGNATURE PAGE TO STOCK PURCHASE AGREEMENT]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed in their respective names on the dates indicated by each signature.


Seller: Mollie G. Smith


Mollie G. Smith, Individually

Buyer: **GAINES FAMILY LIMITED PART-
NERSHIP**


By: John Gaines Family, LLC, Managing Partner

J. PIPES GAINES


J. Pipes Gaines, Individually

MISCELLANEOUS GOVERNING PROVISIONS

1. **Expenses.** Except as provided herein, each Party shall bear its own expenses in connection with this Agreement, including without limitation attorneys' fees, without regard to whether the Closing takes place. Buyer and Seller shall each bear their own costs of any and all sales, transfer, documentary or other taxes, if any, payable in connection with the sale, transfer and delivery to Buyer of the Stock.

2. **Benefit.** This Agreement shall be binding upon the heirs, executors, administrators, assigns, successors, and legal representatives of the Parties hereto. Buyer may assign this Agreement, without the prior written consent of Seller, to an Affiliate of Buyer; *provided*, that Buyer shall be jointly and severally liable for performance of all of Buyer's obligations under this Agreement prior to Closing.

3. **Headings.** The headings of the paragraphs and articles of this Agreement are for the convenience of reference only, and do not form a part hereof, and in no way define, limit, describe, modify, interpret or construe the meanings of the Parties, the scope of this Agreement or the intent of any paragraph hereof.

4. **Counterpart Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed a duplicate original, binding on the Parties hereto; notwithstanding that the Parties are not signatory to the original or the same counterpart. This Agreement shall be effective as of the date on which the executed counterparts are exchanged by the Parties.

5. **Interpretation; Venue.** This Agreement shall be governed, construed and enforced in accordance with the laws of the Commonwealth of Kentucky. Venue for any action brought under this Agreement will be Warren County, Kentucky. Venue for citizenship diversity matters shall be any legally suitable forum.

6. **Entire Agreement.** This Agreement embodies the entire understanding between the Parties and supersedes all other agreements, and there are no other agreements, representations, warranties, or understandings, oral or written, between them with respect to the subject matter hereof. No alteration, modification or change of this Agreement shall be valid unless by like written instrument.

7. **Severability.** In the event that any of the provisions contained in this Agreement is held to be invalid, illegal or unenforceable shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

8. **Survival of Representations.** The provisions of this Agreement which by their terms are to be performed or observed after the Closing Date, and the several representations, warranties, and covenants of the Parties contained in this Agreement shall Closing hereunder through the last day of the twelfth (12th) month beginning with the first

month after the Closing Date; *provided*, however, that any representation, warranty or covenant under which either Party may be seeking indemnification shall survive until the claim is resolved; *provided, further*, that such survival shall extend only with respect to such claim and the grounds and dollar amounts asserted with respect thereto and then, only if the party asserting the claim has given timely notice of its indemnity claim to the other party.

9. **Confidentiality.** Subject to the requirements of applicable law, Buyer and Seller shall each keep confidential all information obtained by them with respect to the other Party hereto in connection with this Agreement and the negotiations preceding this Agreement, and will use such information solely in connection with the transactions contemplated by this Agreement, and if the transactions contemplated hereby are not consummated for any reason, each shall return to each other Party hereto, without retaining a copy thereof, any Exhibits, documents or other written information obtained from such other Party in connection with this Agreement and the transactions contemplated hereby. Notwithstanding the foregoing, no Party shall be required to keep confidential or return any information which is: (i) known or available through other lawful sources, not bound by a confidentiality agreement with the disclosing Party; (ii) or becomes publicly known through no fault of the receiving Party or its agents; (iii) required to be disclosed pursuant to an order or request of a judicial or governmental authority (provided the Party other than the disclosing Party is given reasonable prior notice of the order or request and the purpose of the disclosure); or (iv) developed by the receiving Party independently of the disclosure by the disclosing Party.

10. **Number and Gender.** Whenever required by the context, the singular number shall include the plural and the masculine or neuter gender shall include all genders.

11. **Schedules and Exhibits.** All schedules, exhibits and riders attached to this Agreement shall be deemed part of this Agreement and incorporated herein, where applicable, as if full set forth herein.

12. **Notice.** Any notice required hereunder shall be in writing, including by facsimile, and any payment, notice or other communications shall be delivered personally, or mailed by certified mail, postage prepaid, with return receipt requested, or delivered to FedEx (Federal Express), or any other nationally recognized overnight delivery service for next morning delivery or when dispatched by facsimile transmission (with the facsimile transmission confirmation being deemed conclusive evidence of such dispatch), or by electronic mail with such notice attached in Portable Document Format (PDF) and sent with requests for delivery and read receipts, the return of such receipts being deemed conclusive evidence of such dispatch, in each case addressed to the persons, parties or entities identified on **Exhibit B**, hereto.

12.1. *Alternate Addressees.* Notice, as provided by this Section, may be given to any other person or party, as any Party hereto may in the future designate in writing, upon due notice to the other Party(ies).

12.2. *Date of Notice, Action.* The date of personal delivery or the delivery date (or date of attempted delivery and refusal by the addressee) specified on any receipt from the U.S. Mail or courier service specified herein shall establish the date of such notification or communication. If any notification, communication or action is required or permitted to be given or taken within a certain period of time and the last date for doing so falls on a Saturday, Sunday, a federal legal holiday or legal holiday by law in the Commonwealth of Kentucky, the last day for such notification, communication or action shall be extended to the first day thereafter which is not a Saturday, Sunday or such legal holiday.

13. *Cure.* The Parties agree that in the event of a non-material breach by the Buyer, the Buyer will have ten (10) calendar days to cure the non-material breach before the Seller will take action. If the Buyer cures within ten (10) calendar days, then the Parties will continue as if the non-material breach never occurred. **However**, this Section does not waive, limit or effect Seller's rights to any and all redress and remedies conferred upon Seller by the Stock Purchase Agreement or applicable law.

14. *Brokerage.* Seller and Buyer each represent to the other that each has not retained, and is not obligated to any person for brokerage, finder's fees or commissions or other similar charges resulting from or arising out of the transactions contemplated in this Agreement, and each will hold the other harmless from any broker or other party claiming through it.

15. *Construction of Agreement.* This Agreement is the product of negotiation and preparation by, between and among Buyer and Seller. Accordingly, the Parties hereto acknowledge and agree that this Agreement shall not be deemed prepared or drafted by one Party or another, or the attorneys for one Party or another, and shall be construed accordingly.

16. *Explication.* Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular and to the singular include the plural, references to any gender include any other gender, the part includes the whole, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Article, section, subsection, clause, exhibit and schedule references are to this Agreement, unless otherwise specified. Any reference in or to this Agreement or any of the Ancillary Agreements includes any and all permitted alterations, amendments, changes, extensions, modifications, renewals, or supplements thereto or thereof, as applicable.

NOTICE

Notice to be provided under the Stock Purchase Agreement or **Exhibit A, Section 12**, thereof, shall be made to the following persons and addresses:

Buyer:	Gaines Family Limited Partnership	with copies (which shall not constitute notice) to:	Dawn M. Sciarrino Sciarrino & Shubert, PLLC 4601 North Farifax Drive Suite 1200 Arlington, VA 22203 Phone: 202.256.9551 Fax: 703.991.7120
Buyer:	J. Pipes Gaines	with copies (which shall not constitute notice) to:	Mark D. Alcott HarlinParker P. O. Box 390 519 East Tenth Street Bowling Green, KY 42101 Phone: 270.842.5611 Fax: 270.842.2607
Seller:	Mollie G. Smith	with copies (which shall not constitute notice) to:	Mark Farmer Wyatt, Tarrent & Combs 500 West Jefferson Street Louisville, KY 40202 Phone: 502-562-7352 Fax: 502.589.0309

DEFINITIONS

1. **Affiliate.** The terms "*Affiliate*" or "*Affiliates*" means any entity or person, directly or indirectly, owning or controlling, or that is owned or controlled by, or under common ownership or control with, either Buyer or Seller, as the case may be.

2. **Agreement.** The term "*Agreement*" shall mean this Stock Purchase Agreement.

3. **Ancillary Agreements.** The term "*Ancillary Agreements*" shall mean the agreements between Buyer and Seller relating to this Agreement that constitute and comprise the entire understanding between and among the Parties.

4. **Business Day.** The term "*Business Day*" shall mean any calendar day, excluding Saturdays and Sundays, on which federally chartered banks in the Town of Bowling Green, Kentucky, are regularly open for business.

5. **Claimant.** Whether the Seller or Buyer, the term "*Claimant*" shall mean the Party to this Agreement against which any claim or liability may be asserted by a third party which would give rise to a claim for indemnification under the provisions of this Agreement by a Party to this Agreement.

6. **Closing.** The terms "*Close*" or "*Closing*" mean the meeting of, or communication between and among, the Parties, and their attorneys and agents, as may be necessary, on the Closing Date, as herein defined, at which the Parties consummate and effectuate the transactions, conveyances, assignments, covenants and other matters contemplated by this Agreement.

7. **Closing Date.** "*Closing Date*" means a date not more than fifteen (15) days after the initial grant of the Application by the FCC specified by not less than three (3) Business Days written notice from Buyer to Seller, or such other date following grant of the Application as shall be mutually agreed upon by Seller and Buyer. In the event that the Closing Date is scheduled for, or falls upon, a day other than a Business Day, then the Closing Date shall occur on the very next Business Day thereafter.

8. **Closing Place.** "*Closing Place*" shall mean the location where the Closing for the sale and purchase of the Stock shall occur, which shall be at the offices of Buyer, or at such other place as may be designated in writing by mutual agreement of the Parties. At the election of Buyer and Seller, mutually agreed in writing, the Closing may be performed by e-mail, facsimile, mail and/or courier service.

9. **Commission or FCC.** The term "*Commission*" or "*FCC*" shall mean the Federal Communications Commission, Washington, DC.

10. **Effective Date.** The term "*Effective Date*" means the date, first shown in the threshold paragraph on page 1

of this Agreement, being the date as of which this Agreement is made and effective.

11. **Exhibits.** The term "*Exhibits*" shall mean the documents referred to in this Agreement, and attached hereto.

12. **FCC.** The term "*FCC*" shall mean the Federal Communications Commission, Washington, DC.

13. **Indemnitor.** The term "*Indemnitor*" shall mean the Party to this Agreement, not the Claimant, that in the event of a claim or liability asserted by a third party against the Claimant, which would give rise to a claim for indemnification under the provisions of this Agreement, that may, at its own expense and upon written notice to the Claimant, compromise or defend such claim.

14. **Liabilities.** The term "*Liabilities*" shall mean all obligations, debts, or liabilities of, or claims against the Company.

15. **Lien.** The terms "*Lien*" or "*Liens*" shall mean liens, pledges, claims, charges, mortgages, other security interests or other encumbrances.

16. **Party.** The term "*Party*" or "*Parties*" shall mean and refer to the Buyer and Seller.

17 N/A.

18. **Schedules.** The term "*Schedules*" shall mean the documents referred in this Agreement and contained in a separate volume of schedules dated, initialed by, or on behalf of, the Parties, and delivered by Seller to Buyer prior to or concurrently with the execution of this Agreement.

19. **Stations' Business.** The term "*Stations' Business*" shall mean the day-to-day business, sales and general and broadcast operations of the Stations, as well as any activities of the Seller, the Stations or the Stations' employees or agents, that, directly or indirectly, are designed, intended or planned to (i) promote the Stations or (ii) generate or stimulate revenues, income and/or audience for the Stations.

[Insert Schedule A following this page]

SCHEDULE A

Mollie G. Smith

Sale of Daily News Broadcasting Stock

Mollie G. Smith shares	889
Purchase Price	\$425,000.00
Price Per Share	478.0652418

	<u>Shares Purchased</u>	<u>Purchase Price</u>
J. Pipes Gaines Purchase	470.64706	\$225,000
Gaines Family Limited Partnership	<u>418.35294</u>	<u>\$200,000</u>
Totals	889	\$425,000