

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is made and entered into as of February 28, 2019 (the “**Effective Date**”), by and between POST COMMUNITY MEDIA LLC, a Maryland limited liability company (“**Seller**”), and THE COMMISSIONERS OF ST. MARY’S COUNTY, a body corporate and politic (“**Purchaser**”).

1. PURCHASE AND SALE OF PROPERTY.

On the terms and conditions stated in this Agreement, Seller hereby agrees to sell to Purchaser and Purchaser hereby agrees to purchase from Seller all of the following described property (collectively, the “**Property**”):

1.1 Land. Seller’s fee simple interest in and to all of that certain tract of land situated in St. Mary’s County, Maryland, and described more particularly in Exhibit A attached hereto and incorporated herein by reference, together with all rights and appurtenances pertaining to such land, including, without limitation, all of Seller’s right, title and interest in and to (a) all adjacent strips, streets, roads, alleys and rights-of-way, public or private, open or proposed, (b) all easements, privileges, and hereditaments, whether or not of record, and (c) all access, air, water, riparian, development, utility, and solar rights (collectively, the “**Land**”).

1.2 Improvements. The building commonly known as 23125 Camden Way, California, Maryland, and all other improvements and structures, constructed on the Land (collectively, the “**Improvements**”).

2. PURCHASE PRICE.

2.1 Payment. The purchase price (the “**Purchase Price**”) for the Property will be the sum of One Million Seventy-Five Thousand Dollars (\$1,075,000.00). The Purchase Price will be payable by wire transfer of immediately available funds at the Closing (as hereinafter defined).

3. TITLE AND SURVEY.

3.1 State of Title to be Conveyed. Title to the Property shall be conveyed to Purchaser at Closing in fee simple by Special Warranty Deed, free and clear of any and all liens, mortgages, deeds of trust, security interests and other encumbrances, except for (a) those items approved or deemed approved by Purchaser pursuant to Section 3.2, and (b) the lien of real estate taxes not yet due and payable. The items referred to in clauses (a) and (b) above and those matters deemed to be Permitted Exceptions pursuant to Section 3.2 below are hereinafter referred to as the “**Permitted Exceptions**.” Notwithstanding the foregoing provisions of this Section 3.1 to the contrary, such term shall not include, and Seller shall be required to cure: (i) the liens of any mortgage, trust deed or deed of trust evidencing an indebtedness owed by Seller, (ii) tax liens for delinquent ad valorem real estate taxes, and (iii) mechanics liens pursuant to a written agreement between the claimant and Seller.

3.2 Title Commitment and Survey. Purchaser, at its own expense, shall promptly after the Effective Date order a title commitment for the Property, together with copies of all instruments referred to in said title commitment, and a survey of the Property, copies of all of which shall promptly be provided to Seller. Purchaser shall notify Seller in writing of any title matters listed in the title commitment or matters depicted on the survey of which Purchaser disapproves (the “**Title Objections**”). Any matters to which Purchaser does not object as provided above shall be deemed to be Permitted Exceptions. In the event Purchaser so notifies Seller of any Title Objections within a reasonable period of time not to extend beyond five (5) Business Days (as defined in Section 15.11) prior to the expiration of the Study Period (as defined in Section 5.1), Seller shall notify Purchaser in writing prior to the expiration of the Study Period whether it will attempt to eliminate or cure such disapproved matters or to make arrangements to have such disapproved matters eliminated, cured, or removed of record from title by bonding or otherwise at or prior to the Closing. If Seller fails to notify Purchaser that it is willing to attempt to eliminate or cure such matters, then Seller shall be deemed to have elected not to take such action, and if Purchaser does not exercise its right to terminate this Agreement by the expiration of the Study Period pursuant to Article 5, then such matters shall be deemed to be Permitted Exceptions.

3.3 Failure to Cure Title Objections. If Seller indicates that it will attempt to eliminate or cure all such disapproved matters, or make arrangements to have all such matters eliminated, cured or removed of record from title, prior to or at the Closing but fails to do so, Purchaser shall have the right, at its option, to terminate this Agreement by giving written notice of such election to Seller. Upon the giving of such notice by Purchaser to Seller, this Agreement shall terminate and neither Seller nor Purchaser shall have any further rights or obligations under this Agreement except for any obligations that expressly survive termination. In no event shall Seller have any liability to Purchaser for any failure to cure or eliminate any disapproved title matter.

4. PROPERTY INFORMATION.

4.1 Seller has previously delivered, or otherwise made available as appropriate, to Purchaser, for Purchaser’s review, the materials set forth on Schedule 4.1 (collectively, the “**Property Information**”). Purchaser shall keep such Property Information confidential, and Seller makes no representation or warranty as to the truth or accuracy of the Property Information provided to Purchaser, except as otherwise expressly provided in this Agreement. If Closing does not occur for any reason whatsoever, all Property Information and any tests and studies performed by Purchaser pursuant to Article 5 shall be returned promptly to Seller.

5. STUDY PERIOD, ACCESS AND CONTINGENCY PERIOD.

5.1 Study Period. During the thirty (30) day period commencing on the Effective Date (the “**Study Period**”), Purchaser will have the right to enter the Property for the sole purpose of conducting such investigations, inspections, audits, analyses, surveys, tests, examinations, studies, and appraisals of the Property, as Purchaser deems necessary or desirable, at Purchaser’s sole cost and expense, in order to determine if the Property is suitable for Purchaser’s purposes; provided, however, that Purchaser shall not perform any invasive testing (including, without limitation, the drilling of holes) in, on or about the Property.

5.2 Access. To facilitate the due diligence contemplated in this Article 5, Seller will provide Purchaser and Purchaser's agents and representatives reasonable access to the Property. Purchaser will conduct any such investigations, inspections, audits, analyses, surveys, tests, examinations, studies, and appraisals only on Business Days and will use reasonable efforts to minimize interference with Seller's operations at the Property. Purchaser shall not materially alter or disturb the Property in any manner whatsoever, and Purchaser shall not permit any mechanics' liens to be filed against the Property or any part thereof as a result of Purchaser's and its agents' and representatives' activities prior to Closing.

5.3 Indemnity. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any and all liens, claims, or damages of any kind or nature whatsoever, including, without limitation, any and all demands, actions or causes of action, assessments, losses, costs, expenses, liabilities, interest and penalties, and reasonable attorneys' fees suffered, incurred or sustained by Seller as a result of, by reason of, or in connection with any of Purchaser's or Purchaser's agents' or representatives' activities under this Article 5. Purchaser will promptly restore the Property substantially to its condition before any damage that may have been caused by Purchaser or Purchaser's agents or representatives in the conduct of the review. Notwithstanding anything set forth herein to the contrary, the indemnification and restoration obligations of Purchaser in this Section 5.3 will survive Closing or the earlier termination, for any reason, of this Agreement.

5.4 Option to Terminate. If for any reason whatsoever in Purchaser's sole and absolute discretion Purchaser elects not to proceed with the transaction contemplated by this Agreement, then Purchaser may terminate this Agreement by giving written notice to Seller by the end of the Study Period in which event (i) all Property Information provided to Purchaser by Seller, including copies thereof in any form whatsoever, including electronic form, shall be returned to Seller, along with any and all tests and studies of the Property performed by or on behalf of Purchaser pursuant to this Article 5; and (ii) the parties will have no further rights or obligations under this Agreement, except for any obligations that expressly survive termination. If Purchaser fails to notify Seller in writing before 5:00 P.M. Washington, D.C., time on the last day of the Study Period that Purchaser has elected to terminate this Agreement, then Purchaser shall be deemed to have elected not to terminate this Agreement.

5.5 As Is, Where Is.

5.5.1 Except as provided in the express representations and warranties of Seller set forth in Section 6.1 of this Agreement and in Seller's Special Warranty Deed to be delivered at Closing (collectively, the "**Express Representations**"), Seller does not, by the execution and delivery of this Agreement, and Seller shall not, by the execution and delivery of any document or instrument executed and delivered in connection with Closing, make any representation or warranty, express or implied, of any kind or nature whatsoever, with respect to the Property, and all such warranties are hereby disclaimed.

5.5.2 Without limiting the generality of the foregoing, other than the Express Representations, Seller makes, and shall make, no express or implied warranty as to matters of zoning, acreage, tax consequences, physical or environmental condition (including, without limitation, laws, rules, regulations, orders and requirements pertaining to the use, handling,

generation, treatment, storage or disposal of any toxic or hazardous waste or toxic, hazardous or regulated substance), valuation, governmental approvals, governmental regulations or any other matter or thing relating to or affecting the Property (collectively, the “**Disclaimed Matters**”).

5.5.3 Notwithstanding anything to the contrary set forth in this Agreement, but subject to the Seller’s obligations set forth in Section 7.1 hereof, the Property, including without limitation the roofs, all structural components, all heating, ventilating, air conditioning, mechanical, plumbing, and electrical systems, fire and life safety and all other parts of the buildings constituting a portion of the Property, shall be conveyed to Purchaser, and Purchaser shall accept same, in their “AS IS” “WHERE IS” condition on the closing date, “WITH ALL FAULTS” and “SUBJECT TO ALL DEFECTS.” Purchaser acknowledges that Seller’s willingness to sell the Property to Purchaser at the Purchase Price has been induced, in part, by the agreement of Purchaser to purchase the Property in such “AS IS” condition.

5.5.4 Without in any way limiting any provision of this Section 5.5, Purchaser specifically acknowledges and agrees that, except with respect to the obligations of Seller set forth in Section 7.1 hereof, Purchaser hereby waives, releases and discharges any claim it has, might have had or may have against Seller with respect to (a) the Disclaimed Matters, (b) the condition of the Property as of the Closing Date, (c) the past, present or future condition or compliance of the Property with regard to any environmental protection, pollution control or land use laws, rules, regulations, orders or requirements, including, without limitation, CERCLA (as hereinafter defined), or (d) any other state of facts that exists with respect to the Property.

6. REPRESENTATIONS AND WARRANTIES.

6.1 Seller’s Representations and Warranties. Seller represents to Purchaser as of the Effective Date:

6.1.1 Organization. Seller is duly formed, validly existing and in good standing under the laws of the state of its organization.

6.1.2 Authority/Consent. Seller possesses all requisite power and authority, has taken or will by Closing have taken all actions required by its organizational documents and applicable law, and has obtained all necessary consents, to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement.

6.1.3 Litigation. No material action, suit or other proceeding (including, but not limited to, any condemnation action) is pending that concerns or involves the Property.

6.1.4 Bankruptcy. No bankruptcy, insolvency, reorganization or similar action or proceeding, whether voluntary or involuntary, is pending, or to Seller’s knowledge threatened in writing, against Seller.

6.1.5 Other Sales Agreements. Seller has not entered into any other contract to sell the Property or any part thereof which is currently in effect.

6.1.6 Service Contracts. There are no contracts of construction, employment, management, service or supply in effect entered into by Seller which will affect the Property or operations of the Property after Closing.

6.1.7 Leases. There are no leases, rental agreements, licenses, license agreements or other occupancy agreements with any tenant in effect which will affect the Property after Closing.

6.1.8 Violations of Law. Seller has not received written notice from any governmental authority of any material violations of any federal, state, county or municipal laws, ordinances, orders, regulations and requirements affecting the Property or any portion thereof (including the conduct of business operations thereon) which are unresolved.

6.1.9 Environmental Laws. Except with respect to issues (a) disclosed in any environmental report(s) obtained by Purchaser (collectively, the “**Environmental Reports**”), or otherwise disclosed by Seller to Purchaser in writing, or (b) that would not have a material adverse effect on the Property or the business of Seller operated thereon, to Seller’s knowledge, (i) the Property is not in violation of any Environmental Law (as hereinafter defined) relating to the Property and (ii) no underground storage tanks are currently located at the Property. As used herein, the term “**Environmental Law**” means any law, statute, ordinance, rule, regulation, order or determination of any governmental authority or agency affecting the Property and pertaining to health or the environment including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1982 (“**CERCLA**”) and the Resource Conservation and Recovery Act of 1986.

6.1.10 Foreign Person. Seller is not a “foreign person,” “foreign trust” or “foreign corporation” within the meaning of the United States Foreign Investment in Real Property Tax Act of 1980 and the Internal Revenue Code of 1986, as subsequently amended.

6.2 Purchaser’s Representations and Warranties. Purchaser represents to Seller that, as of the Effective Date:

6.2.1 Organization. Purchaser is duly formed, validly existing and in good standing under the laws of the state of its organization.

6.2.2 Authority/Consent. Purchaser possesses all requisite power and authority, has taken or will by Closing have taken all actions required by its organizational documents and applicable law, and has obtained all necessary consents, to execute and deliver this Agreement and to consummate the transactions contemplated in this Agreement.

6.2.3 Nature of Transaction. The purchase of the Property is not contingent upon financing of any nature or kind.

6.3 Knowledge. For purposes of this Agreement, the phrase “to Seller’s knowledge” and phrases of similar import mean to the present, actual knowledge of Damien Brouillard, the current employee of a Seller affiliate in the primary position of responsibility with respect to the Property, without investigation or review of files relating to the Property. Such individual is named in this Agreement solely for the purpose of establishing the scope of Seller’s knowledge.

Such individual shall not be deemed to be party to this Agreement nor to have made any representations or warranties personally, and no recourse shall be had to such individual for any of Seller's representations and warranties hereunder, and Purchaser hereby waives any liability of or recourse against such individual.

6.4 Survival. Notwithstanding anything set forth in this Agreement to the contrary, the representations and warranties of each party contained in this Article 6 shall survive Closing for three (3) months following the Closing.

7. COVENANTS PRIOR TO CLOSING.

7.1 Operation of Property.

7.1.1 From the Effective Date until the Closing, Seller shall continue to operate, maintain and repair the Property in the ordinary course of business but shall not take any of the following actions after the end of the Study Period without the prior written consent of Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed: (a) make or permit to be made any material alterations to or upon the Property, (b) enter into any contracts for the provision of services and/or supplies to the Property which are not terminable by Seller prior to Closing, (c) enter into any leases with respect to the Property or any part thereof, (d) reduce in any material respect the level of maintenance to the Property, or (e) remove or permit the removal from the Property of any fixtures, mechanical equipment, or any other item included in the Property except when replaced with items of equal or greater quality and except for the use and consumption of inventory, office and other supplies and spare parts, and the replacement of worn out, obsolete and defective tools, equipment and appliances, in the ordinary course of business. Any request for Purchaser's consent pursuant to this Section 7.1.1 shall be in writing. Purchaser shall have a period of three (3) Business Days after receipt of such request to notify Seller in writing of its objections, if any, to Seller's proposed transaction pursuant to this Section 7.1.1. In the event that Purchaser fails to so notify Seller of its objections to Seller's proposed transaction pursuant to this Section 7.1.1 within such time period, it shall be conclusively presumed that Purchaser has approved the terms thereof, and Seller may enter into such transaction on the proposed terms.

7.1.2 Notwithstanding the foregoing, Seller shall have no obligation to Purchaser to (a) bring the Property into compliance with any laws or regulations applicable to the Property, (b) make any repairs or improvements to any portion of the Property that would improve the condition of the Property beyond the condition of the Property as it exists on the Effective Date, or (c) make or perform, during the term of this Agreement, any extraordinary repairs or maintenance. For purposes hereof, "**extraordinary repairs or maintenance**" shall mean: (i) non-routine or non-scheduled repairs, service, maintenance or repairs required to correct written notice of governmental violations the cost of which would exceed Five Thousand Dollars (\$5,000.00) each, or more than Fifteen Thousand Dollars (\$15,000.00) in the aggregate during the term of this Agreement, and (ii) any structural repairs (including without limitation, repairs to the structural portions of the Property and repairs to the exterior or common area improvements located on the Property such as driveways, sidewalks, or utilities).

7.2 Receipt of Governmental Notices. Prior to Closing, Seller shall provide Purchaser with copies of any written notices that Seller receives with respect to (i) any special assessments or proposed increases in the valuation of the Property, (ii) any condemnation or eminent domain proceedings affecting the Property, or (iii) any violation of any Environmental Law or any zoning, health, fire, safety or other law, regulation or code applicable to the Property.

7.3 Litigation. Seller will advise Purchaser promptly of any litigation, arbitration proceeding or administrative hearing which concerns or affects the Property in any manner and which is instituted after the Effective Date.

7.4 Insurance. Prior to Closing Seller will maintain Seller's existing insurance coverage with respect to the Property.

8. CONDITIONS PRECEDENT TO CLOSING.

8.1 Conditions Precedent to Purchaser's Obligations to Close. Purchaser's obligation to purchase the Property is subject to satisfaction on or before the Closing Date (as such date may be extended as provided herein) of the following conditions, any of which may be waived in writing by Purchaser in Purchaser's sole and absolute discretion:

8.1.1 Covenants. Seller shall have performed and observed in all material respects all covenants of Seller under this Agreement.

8.1.2 Representations and Warranties. All representations and warranties of Seller set forth in this Agreement shall be true and correct in all material respects as if made on the Closing Date.

8.1.3 Title. A final examination of the title to the Real Property shall disclose no title exceptions except for the Permitted Exceptions, matters caused by Purchaser or its activities on the Property, or other matters approved in writing by Purchaser.

8.2 Conditions Precedent to Seller's Obligation to Close. Seller's obligation to sell the Property is subject to satisfaction, on or before the Closing Date (as such date may be extended as provided herein) of the following conditions, any of which may be waived in writing by Seller in Seller's sole and absolute discretion:

8.2.1 Covenants. Purchaser shall have performed and observed, in all material respects, all covenants of Purchaser under this Agreement.

8.2.2 Representations and Warranties. All representations and warranties of Purchaser set forth in this Agreement shall be true and correct in all material respects as if made on the Closing Date.

8.3 Failure of a Condition.

8.3.1 In the event that any condition precedent to Closing has not been satisfied on or before the Closing Date, then the party whose conditions to Closing have not been satisfied (the "**Unsatisfied Party**") shall give notice to the other of the condition or conditions which the

Unsatisfied Party asserts are not satisfied. In such notice the Unsatisfied Party shall also elect either (i) to extend the Closing Date for a reasonable period of time (not to exceed twenty (20) days) to allow the satisfaction of the applicable condition, or (ii) to terminate this Agreement, whereupon (a) all Property Information provided to Purchaser by Seller, including copies thereof in any form whatsoever, including electronic form, shall be returned to Seller, along with any and all tests and studies of the Property performed by or on behalf of Purchaser pursuant to Article 5, and (b) neither party shall have any further rights or obligations hereunder (other than any obligations of either party that expressly survive termination), except if such failure of a condition is due to a default by one of the parties, in which event the non-defaulting party shall have those rights and remedies set forth in Article 11.

8.3.2 If the transaction contemplated by this Agreement closes, then the parties shall be deemed to have waived any and all unmet or unsatisfied conditions, other than any unmet or unsatisfied conditions arising out of a breach by either party of any of its representations and warranties hereunder of which the other party has no knowledge as of Closing.

9. CLOSING.

9.1 Closing Date. The consummation of the transaction contemplated hereby (the “**Closing**”) will take place Seller’s counsel in Washington, D.C. on the date (the “**Closing Date**”) that is forty five (45) days following the Effective Date, unless Seller and Purchaser mutually agree in writing to an earlier date (neither Seller nor Purchaser being under any obligation to so agree). Closing shall be conducted as a “New York style” closing. The Closing shall be performed “by mail” so as not to require the physical presence of the parties at the applicable location.

9.2 Seller’s Obligations at the Closing. At the Closing, Seller will do, or cause to be done, the following:

9.2.1 Closing Documents. Seller shall execute, acknowledge (if necessary) and deliver (or, with respect to the document described in Section 9.2.1.2 of this Agreement, shall cause Nash Holdings LLC to do so) originals of the following documents:

9.2.1.1 A Special Warranty Deed in the form of Exhibit C;

9.2.1.2 A Certificate of Non-Foreign Status in the form of Exhibit D;

9.2.1.3 A settlement statement showing all of the payments, adjustments and prorations provided for in Section 9.5 and otherwise agreed upon by Seller and Purchaser; and

9.2.1.4 A customary form of affidavit for the benefit of the title insurance company conducting the title examination (the “**Title Company**”) certifying (i) the absence of claims which would give rise to mechanics’ and materialmen’s liens, and (ii) that Seller is the only party in possession of the Property. Seller shall also deliver to the Title Company such evidence as may be reasonably required by the Title Company with respect to the authority of the person(s) executing the deed of conveyance.

9.2.2 Original Property Information Documents. Seller will deliver to Purchaser originals within Seller's possession of all items comprising the Property Information referenced in Article 4.

9.2.3 Possession. Seller will deliver possession of the Property.

9.2.4 Keys. Seller will deliver all keys in its possession, if any.

9.2.5 Costs. Seller will pay all costs allocated to Seller pursuant to Section 9.5 of this Agreement.

9.3 Purchaser's Obligations at the Closing. At the Closing, Purchaser will do, or cause to be done, the following:

9.3.1 Closing Documents. At Closing, Purchaser shall execute, acknowledge (if necessary) and deliver originals of the following documents:

9.3.1.1 A settlement statement showing all of the payments, adjustments and prorations provided for in Section 9.5 and otherwise agreed upon by Seller and Purchaser; and

9.3.1.2 Such evidence as may be reasonably required by the Title Company with respect to the authority of the person(s) executing the documents required to be executed by Purchaser on behalf of Purchaser.

9.3.2 Payment of Consideration. Purchaser will pay to Seller the Purchase Price in accordance with Article 2 of this Agreement, as adjusted in accordance with the provisions of this Agreement.

9.3.3 Costs. Purchaser will pay all costs allocated to Purchaser pursuant to Section 9.5 of this Agreement.

9.4 Escrow. The delivery of the documents and the payment of the sums to be delivered and paid at the Closing shall be accomplished through an escrow with the Title Company (in such capacity, "**Escrow Agent**").

9.5 Costs and Adjustments at Closing.

9.5.1 Recordation and Transfer Tax. Seller and Purchaser shall each bear one-half (1/2) of the recordation and transfer tax on the deed of conveyance.

9.5.2 Other Closing Expenses. Examination of title, tax certificates, preparation of documents, conveyancing, notary fees, recordation taxes on any deeds of trust placed by Purchaser, one-half of the Escrow Agent's settlement fee and all other closing costs (except as otherwise expressly specified in Section 9.5.1 above and this Section 9.5.2) shall be borne by Purchaser. Seller shall be responsible for one-half of the Escrow Agent's settlement fee. Subject to Section 15.14 below, each party shall be responsible for its own attorneys' fees.

9.5.3 Real Estate Taxes. Real estate and ad valorem taxes for the year of Closing will be prorated between Seller and Purchaser as of Closing Date on the basis of actual bills therefor, if available. If such bills are not available, then such taxes shall be prorated on the basis of the most currently available tax bills and, thereafter, promptly re-prorated upon the availability of actual bills for the period. All rebates or reductions in taxes received subsequent to Closing, net of costs of obtaining the same, shall be prorated as of the Closing, when received.

9.5.4 Utilities. Water, sewer, natural gas, electric and other utility charges shall be prorated as of the Closing Date. If consumption of any of the foregoing is measured by meter, Seller shall, prior to the Closing Date, obtain a reading of each such meter and a final bill as of the Closing Date. If there is no such meter or if the bill for any of the foregoing will not have been issued as of the Closing Date, the charges therefor shall be adjusted at the Closing Date on the basis of the charges of the prior period for which such bills were issued and shall be further adjusted between the parties when the bills for the correct period are issued. Seller and Purchaser shall cooperate to cause the transfer of utility accounts from Seller to Purchaser. Seller shall be entitled to retain any utility security deposits to be refunded. At Closing, Purchaser shall post substitute utility security deposits to replace those previously paid by Seller or, if the utility provider will not refund such deposits to Seller, Seller shall be reimbursed therefor by Purchaser at Closing.

9.5.5 Insurance Policies. Premiums on insurance policies will not be adjusted. As of the Closing Date, Seller will terminate its insurance coverage and Purchaser will effect its own insurance coverage.

9.5.6 Other Income and Expenses. All other income and operating expenses for or pertaining to the Property will be prorated as of the Closing Date.

9.5.7 Post-Closing Adjustment. Except as expressly set forth in Section 9.5.3, all adjustments for items to be prorated pursuant to Section 9.5 shall be completed and paid within thirty (30) days after the Closing Date.

9.5.8 Survival. The provisions of this Section 9.5 shall survive Closing.

10. RISK OF LOSS, DAMAGE, CONDEMNATION.

10.1 Risk of Loss. Risk of loss for damage to the Property, or any part thereof, by fire or other casualty from the Effective Date through the Closing Date will be on Seller, except as otherwise provided in Article 5, and except for any liabilities caused by Purchaser, its agents, representatives, invitees, employees or contractors.

10.2 Damage. If, prior to the Closing, all or a material portion of the Property is damaged by fire or any other cause whatsoever, Seller shall promptly give Purchaser written notice of such damage.

10.2.1 Minor Damage. If the cost for repairing such damage is Two Hundred Fifty Thousand Dollars (\$250,000.00) or less (as determined by Seller's independent insurer), then Purchaser shall have the right at Closing to receive the amount of the deductible plus all insurance proceeds received by Seller as a result of such loss, or an assignment of Seller's rights

to such insurance proceeds, and this Agreement shall continue in full force and effect with no reduction in the Purchase Price and Seller shall have no further liability or obligation to repair such damage or to replace the Property.

10.2.2 Major Damage. If the cost for repairing such damage is greater than Two Hundred Fifty Thousand Dollars (\$250,000.00) (as determined by Seller's independent insurer), then Purchaser shall have the option, exercisable by written notice delivered to Seller within five (5) days after Seller's notice of damage to Purchaser, either (i) to receive the amount of the deductible plus all insurance proceeds received by Seller as a result of such loss, or an assignment of Seller's rights to such insurance proceeds, and this Agreement shall continue in full force and effect with no reduction in the Purchase Price and Seller shall have no further liability or obligation to repair such damage or to replace the Property, or (ii) to terminate this Agreement. If Purchaser elects to terminate this Agreement, Purchaser give notice to Seller thereof and thereafter neither party will have any further rights or obligations hereunder, except for any obligations that expressly survive termination. If Purchaser fails to notify Seller within such five (5) day period of Purchaser's intention to terminate this Agreement, then Purchaser shall be deemed to have elected option (i), and Purchaser and Seller shall proceed to Closing in accordance with the terms and conditions of this Agreement.

10.3 Condemnation and Eminent Domain. In the event that any condemnation proceedings are instituted, or notice of intent to condemn is given, with respect to any material portion of the Property (in both cases, other than by Purchaser), Seller shall promptly notify Purchaser thereof, in which event Purchaser shall have the option, to be exercised by notice to Seller not later than ten (10) days after receipt of such notice from Seller, either to terminate this Agreement, in which case the parties shall have no further rights or obligations under this Agreement, except for any obligations that expressly survive termination, or to consummate the purchase of the Property without reduction of the Purchase Price, in which event the right to collect any condemnation award or compensation for such condemnation shall be assigned by Seller to Purchaser at Closing. Failure to give notice of Purchaser's election within such ten (10) day period shall be deemed an election by Purchaser to proceed to Closing. For purposes of this Section 10.3, it is expressly understood and agreed that a condemnation relating to less than ten percent (10%) of the area of the Property shall be deemed an immaterial condemnation.

11. REMEDIES AND ADDITIONAL COVENANTS.

11.1 Seller Default. In the event Seller breaches any of its representations or warranties (other than breaches of representations or warranties resulting from (i) changes in Seller's knowledge and/or (ii) conditions or events outside of Seller's reasonable control) or fails to perform any of its covenants in any material respect, and such breach or failure shall continue for a period of ten (10) Business Days after notice thereof from Purchaser, then Purchaser's sole and exclusive remedies shall be either (a) to file an action to obtain specific performance of Seller's obligation to deliver the Property and Property Information described in Article 4, or (b) to terminate this Agreement by giving written notice thereof to Seller prior to or at the Closing in which event, neither Seller nor Purchaser will have any further rights or obligations under this Agreement, except for any obligations that expressly survive termination. By written notice to Seller within ten (10) Business Days after the expiration of the ten (10) Business Day period set forth above, Purchaser shall elect whether to proceed under clause (a) or clause (b) above; if

Purchaser fails timely to provide such notice, Purchaser shall conclusively be deemed to have elected to proceed under clause (b) above. In no event whatsoever shall Purchaser be entitled to any damages, rights or remedies against Seller as a result of any default of Seller hereunder, other than as specifically set forth in this Section 11.1 and Article 12 below.

11.2 Purchaser Default. The parties acknowledge and agree that Seller should be entitled to compensation for any detriment suffered if Purchaser breaches any of its representations or warranties or fails to perform any of its covenants in any material respect but agree that it would be extremely difficult to ascertain the extent of the actual detriment Seller would suffer as a result of such breach and/or failure. Consequently, if Purchaser breaches any of its representations or warranties (other than breaches of representations or warranties resulting from (i) changes in Purchaser's knowledge and/or (ii) conditions or events outside of Purchaser's reasonable control), fails to perform any of its covenants in any material respect, or otherwise defaults in its obligations hereunder, and such breach, failure or other default shall continue for a period of ten (10) Business Days after notice thereof from Seller (it being agreed, however, that such notice and cure period shall not be applicable to Purchaser's failure timely to consummate this Agreement), then Seller shall be entitled to terminate this Agreement by giving written notice thereof to Purchaser prior to or at the Closing, in which event neither Seller nor Purchaser will have any further rights or obligations under this Agreement, except for any obligations that expressly survive termination. In no event whatsoever shall Seller be entitled to any damages, rights or remedies against Purchaser as a result of any default of Purchaser hereunder, other than as specifically set forth in Section 4.3 above, this Section 11.2 and Article 12 below.

11.3 Delivery of Materials. Notwithstanding anything contained in this Agreement to the contrary, if this Agreement is terminated for any reason whatsoever, then Purchaser shall promptly deliver to Seller all Property Information provided to Purchaser by Seller, including copies thereof in any form whatsoever, including electronic form, along with any and all tests and studies of the Property performed by or on behalf of Purchaser pursuant to this Article 5. If Seller so requests, Purchaser shall execute and deliver to Seller an assignment agreement assigning, to the extent assignable, all of Purchaser's right, title, and interest in and to such tests and studies, free and clear of all liens and claims for payment. The obligations of Purchaser under this Section 11.3 shall survive any termination of this Agreement.

11.4 Seller's Post-Closing Liability. Notwithstanding anything contained in this Agreement to the contrary, to the extent an action against Seller for damages is permitted after Closing, then (a) any such action must be instituted within three (3) months after Closing or such action and such damages are thereafter barred, (b) except as expressly set forth in Section 12.2 below, Purchaser may bring such an action for a breach or default by Seller only if the aggregate, actual direct damages from all breaches and defaults by Seller related to this Agreement or the transaction contemplated hereby exceeds Twenty Five Thousand Dollars (\$25,000.00), (c) the aggregate liability of Seller for all damages of any kind related to this Agreement or the transaction contemplated hereby shall be limited to One Hundred Thousand Dollars (\$100,000.00), and (d) following Closing (it being understood and agreed that Section 11.1 sets forth Purchaser's remedies prior to Closing), Seller shall be liable only for actual damages for any breach or default by Seller under this Agreement, and Purchaser waives the right to collect special, consequential, punitive, or any other damages other than actual damages in connection with this Agreement and the transaction contemplated hereby; however, nothing in this Section

11.4 shall limit Purchaser's rights under Section 15.14. The provisions of this Section 11.4 shall survive Closing.

12. BROKERAGE COMMISSION.

12.1 Broker. Seller represents and warrants to Purchaser that Seller has not contacted or entered into any agreement with any real estate broker, agent, finder, or any party in connection with this transaction except for Shasho Consulting, P.A. (the "**Broker**"), and that Seller has not taken any action which would result in any real estate broker's or finder's fees or commissions being due and payable to any party other than the Broker with respect to the transaction contemplated hereby. Seller will be solely responsible for the payment of commissions to the Broker in accordance with the provisions of a separate written agreement between Seller and the Broker. Purchaser hereby represents and warrants to Seller that Purchaser has not contracted or entered into any agreement with any real estate broker, agent, finder, or any party in connection with this transaction, except for the Broker, and that Purchaser has not taken any action which would result in any real estate broker's or finder's fees or commissions being due or payable to any party other than the Broker with respect to the transaction contemplated hereby.

12.2 Indemnity. Each party hereby indemnifies and agrees to hold the other party harmless from any loss, liability, damage, cost, or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by the other party by reason of a breach of the representation and warranty made by such party under this Article 12. Notwithstanding anything to the contrary contained in this Agreement, the indemnities set forth in this Section 12.2 shall survive the Closing.

13. NOTICES.

13.1 Written Notice. All notices, demands and requests which may be given or which are required to be given by either party to the other party under this Agreement must be in writing.

13.2 Method of Transmittal. All notices, demands, requests or other communications required or permitted to be given hereunder must be sent (i) by United States certified mail, postage fully prepaid, return receipt requested, (ii) by hand delivery, (iii) by Federal Express or a similar nationally recognized overnight courier service, or (iv) by facsimile with both telephonic confirmation and a confirmation copy delivered by another method set forth in this Section. All such notices, demands, requests or other communications shall be deemed to have been given for all purposes of this Agreement upon the date of receipt or refusal, except that whenever under this Agreement a notice is either received on a day which is not a Business Day or is required to be delivered on or before a specific day which is not a Business Day, the day of receipt or required delivery shall automatically be extended to the next Business Day.

13.3 Addresses. The addresses for proper notice under this Agreement are as follows:

Purchaser:

c/o St. Mary's County Government
41770 Baldrige St.
Post Office Box 653
Leonardtown, MD 20650
Attn: David A. Weiskopf
Phone: (301) 475-4200, ext. 71703
Facsimile: (301) 475-4660

Seller:

c/o WP Company, LLC
1301 K Street, N.W.
Washington, D.C. 20005
Attn: Jay Kennedy
Phone: (202) 334-7869
Facsimile: (202) 334-5075

with a copy to:

Pillsbury Winthrop Shaw Pittman LLP
1200 Seventeenth Street, N.W.
Washington, D.C. 20036
Attn: Christian A. Buerger
Phone: (202) 663-9146
Facsimile: (202) 663-8007

Either party may from time to time by written notice to the other party designate a different address for notices within the United States of America.

14. ASSIGNMENT.

Neither party shall have the right to assign this Agreement without the prior written consent of the other, which consent may be granted or withheld in the sole and absolute discretion of the party whose consent has been requested; provided, however, that at Closing Purchaser shall have the right to assign this Agreement to any entity that controls, is controlled by or is under common control with, Purchaser. Any attempted assignment of this Agreement in violation of the foregoing sentence shall, at the option of the non-assigning party, be void and without force or effect.

15. MISCELLANEOUS.

15.1 Entire Agreement. This Agreement embodies the entire agreement between the parties and cannot be varied except by the written agreement of the parties and supercedes all prior agreements and undertakings.

15.2 Modifications. This Agreement may not be modified except by the written agreement of the parties.

15.3 Gender and Number. Words of any gender used in this Agreement will be construed to include any other gender and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise.

15.4 Captions. The captions used in connection with the Articles, Sections and Subsections of this Agreement are for convenience only and will not be deemed to expand or limit the meaning of the language of this Agreement.

15.5 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the parties hereto and, subject to Article 14, their respective legal representatives, successors and assigns.

15.6 Controlling Law. This Agreement will be construed under, governed by and enforced in accordance with the laws of the state where the Property is located.

15.7 Exhibits. All exhibits, attachments, annexed instruments and addenda referred to herein will be considered a part hereof for all purposes with the same force and effect as if copied verbatim herein.

15.8 No Rule of Construction. Seller and Purchaser have each been represented by counsel in the negotiations and preparation of this Agreement; therefore, this Agreement will be deemed to be drafted by both Seller and Purchaser, and no rule of construction will be invoked respecting the authorship of this Agreement.

15.9 Severability. In the event any one or more of the provisions contained in this Agreement (except the provisions relating to Seller's obligations to convey the Property and Purchaser's obligation to pay the Purchase Price, the invalidity of either of which shall cause this Agreement to be null and void) are held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein, provided, however, that the parties hereto shall endeavor in good faith to rewrite the affected provision to make it (i) valid and (ii) consistent with the intent of the original provision.

15.10 Time of Essence. Time is important to both Seller and Purchaser in the performance of this Agreement, and both parties have agreed that TIME IS OF THE ESSENCE with respect to any date set out in this Agreement.

15.11 Business Days. "**Business Day**" means any day on which business is generally transacted by banks in the jurisdiction in which the Property is situated. If the final date of any period which is set out in any paragraph of this Agreement falls upon a day which is not a Business Day, then, and in such event, the time of such period will be extended to the next Business Day.

15.12 No Memorandum; Confidentiality. Purchaser and Seller agree not to record this Agreement or any memorandum hereof. Purchaser and Seller agree to hold this Agreement, the terms hereof and all information related to this transaction in strict confidence, and will not disclose such information to any person other than directors, officers, employees and agents of each, as well as to consultants, banks or other third parties working with Seller or Purchaser in connection with the transaction, in each case who need to know such information for the purpose of consummating this transaction. This prohibition will not be applicable to disclosure of

information required by applicable law, rule or regulation and will survive the termination of this Agreement for one (1) year, but will not survive the Closing.

15.13 Press Releases. Prior to Closing, any release to the public of information with respect to the matters set forth in this Agreement will be made only in the form approved by Purchaser and Seller and their respective counsel.

15.14 Attorneys' Fees and Costs. In the event either party is required to resort to litigation to enforce its rights under this Agreement, the prevailing party in such litigation will be entitled to collect from the other party all costs, expenses and attorneys' fees incurred in connection with such action.

15.15 Counterparts and Expiration of Offer. This Agreement may be executed in multiple counterparts which shall together constitute a single document. However, this Agreement shall not be effective unless and until all counterpart signatures have been obtained. An unsigned draft of this Agreement shall not be considered an offer by either party.

15.16 Waiver of Jury Trial. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER PARTY IN CONNECTION WITH ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF SELLER AND PURCHASER HEREUNDER, PURCHASER'S OWNERSHIP OR USE OF THE PROPERTY, AND/OR ANY CLAIMS OF INJURY OR DAMAGE.

15.17 Anti-Money Laundering. Purchaser hereby represents its compliance with all applicable anti-money laundering laws, including, without limitation, the USA Patriot Act, and the laws administered by the United States Treasury Department's Office of Foreign Assets Control, including, without limitation, Executive Order 13224 (the "**Executive Order**"). Purchaser further represents (a) that it is not, and it is not owned or controlled directly or indirectly by any person or entity, on the SDN List published by the United States Treasury Department's Office of Foreign Assets Control and (b) that it is not a person otherwise identified by government or legal authority as a person with whom a U.S. Person is prohibited from transacting business. As of the date hereof, a list of such designations and the text of the Executive Order are published under the internet website address www.ustreas.gov/offices/enforcement/ofac. Purchaser covenants and agrees to deliver to Seller any certification or other evidence requested from time to time by Seller in its reasonable discretion confirming Purchaser's compliance with this Section 15.17. Notwithstanding any other provision of this Agreement, the provisions of this Section 15.17 shall survive Closing.

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement as of the date first written above.

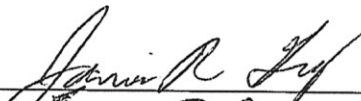
SELLER:

POST COMMUNITY MEDIA LLC,
a Maryland limited liability company

By: _____
Name: _____
Title: _____

PURCHASER:

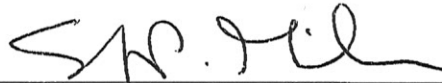
THE COMMISSIONERS OF ST. MARY'S COUNTY,
a body corporate and politic

By:  _____
Name: James R. Guy
Title: President, Commissioners of St. Mary's County

IN WITNESS WHEREOF, the parties have executed this Purchase and Sale Agreement as of the date first written above.

SELLER:

POST COMMUNITY MEDIA LLC,
a Maryland limited liability company

By: 
Name: Stephen P. Gibson
Title: VP TREASURER

PURCHASER:

THE COMMISSIONERS OF ST. MARY'S COUNTY,
a body corporate and politic

By: _____
Name: _____
Title: _____

Schedule of Exhibits and Schedules:

Exhibit A – Legal Description

Exhibit B – Intentionally Omitted

Exhibit C – Form of Special Warranty Deed

Exhibit D – Form of Certificate of Non-Foreign Status

Schedule 4.1 – Property Information

EXHIBIT A

LEGAL DESCRIPTION

All of those lots or parcels of land located in St. Mary's County, Maryland, and more particularly described as follows:

Lot 500-13D, in the Subdivision known as "Minor Subdivision Plat Resubdivision of Lot 13B First Colony Commercial Subdivision, containing 0.9223 acre, more or less, as per plat thereof duly recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber E.W.A. No. 61, folio 11.

EXHIBIT B

INTENTIONALLY OMITTED

EXHIBIT C

RETURN TO:

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ___ day of _____, 2019, by and between POST COMMUNITY MEDIA LLC, a Maryland limited liability company formerly known as POST-NEWSWEEK MEDIA, LLC (“Grantor”), and _____, a _____ (“Grantee”).

WITNESSETH:

THAT, for and in consideration of the sum of _____ Dollars (\$_____.00), cash in hand paid, Grantor does hereby grant, bargain, sell and convey, with Special Warranty of Title, unto Grantee, its successors and assigns, forever, in fee simple, all that certain parcel of land situate in St. Mary’s County, Maryland (the “Real Estate”), and being more particularly described as follows:

See Exhibit A attached hereto and incorporated herein.

This conveyance is made subject to all recorded covenants, restrictions, conditions, easements, reservations, agreements, and rights-of-way without serving to reimpose same, to the extent, but only to the extent, that the same are valid and subsisting and apply to the Real Estate or any part thereof.

TO HAVE AND TO HOLD the Real Estate, together with all rights, privileges, and advantages thereunto belonging or appertaining to Grantee, its successors and assigns, forever, in fee simple.

Grantor hereby certifies under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by the Grantee, is in the sum total of _____ Dollars (\$_____.00).

Grantor further certifies under the penalties of perjury that it is a resident entity of the State of Maryland (as defined in Code of Maryland Regulations (COMAR) 03.04.12.02B(11)) for the purpose of claiming an exemption from the tax withholding requirements of Section 10-912 of the Tax General Article of the Annotated Code of Maryland.

And the Grantor hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the Real Estate hereby conveyed; that the Grantor will warrant specially the Real Estate hereby conveyed and will execute such further assurances of the same as may be requisite.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed as of the date first above written.

POST COMMUNITY MEDIA LLC,
a Maryland limited liability company

By: _____
Name: _____
Title: _____

_____))
_____)) ss:
_____))

On this the ____ day of _____, 2019, before me, the undersigned officer, personally appeared _____, who acknowledged himself/herself to be the Authorized Representative of Post Community Media LLC, a Maryland limited liability company, and that he/she, being authorized so to do, acknowledged before me that he/she executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

_____) [SEAL]
Notary Public

My Commission Expires: _____

CERTIFICATION

I hereby certify that this instrument was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of the State of Maryland.

Name: _____

Exhibit A

Legal Description

All of those lots or parcels of land located in St. Mary's County, Maryland, and more particularly described as follows:

Lot 500-13D, in the Subdivision known as "Minor Subdivision Plat Resubdivision of Lot 13B First Colony Commercial Subdivision, containing 0.9223 acre, more or less, as per plat thereof duly recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber E.W.A. No. 61, folio 11.

EXHIBIT D

CERTIFICATE OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445) the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. For U.S. tax purposes Post Community Media LLC, a Maryland limited liability company, is a disregarded entity.

To inform the transferee that withholding of tax is not required upon the sale of the real property described in the attached Exhibit A, the undersigned Nash Holdings LLC, a Delaware limited liability company (the "Transferor"), as the sole owner of Post Community Media LLC, hereby certifies to _____, its successors and assigns (the "Transferee"), that:

1. Transferor is not a foreign person, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor's US Federal Tax Identification Number is: 90-1012631;
3. Transferor is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Income Tax Regulations; and
4. Transferor's principal office address is P. O. Box 94314, Seattle, WA 98124.

Transferor is aware that Transferee is relying upon this Certificate in not withholding ten percent (10%) of the amount realized on the disposition of the Property by Post Community Media LLC to Transferee as otherwise would be required of Transferee by Section 1445 of the Internal Revenue Code of 1986, as amended.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

TRANSFEROR:

Nash Holdings LLC, a Delaware limited liability company,
the sole owner of Post Community Media LLC

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

Legal Description

All of those lots or parcels of land located in St. Mary's County, Maryland, and more particularly described as follows:

Lot 500-13D, in the Subdivision known as "Minor Subdivision Plat Resubdivision of Lot 13B First Colony Commercial Subdivision, containing 0.9223 acre, more or less, as per plat thereof duly recorded among the Land Records of St. Mary's County, Maryland, in Plat Liber E.W.A. No. 61, folio 11.

SCHEDULE 4.1

PROPERTY INFORMATION

1. Appraisal Report dated April 26, 2016 by Hooper & Associates

