

ATSC 1.0 HOSTING AGREEMENT

This ATSC 1.0 HOSTING AGREEMENT ("**Agreement**") is dated as of 8/29/2019 (the "**Effective Date**") by and between KPTV-KPDX Broadcasting Corporation, an Oregon Corporation ("**Host**") and KPTV-KPDX Broadcasting Corporation, an Oregon corporation ("**Guest**") (each a "**Party**" and together, the "**Parties**").

- A. The Parties are part of a coordinated effort to deploy the ATSC 3.0 broadcast television transmission standard ("**ATSC 3.0**"), as defined by 47 C.F.R. §73.3801 of the rules of the Federal Communications Commission (the "**FCC**"), in the Portland, Oregon Designated Market Area (the "**Market**"). The initial transition and deployment plan for the Market is set forth on Exhibit A hereto (the "**Deployment Plan**").
- B. Host is the licensee of Station KPTV-TV, Portland, Oregon (the "**Host Station**"), which transmits its signal in the ATSC 1.0 broadcast standard.
- C. Guest is the licensee of Station KPDX-TV, Vancouver, Washington (the "**Guest Station**"), which intends to transmit its signal in the ATSC 3.0 broadcast standard.
- D. Host wishes to transmit programming for Guest Station as identified in Exhibit A hereto (each a "**Guest Program Stream**") on the Host Station in the ATSC 1.0 format so that Guest may continue to make those streams available in the ATSC 1.0 format to the public in the Market after Guest converts the Guest Station to use the ATSC 3.0 standard.
- E. Guest wishes to provide each Guest Program Stream for Guest Station to Host, while maintaining full responsibility for its content, as provided in this Agreement.

NOW, THEREFORE, taking the foregoing recitals into account, and in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

I.

FCC REQUIRED PROVISIONS

- I.1. **FCC Required Provisions.** Host and Guest hereby certify that this Agreement complies with the ATSC 3.0 Rules by setting forth each Party's rights and responsibilities regarding:
 - (a) Access to facilities (Section 4.3);
 - (b) Allocation of bandwidth (Section 4.1 and Schedule 4.1);
 - (c) Operation, maintenance, repair, and modification of the Host Station's facilities (Sections 4.3 and 4.4), including a list of all relevant equipment, a description of each Party's financial obligations, and any relevant notice provisions (Section 6.1);
 - (d) Conditions under which this Agreement may be terminated, assigned or transferred (Sections 5.1 and 6.5); and
 - (e) How the Guest Station's program stream may be transitioned off the Host Station (Sections 5.1 and 5.2).

**II.
TERM**

II.1. **Term.** The term of this Agreement shall commence on the date hereof, and, unless earlier terminated in accordance with Section 5.1, shall continue until the date that is three (3) years following the Commencement Date (the “**Initial Term**”).

II.2. **Renewal Term.** The Initial Term may be renewed for four successive terms of two (2) years on the mutual agreement of the Parties (each a “**Renewal Term**” and, collectively with the Initial Term, the “**Term**”).

**III.
PREPARATION, COMMENCEMENT AND MARKET PLANNING**

III.1. **Initial Upgrades.** Immediately upon execution of this Agreement, Host shall commence making any changes, upgrades and/or modifications necessary to host the Guest Program Stream(s) on the Host Station (“**Necessary Changes**”) as contemplated by this Agreement. Upon completion of the Necessary Changes, Host shall promptly provide written notice to Guest.

III.2. **FCC License Applications.**

(a) **Initial Filings.** Within fifteen (15) days following the execution of this Agreement, Guest shall file with the FCC an application seeking authorization for Host to transmit each Guest Program Stream that is the subject of this Agreement (the “**Application**”). Host and Guest shall cooperate in good faith and assist as necessary in such preparation, filing and prosecution, including but not limited to providing any information reasonably requested and necessary for such preparation and filing. Each Party shall bear its own costs and expenses related to the preparation and filing of the application and any other FCC filings required pursuant to this Agreement.

(b) **Modification Applications.** Host may file an application with the FCC to modify the Host Station (a “**Modification Application**”) upon prior notice to Guest so long as any proposed change will not result in more than a *de minimis* loss of coverage for Guest to any household, provided any change that causes Guest to no longer satisfy the coverage requirements set forth in 47 C.F.R. §73.3801(c) shall be prohibited without Guest’s prior written consent, which may be withheld in Guest’s discretion.

III.3. **Pre-Launch Conditions.** Following the execution of this Agreement, the obligations of Host to commence transmission of any Guest Program Stream shall be subject to the fulfillment of the following conditions (the “**Pre-Launch Conditions**”), which the Parties agree to use commercially reasonable efforts to fulfill:

- (a) FCC approval for the Application shall have been granted;
- (b) Each Party shall satisfy the FCC’s notification requirements to consumers and multichannel video program distributors (at such Party’s cost and expense);
- (c) Guest shall have obtained all material network and programming consents necessary for the Guest Program Stream(s) to be transmitted on the Host Station;
- (d) Guest shall have received satisfactory commitments from MVPDs in its DMA to continue existing carriage of the Guest Program Stream(s); and
- (e) Guest shall have been granted FCC approval to convert the Guest Station to transmit an ATSC 3.0 signal.

III.4. **Commencement.** Following grant of the Application, Host shall expeditiously prepare to launch the Guest Program Stream(s). The date of the launch shall be the “**Commencement Date.**” Unless otherwise agreed by the Parties and subject to satisfaction or waiver of the Pre-Launch Conditions, not later than 30 days after the FCC’s grant of the Application, the Host shall commence transmitting the Guest Program Stream(s). Notwithstanding any language in this Agreement to the contrary, the Parties agree that launch of the Guest Program Stream(s) shall be substantially contemporaneous with the transition of the Guest Station to broadcasting in ATSC 3.0.

III.5. **Deployment Plan.** The Parties agree to use their best commercially reasonable efforts to effectuate the transition set forth in the Deployment Plan, which efforts shall include seeking all necessary consents required from, and giving all required notices to, third parties, including programmers, redistributors and landlords. In the event that another station participating in the Deployment Plan is required to host any program stream of either the Host Station or the Guest Station pursuant to the Deployment Plan or any agreement, and fails to host that program stream, then Host and Guest agree to negotiate in good faith to find another host (in ATSC 1.0 or 3.0 format, as applicable) for such program stream. Each Party acknowledges that conditions in the Market during the Term may warrant changes to the Deployment Plan to facilitate the provision of more ATSC 3.0 capacity or programming to stations participating in the Deployment Plan. Each Party agrees to negotiate in good faith with other parties in the market to implement such changes as to which the Parties mutually agree.

IV.

OPERATION AND ONGOING MATTERS

IV.1. **Service Level Commitment.** Guest shall provide the Guest Program Stream(s) to Host, and Host shall transmit the Guest Program Stream(s) in the ATSC 1.0 format as provided by Guest, in each case pursuant to the technical standards and subject to the terms and conditions set forth in the Service Level Commitment (the “**SLC**”) attached hereto in Schedule 4.1.

IV.2. **Transmission.** Except as provided herein, Host shall not alter the Guest Program Stream(s) as provided by Guest, *provided that* Host shall **(a)** encode, compress or modulate the content in a manner permitted under the SLC as required to multiplex all program streams transmitted by the Host Station and **(b)** combine the event information tables and other information into a common Program and System Information Protocol (“**PSIP**”) format. Host shall insert common PSIP information within each Guest Program Stream as necessary to provide tuning and guide information as directed by Guest. Subject to FCC rules and regulations, the PSIP for the Guest Program Stream(s) shall reflect the channel numbers and, if applicable, subchannel numbers associated with the Guest Station. The Parties will coordinate as needed to avoid any conflicts with the PSIP information in the local broadcast area.

IV.3. **Access to Facilities.** Host shall provide Guest with reasonable access to the transmitter site and other similar technical facilities of the Host Station (the “**Facilities**”) at all times, including a right to ensure ongoing broadcast operations in the ordinary course consistent with past practices of Host Station (as such practices are made known to Guest) and good engineering practices customary in the television broadcast industry (collectively, “**good engineering practices**”), provided that **(a)** Guest shall exercise such access rights in a manner consistent with good engineering practices and other practices reasonable and customary for the broadcast television industry, and in all events exercising a standard of care similar in all material respects to that of Host as reasonably communicated or made known to Guest

(collectively, “**customary station practices**”), and **(b)** in all events, neither Party shall take any action that would be reasonably likely to disrupt or impair in any material respect the operation of the Host Station. If any third-party consent is necessary for Guest’s use of the Facilities, Host shall cooperate with Guest and take all such actions as are reasonably required to obtain such third-party consents.

IV.4. **Operation and Maintenance.** Except as provided below, Host shall be solely responsible for all costs and expenses relating to the Host Station. Each of Host and Guest shall be solely responsible for **(i)** costs for any necessary link between its station’s studio site and the site from which Host Station transports its signal to the transmitter site for broadcast on the Host Station, **(ii)** all expenses related to any equipment solely owned by it and located at the transmitter site, and **(iii)** its own insurance costs. Host shall maintain, repair and replace the Facilities in accordance with good engineering practices and use commercially reasonable efforts to ensure that such equipment operates consistent with past practice and, in all events, within the technical parameters set forth on the stations’ FCC licenses (“**Required Maintenance**”), with any costs and expenses incurred in connection with such Required Maintenance borne solely by Host; *provided* if Host fails to perform the Required Maintenance, Guest shall have the right to take such actions as are necessary to perform the Required Maintenance and shall be able to seek reimbursement from Host for the reasonable expenses incurred by Guest in performing the Required Maintenance; *provided, further, however,* that Guest shall be solely responsible for the costs of any Required Maintenance that is required because of Guest’s actions. In the event of planned repairs to the Facilities, Host shall reasonably coordinate such repairs (and any related downtime) with Guest. If the Facilities suffer an unexpected failure requiring the Guest Station to temporarily cease broadcasting or operate at reduced power levels, Host shall promptly notify Guest and use commercially reasonable efforts, consistent with good engineering practices, to return the Host Station to operations at its full authorized power.

IV.5. **Review and Consultation Regarding Operational Matters.** Each Party shall identify one or more officers or senior personnel with sufficient authority and technical experience to address such issues independently or otherwise expeditiously (the “**Principal Liaisons**”). The Principal Liaisons shall meet following the Commencement Date at such times or at such intervals as the Parties may reasonably designate (but no less frequently than once every year), or upon the request of either Party upon appropriate prior notice. The Principal Liaisons shall review **(a)** the SLC and other engineering issues related to transmission of the Guest Program Stream(s) and **(b)** the application and implementation of new technologies, including compression technologies, in view of technological, logistical, marketplace or regulatory changes, including then-current customary station practices, and to otherwise facilitate cooperation with respect to the purpose of this Agreement.

IV.6. **Insurance.** Each Party shall continuously maintain, at its own expense, as applicable, sufficient insurance with respect to its use of the Host Station facilities and operations from the Host Station transmitter site during the Term and shall **(a)** when deemed necessary by the insured, name the other Party as an additional insured under such policies and **(b)** provide thirty (30) days’ prior written notice of any cancellation, reduction of amounts payable, or any changes or amendments thereto.

IV.7. **Regulatory Obligations.**

(a) **Compliance.** The obligations of the Parties under this Agreement are subject to the rules, regulations and policies of the FCC (the “**Communications Laws**”) and all other applicable

laws. Each Party shall comply in all material respects with all applicable federal, state and local laws, including the Communications Laws, with respect to its ownership and operation of the Host Station or Guest Station, as applicable. Each Party will promptly notify the other Party of any material communications to and from the FCC that relate to a Party's operations which may require coordination. Guest shall be solely responsible for all content airing on the Guest Program Stream(s).

(b) *Control*. In accordance with the Communications Laws, Host shall control, supervise and direct the day-to-day operation of the Host Station (including Host's employees, programming and finances), and Guest shall control, supervise and direct the day-to-day operation of the Guest Station (including Guest's employees, programming and finances), and nothing in this Agreement is intended to, nor shall be deemed to, affect each Party's responsibilities with respect to the operation of its respective station.

V.

TERMINATION AND OTHER REMEDIES

V.1. **Termination**. This Agreement may be terminated as follows:

(a) *Mutual Consent*. The Parties may terminate this Agreement at any time by mutual written agreement.

(b) *Changed Circumstances*. Host may terminate this Agreement upon its commencement of operation in the ATSC 3.0 standard, subject to providing 180 days prior written notice to Guest. Either Party may terminate this Agreement if Guest does not launch ATSC 3.0 operations within 180 days of the Effective Date.

(c) *Material Breach*. Either Party shall have the right to terminate this Agreement upon a breach of this Agreement in any material respect by the other Party (a "**Material Breach**"), which Material Breach is not cured within sixty (60) calendar days after written notice thereof. In the event a Material Breach under this Agreement is not cured within sixty (60) days, the non-defaulting Party may, in lieu of termination, and in its sole discretion, cure the breach, in which event the non-defaulting Party shall be entitled to an offset against its share of expenses owed under this Agreement in the amount of all out-of-pocket costs and expenses reasonably incurred in curing such breach.

(d) *Termination for Convenience*. Guest may terminate this Agreement for convenience at any time by giving at least sixty (60) days prior written notice, provided that such termination for convenience shall not relieve Guest of any obligations to Host under any other agreement(s).

(e) *Loss of License or Eligibility to Participate*. This Agreement shall automatically terminate upon (i) either Party's loss of its FCC license for its station subject to this Agreement pursuant to a Final Order of the FCC; or (ii) upon a Final Order by the FCC that either Party is ineligible to participate in ATSC 3.0-related simulcasting arrangements. A "**Final Order**" is an action taken by the FCC, including action taken by FCC staff under delegated authority, which **(A)** has not been reversed, stayed, enjoined, set aside, annulled or suspended; **(B)** with respect to which no timely request for stay, petition for rehearing or reconsideration, appeal or certiorari or *sua sponte* action of the FCC with comparable effect shall be pending; and **(C)** as to which the time for filing any such request, petition, appeal, certiorari or for the taking of any such *sua sponte* action by the FCC shall have expired or otherwise terminated.

V.2. **Effect of Termination.**

(a) **Costs.** In the event of a termination under Section 5.1(a)-(d), neither Party shall be liable to the other as a result of such termination for any amounts over those that are due and payable under other provisions of this Agreement.

(b) **Survival.** In the event of the expiration or termination of this Agreement, this Agreement shall upon the effective date of such termination become null and void and have no effect, and the obligations of the Parties under this Agreement shall terminate, except for Sections 4.2, 4.3, 5.2, 5.3, 5.4, and ARTICLE VI (including any schedules referenced therein), all of which shall survive indefinitely. Nothing in this Article V shall relieve either Party of any liability for a breach of this Agreement prior to the termination hereof. The expiration or termination of this Agreement shall not relieve either Party of any liability or obligation which accrued hereunder prior to the effective date of such termination, including any payment obligations, nor preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement (e.g., a Party terminating this Agreement pursuant to Section 5.1(b) shall not be precluded from bringing a claim against the other Party for damages due to such other Party's Material Breach) nor prejudice either Party's right to obtain performance of any obligation.

(c) **Transition Period.** Notwithstanding anything in this Agreement to the contrary, in the event of the expiration or a termination of this Agreement for any reason, including, but not limited to, a termination by Host for Material Breach pursuant to Section 5.1(c) above, Host shall continue to transmit the Guest Program Stream(s) as provided herein and shall continue to provide the access and services set forth in Article III for up to six (6) months after the date of expiration or termination, or such earlier time as Guest notifies Host, *provided that* Guest continues to comply with the terms of this Agreement.

V.3. **Specific Performance.** In the event of failure or threatened failure by either Party to comply with the terms of this Agreement, the other Party shall be entitled to equitable relief restraining such failure or threatened failure and, subject to obtaining any necessary FCC consent, to enforcement of this Agreement by an order of specific performance requiring compliance with this Agreement.

V.4. **Remedies Cumulative; Other Rights and Remedies.** The rights and remedies of the Parties hereto shall be cumulative and not alternative. Other than as expressly set forth herein, remedies in the event of breach of a Party's obligations under this Agreement shall include such relief as may be available at law or equity, including injunctive relief (whether temporary or permanent), specific performance, or money damages.

**VI.
MISCELLANEOUS**

VI.1. **Notices.** All notices, requests, demands and other communications that are required or may be given pursuant to the terms of this Agreement shall be in written, and shall, when addressed to a Party at the applicable address set forth on Schedule 6.1 (or at such other address as a Party may designate in accordance with this Section 6.1 upon ten (10) days prior written notice to the other Party) and when expressly and conspicuously referencing this Agreement, be deemed validly delivered (**i**) on the date of delivery when delivered in person or by a nationally recognized overnight courier service maintaining records of receipt, including

Federal Express, DHL and United Parcel Service, and **(ii)** on the date of transmission when sent by email or other electronic transmission during normal business hours.

VI.2. Confidential Information.

(a) Except as provided in Section 6.2(b) below, each Party hereto covenants and agrees that it will not at any time during the Term or after the termination of this Agreement disclose to others or use, any secret, proprietary or confidential information of any other Party hereto, including the terms and conditions contained in this Agreement. The Party receiving such confidential information shall take the same precautions as it takes to protect its own confidential information, but in all events reasonable precautions shall be taken, to preserve its confidentiality. Confidential information shall not be revealed to third parties, other than to **(i)** the Parties' Affiliates and their respective officers, employees, directors, attorneys, accountants and other legal and financial advisors who need to know such information, without prior written consent of the disclosing Party, and no Party may use any other Party's confidential information for any purpose except for purposes of performing this Agreement; or **(ii)** to one or more prospective investors, lenders and their advisors, provided such prospective investor or lender agrees to be bound by a non-disclosure agreement, as appropriate;

(b) Information shall not be deemed confidential or otherwise subject to the provisions of paragraph (a) above to the extent that a Party in receipt of such information (the "**Receiving Party**") shall be able to establish by competent proof that such information **(i)** was already known to the Receiving Party other than under an obligation of confidentiality, at the time of disclosure; **(ii)** was independently compiled, created or developed by the Receiving Party without reference to the otherwise confidential information disclosed by the other Party; **(iii)** was a matter of public record or was publicly known at the time of disclosure to the Receiving Party; **(iv)** became a matter of public record or became publicly known after its disclosure to the Receiving Party other than through any act or omission by or on behalf of the Receiving Party in breach of this Agreement; or **(v)** was disclosed to the Receiving Party by a third party who had no obligation to not disclose such information to the Receiving Party. A Receiving Party may further disclose confidential information or information otherwise subject to paragraph (a) above to the extent that such disclosure is made in response to a valid order of a court of competent jurisdiction or other governmental authority of competent jurisdiction (including the FCC) ("**Government Inquiry**") but solely to the extent legally required; provided that the Receiving Party shall, to the extent reasonably practicable, give notice to the disclosing Party and a reasonable opportunity for such disclosing Party to seek to quash any such order or obtain a protective order with respect to the information to be disclosed and, the Receiving Party shall redact the terms and conditions of this Agreement to the greatest extent permissible under the Government Inquiry.

VI.3. Force Majeure. Neither Party shall be liable to the other for any default or delay in the performance of its non-monetary obligations under this Agreement to the extent that the default or delay is caused by an event outside of its reasonable control, including a fire, flood, earthquake, war, act of terrorism, labor dispute, government or court action, failure of facilities (unless reasonably arising from such Party's failure to maintain or repair such facilities in accordance with the terms and conditions of this Agreement applicable to such Party) or act of God.

VI.4. Governing Law. This Agreement shall be governed by the laws of the State of Oregon, excluding any conflicts or choice-of-law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

VI.5. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns, if any. No Party may assign this Agreement (including in connection with a change of control of such Party through merger, acquisition, sale or otherwise) without prior written consent of the other Party, *provided, however,* that notwithstanding the foregoing, each Party shall be obligated to assign this Agreement (and without the requirement of the other Party's consent) to any FCC-approved assignee or transferee of such Party's station in connection with any assignment of FCC licenses or transfer of control with respect to the Host Station or Guest Station, as applicable, and such assignee or transferee shall assume this Agreement in a writing delivered to the other Party hereto.

VI.6. **Waiver.** No failure on the part of any person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy. No person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such person, and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

VI.7. **Amendments.** This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of all the Parties hereto.

VI.8. **Severability.** If any covenant or provision hereof is determined by a court of competent jurisdiction to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other covenant or provision, each of which is hereby declared to be separate and distinct. If any provision of this Agreement is declared invalid or unenforceable, that provision shall be modified to maintain the essential benefits of the bargain between the Parties hereto to the maximum extent possible, consistent with applicable laws and public policy.

VI.9. **Relationship of the Parties.** Intentionally Omitted.

VI.10. **No Third-Party Beneficiaries.** None of the provisions of this Agreement is intended to provide any rights or remedies to any person other than the Parties hereto and their respective successors and permitted assigns.

VI.11. **Construction.**

(a) **Headings.** The headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

(b) **Interpretation.** For purposes of this Agreement, whenever the context requires: **(i)** the singular number shall include the plural, and vice versa and **(ii)** "days" shall refer to calendar days, unless otherwise stated. Except where the context requires otherwise, whenever used in this Agreement, the singular includes the plural, the plural includes the singular, the use of any gender is applicable to all genders and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" and variations thereof, shall not be

deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”

(c) *Neutral Construction.* Each of the Parties hereto has been represented by legal counsel and the Parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be applied in the construction or interpretation of this Agreement.

VI.12. *Entire Agreement.* This Agreement, together with any Schedules and Exhibits hereto, sets forth the entire understanding of the Parties hereto relating to the subject matter hereof as of the date hereof and supersedes all prior agreements and understandings among or between any of the Parties relating to the subject matter hereof, including any term sheet developed by and among the Parties hereto.

VI.13. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. The exchange of copies of this Agreement or amendments thereto and of signature pages by facsimile transmission or by email transmission in portable digital format, or similar format, shall constitute effective execution and delivery of such instrument(s) as to the Parties and may be used in lieu of the original Agreement or amendment for all purposes. Signatures of the Parties transmitted by facsimile or by email transmission in portable digital format, or similar format, shall be deemed to be their original signatures for all purposes.

[Signature page follows]

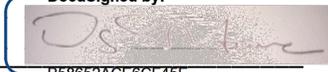
IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first set forth above.

HOST:

GUEST:

DocuSigned by:

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DocuSigned by:

B58652ACE6CF45E...

By: Meredith Corporation, Local Media Group
Name: Doug Lowe
Title: Exec VP

By: Meredith Corporation, Local Media Group
Name: Doug Lowe
Title: Exec VP

**EXHIBIT A
Deployment Plan**

**Guest Program Stream(s):
KPDX .1 - MyNet In 720p
KPDX .3 BounceTV in 480i**

(Mapped to PSIP 49.1, 49.3)

Schedule 4.1
Service Level Agreement

Guest Program Stream(s):
KPDX .1 - MyNet In 720p
KPDX .3 in 480i

(Mapped to PSIP 49.1, 49.3)

**Schedule 6.1
Contact Information for Notices**

To Guest:

Joshua N. Pila, Esq.

General Counsel - LMG

425 14th St NW

Atlanta, GA 30318

Tom Casey

VP Technology

425 14th St NW

Atlanta, GA 30318

To Host:

Joshua N. Pila, Esq.

General Counsel - LMG

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Atlanta, GA 30318

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