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**ASSET PURCHASE AGREEMENT**

**Dated as of February 28, 2013**

**among**

**Barrington Broadcasting LLC**

**and**

**Sinclair Television Group, Inc.**

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## ASSET PURCHASE AGREEMENT

**THIS ASSET PURCHASE AGREEMENT** (this “*Agreement*”) is made as of the 28th day of February, 2013, by and among (i) Barrington Broadcasting LLC, a Delaware limited liability company (“*Barrington*”), (ii) Barrington Broadcasting Group LLC (“*Barrington Broadcasting*”), (iii) those certain Barrington OpCos, as named and defined herein, (iv) those certain Barrington Licensees, as named and defined herein (together with the Barrington OpCos, Barrington Broadcasting, and Barrington, collectively “*Seller*” and each a “*Seller Entity*”), and (v) Sinclair Television Group, Inc., a Maryland corporation (“*Buyer*”).

### RECITALS

**WHEREAS**, Seller owns and operates the following television broadcast stations, in each case together with such translator stations that are licensed to Seller (each, a “*Barrington Station*” and collectively, the “*Barrington Stations*”), pursuant to certain authorizations issued by the Federal Communications Commission (the “*FCC*”) to the Barrington Licensees:

WFXL, Albany, GA (Fac. ID 70815)	KVIH-TV, Clovis, NM (Fac. ID 40450)
KVII-TV, Amarillo, TX (Fac. ID 40446)	WBSF, Bay City, MI (Fac. ID 82627)
KXRM-TV, Colorado Springs, CO (Fac. ID 35991)	KXTU-LD, Colorado Springs, CO (Fac. ID 22681)
WACH, Columbia, SC (Fac. ID 19199)	WEYI-TV, Saginaw, MI (Fac. ID 72052)
KGBT-TV, Harlingen, TX (Fac. ID 34457)	KRCG, Jefferson City, MO (Fac. ID 41110)
KTVO, Kirksville, MO (Fac. ID 21251)	WLUC-TV, Marquette, MI (Fac. ID 21259)
WPDE-TV, Florence, SC (Fac. ID 17012)	WHOI, Peoria, IL (Fac. ID 6866)
KHQA-TV, Hannibal, MO (Fac. ID 4690)	WSTM-TV, Syracuse, NY (Fac. ID 21252)
WSTQ-LP, Syracuse, NY (Fac. ID 10320)	WNWO-TV, Toledo, OH (Fac. ID 73354)
WPBN-TV, Traverse City, MI (Fac. ID 21253)	WTOM-TV, Cheboygan, MI (Fac. ID 21254)

**WHEREAS**, Tucker Broadcasting of Traverse City, Inc. (“*Tucker License*”) and Tucker Media and Management Consulting, L.L.C. (“*Tucker Management*” and, together with Tucker License, each, a “*Tucker Entity*” and collectively, the “*Tucker Entities*”) own and operate WGTU, Traverse City, MI (Fac. ID 59280) (“*WGTU*”) and WGTQ, Sault Ste. Marie, MI (Fac. ID 59279) (“*WGTQ*”);

**WHEREAS**, SagamoreHill of Carolina, LLC (“*SH Carolina*”) and SagamoreHill of Carolina Licenses, LLC (“*SH License*” and, together with SH Carolina, each, an “*SH Entity*” and collectively, the “*SH Entities*” and, together with the Tucker Entities, each, an “*Option Party*” and collectively, the “*Option Parties*”) own and operate WWMB, Florence, SC (Fac. ID 3133) (“*WWMB*” and, together with WGTQ and WGTU, the “*Option Stations*” which, together with the Barrington Stations, are each referred to herein as a “*Station*” and collectively referred to herein as the “*Stations*”);

**WHEREAS**, in connection with that certain Option Agreement dated August 31, 2007, as amended on December 10, 2007, by and between Barrington Traverse City LLC (“*Barrington Traverse City*”), Tucker License and Tucker Management (the “*Tucker Option Agreement*”), Barrington Traverse City has exercised its option to purchase from the Tucker Entities those certain assets (including the FCC Licenses) owned by the Tucker Entities relating

to the operation of WGTU and WGTQ that are subject to the option set forth therein (the “**Tucker Purchased Assets**”) and to assume certain liabilities of the Tucker Entities, which exercise is made pursuant to that certain Option Exercise Agreement dated February 28, 2013, by and between Barrington, Tucker Management, and Tucker License (the “**Tucker Exercise Agreement**”);

**WHEREAS**, in connection with that certain Option Agreement dated July 19, 2005, by and between Barrington Broadcasting South Carolina Corporation (“**Barrington SC**”), SH Carolina and SH License (the “**SH Option Agreement**” and, together with the Tucker Option Agreement, the “**Option Agreements**”), Barrington SC has exercised its option to purchase from the SH Entities those certain assets (including the FCC Licenses and that certain Time Brokerage Agreement dated April 28, 1994, as amended on December 9, 2003 and further amended on July 19, 2005, by and between SH Carolina and Barrington SC (the “**WWMB LMA**”)) owned by the SH Entities relating to the operation of WWMB that are subject to the option set forth therein (the “**SH Purchased Assets**” and, together with the Tucker Purchased Assets, the “**Option Assets**”) and to assume certain liabilities of the SH Entities, which exercise is made pursuant to that certain Option Exercise Agreement dated February 28, 2013, by and between Barrington, SH Carolina and SH License (the “**SH Exercise Agreement**” and, together with the Tucker Exercise Agreements, the “**Option Exercise Agreements**”);

**WHEREAS**, pursuant to the terms and subject to the conditions of the Option Exercise Agreements, the Option Parties have agreed to take all action reasonably necessary or required by Seller to facilitate the sale and transfer of the Option Assets by Seller to any Person designated by Seller in writing;

**WHEREAS**, the closing of the transactions contemplated by the Option Exercise Agreements and the closing of the transactions contemplated by this Agreement shall occur simultaneously and, at such closings, Seller shall, and, Seller, pursuant to the terms of the Option Exercise Agreements, shall cause and direct the Option Parties to, assign and transfer to Buyer or its Qualified Assignee, and Buyer and/or such Qualified Assignee shall purchase and assume the Option Assets;

**WHEREAS**, pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell, assign and transfer to Buyer and to cause the Option Parties to sell, assign and transfer to Buyer or Buyer’s Qualified Assignee, and Buyer desires to purchase, accept and assume from Seller and Buyer or Buyer’s Qualified Assignee desires to purchase and assume from the Option Parties the Purchased Assets and the Assumed Liabilities (each as defined below); and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements to be derived from this Agreement, Buyer and Seller hereby agree as follows:

## **ARTICLE I. DEFINITIONS**

**Section 1.01. Definitions.** As used in this Agreement, the following terms shall have the following meanings:

**“Accounting Firm”** means (a) an independent certified public accounting firm in the United States of national recognition mutually acceptable to Seller and Buyer or (b) if Seller and Buyer are unable to agree upon such a firm, then the regular independent auditors for Seller and Buyer shall mutually agree upon a third independent certified public accounting firm, in which event, **“Accounting Firm”** shall mean such third firm.

**“Accounts Receivable”** means all accounts receivable (other than accounts receivable relating to Tradeout Agreements or film and program barter agreements), and all rights to receive payments under any notes, bonds and other evidences of indebtedness and all other rights to receive payments, arising out of sales occurring in the conduct of the Business prior to the Effective Time for services performed (e.g., the actual broadcast of commercials sold) or delivered by the Business prior to the Effective Time.

**“Action”** means any claim, action, suit, arbitration or proceeding by or before any Governmental Authority.

**“Affiliate”** means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under common Control with such other Person.

**“Ancillary Agreements”** means the Option Exercise Agreement, the Escrow Agreement and any other certificate, agreement, document or other instrument to be executed and delivered in connection with the transactions contemplated by this Agreement.

**“Antitrust Laws”** means the Sherman Act, as amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other federal, state and foreign, if any, Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

**“ASCAP”** means The American Society of Composers, Authors and Publishers.

**“Balance Sheet Date”** means December 31, 2012.

**“Bargaining Agreement”** means the collective bargaining agreements set forth on *Disclosure Schedule Section 3.14(b)*.

**“Barrington Licensees”** means, collectively and individually, Barrington Albany License LLC, Barrington Amarillo License LLC, Barrington Bay City License LLC, Barrington Colorado Springs License LLC, Barrington Columbia License LLC, Barrington Flint License LLC, Barrington Harlingen License LLC, Barrington Jefferson City License LLC, Barrington Kirksville License LLC, Barrington Marquette License LLC, Barrington Myrtle Beach License LLC, Barrington Peoria License LLC, Barrington Quincy License LLC, Barrington Syracuse License LLC, Barrington Toledo License LLC, and Barrington Traverse City License LLC.

**“Barrington OpCos”** means, collectively and individually, Barrington Albany LLC, Barrington Amarillo LLC, Barrington Bay City LLC, Barrington Colorado Springs LLC, Barrington Columbia LLC, Barrington Flint LLC, Barrington Harlingen LLC, Barrington Jefferson City LLC, Barrington Kirksville LLC, Barrington Marquette LLC, Barrington Myrtle



Beach LLC, Barrington Peoria LLC, Barrington Quincy LLC, Barrington Syracuse LLC, Barrington Toledo LLC, and Barrington Traverse City LLC.

“**BMI**” means Broadcast Music, Inc.

“**Business**” means the conduct and operation of the Stations (taken as a collective group and not on an individual basis).

“**Business Day**” means any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by Law to be closed (or actually closed) in the City of New York.

“**Cash and Cash Equivalents**” means those items which are required by GAAP to be included as “**cash**” or “**cash equivalents**” on the Business Financial Statements as of the Effective Time (plus interest, if any, accruing on such amount at the prime rate (as reported by *The Wall Street Journal* or, if not reported thereby, by another authoritative source) from such date until the Effective Time).

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Communications Laws**” means collectively, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Children’s Television Act of 1990, and the rules and regulations promulgated under the foregoing, in each case, as in effect from time to time.

“**Confidentiality Agreement**” means the non-disclosure agreement between Buyer and Seller, dated as of October 2, 2012.

“**Contracts**” means contracts, agreements, leases, non-governmental licenses, sales and purchase orders and other agreements (including Leases, Real Property Leases and employment agreements), written or oral (in each case, including any amendments or modifications thereto).

“**Control**” means, as to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms “**Controlled**” and “**Controlling**” shall have a correlative meaning.

“**Copyrights**” means all copyrights and copyright applications and registrations therefor used by Seller or an Option Party, as applicable, primarily in connection with the Business.

“**Designated Station Assets**” means, with respect to each Designated Station, the FCC Licenses with respect to such Designated Station and such other portion of the Purchased Assets with respect to such Designated Station as Buyer may reasonably determine.

“**DMA**” means the Nielsen Designated Market Area.

**“Effective Time”** means 12:01 a.m., New York City time, on the Closing Date.

**“Employee Plan”** means any (a) employee benefit plan, arrangement or policy subject to ERISA, including any retirement, pension, deferred compensation, severance, profit sharing, savings, group health, dental, life insurance, disability or cafeteria plan, policy or arrangement; (b) any equity or equity-based compensation plan; (c) any bonus or incentive arrangement; and (d) any severance or termination agreements, policies or arrangements that are not covered by ERISA; in each case, maintained or contributed to or required to be maintained or contributed to by Seller or an Option Party for the benefit of any current Employee or former Employee who was directly engaged, exclusively, in the Business.

**“Employees”** means the full-time, part-time and per diem employees employed by Seller and the Option Parties and engaged in the Business, other than those employees of Seller and the Option Parties set forth on *Disclosure Schedule Section 1.01(a)*.

**“Environmental Laws”** means any Law in effect on the date of this Agreement whether local, state, or federal relating to (a) Releases or threatened Releases of Hazardous Materials into the environment; (b) the use, treatment, storage, disposal, handling, discharging or shipment of Hazardous Material; (c) the regulation of storage tanks; or (d) otherwise relating to pollution or protection of human health, occupational safety and the environment.

**“Equipment”** means all machinery, equipment, computers, motor vehicles, furniture, fixtures, furnishings, towers, antennas, transmitters, tools, toolings, parts, blank films and tapes and other items of tangible personal property owned or leased by Seller or an Option Party, as applicable, and located at or used primarily in connection with the operation of the Business (other than such items that are no longer in use at the Stations as a result of obsolescence or having been replaced by other property).

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended and the rules and regulations promulgated thereunder.

**“Estimated Adjustment”** means, with respect to the Estimated Settlement Statement, an amount equal to the Buyer Prorated Amount minus the Seller Prorated Amount, which amount shall be expressed as a positive or negative number.

**“FCC Consent”** means the grant by the FCC, without any material adverse conditions other than those of general applicability, of (i) the FCC’s consent to the assignment of the FCC Licenses to Buyer (including, for the avoidance of doubt, the Qualified Assignee, as applicable), and (ii) to the extent necessary, the Satellite Waiver.

**“FCC Licenses”** means the FCC licenses, permits and other authorizations issued by the FCC to the FCC Licensees for use in the operation of the Stations, each of which is identified on *Disclosure Schedule Section 3.12(a)(1)*, and any other license, permit or other authorization, including any temporary waiver or special temporary authorization and any renewals thereof or any transferable pending application therefor.

**“FCC Licensees”** means the Barrington Licensees and Option Party Licensees.

**“Final Adjustment”** means, with respect to the Final Settlement Statement, an amount equal to the Buyer Prorated Amount minus the Seller Prorated Amount, which amount shall be expressed as a positive or negative number.

**“Final Order”** means an action by the FCC (a) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended; (b) with respect to which no request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending; and (c) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC’s own motion has expired.

**“GAAP”** means United States generally accepted accounting principles as in effect as of the relevant date, consistently applied.

**“Governmental Authority”** means any federal, state or local or any foreign government, legislature, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

**“Governmental Order”** means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

**“Hazardous Material”** means hazardous or toxic wastes, chemicals, substances, constituents, pollutants or related material, whether solids, liquids, or gases, defined or regulated under § 101(14) of CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. or any similar applicable federal, state or local Environmental Laws.

**“HSR Act”** means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder.

**“Income Taxes”** means income, franchise, doing business and similar taxes.

**“Indebtedness”** means, with regard to any Person, any liability or obligation, whether or not contingent, (i) in respect of borrowed money or evidenced by bonds, monies, debentures, or similar instruments or upon which interest payments are normally made, (ii) for the payment of any deferred purchase price of any property, assets or services (including pursuant to capital leases) but excluding trade payables and Program Rights Obligations, guaranties, direct or indirect, in any manner, of all or any part of any Indebtedness of any Person, (iv) all obligations under acceptance, standby letters of credit or similar facilities, (v) all matured obligations to purchase, redeem, retire, defease or otherwise make any payment in respect of any membership interests, shares of capital stock or other ownership or profit interest or any warrants, rights or options to acquire such membership interests, shares or such other ownership or profit interest, (vi) all accrued interest of all obligations referred to in (i) – (v) and (vii) all obligations referred to in (i) – (vi) of a third party secured by any Lien on property or assets.

***“Intangible Property”*** means all of Seller’s or, as applicable, an Option Party’s rights in any (a) Copyrights; (b) Trademarks, including all of the rights, if any, of Seller or an Option Party, as applicable, in and to the Stations’ call letters and any derivative thereof; (c) Trade Secrets; (d) all domain leases and names used primarily by Seller or an Option Party, as applicable, in connection with the Business; and (e) all goodwill, if any, associated therewith, other than, in each case, any Intangible Property not used primarily in connection with the Business.

***“Knowledge of Seller”*** means the actual knowledge of the chief executive officer, president, chief financial officer of Barrington, as well as the general manager and chief engineer (or person holding a similar position, but not including any contract employee or consultant) of each Station.

***“Law”*** means any United States (federal, state, local) or foreign law, constitution, treaty statute, ordinance, regulation, rule, code, order, judgment, injunction, writ or decree.

***“Leases”*** means those leases, subleases, licenses or other occupancy agreements used primarily in the operation of the Business (including any and all assignments, amendments and other modifications of such leases, subleases, licenses and other occupancy agreements), pertaining to the use or occupancy of the Real Property where Seller or an Option Party, as applicable, holds an interest as landlord, licensor, sublandlord or sublicensor.

***“Lien”*** means, with respect to any property or asset, any mortgage, lien, pledge, charge, easement, right of way, restrictive covenant, encroachment, security interest or encumbrance of any kind whatsoever, whether voluntarily incurred or arising by operation of Law or otherwise, in respect of such property or asset.

***“Market”*** means, as applicable, the Albany, Georgia DMA, the Amarillo, Texas DMA, the Colorado Springs-Pueblo, Colorado DMA, the Columbia, South Carolina DMA, the Columbia-Jefferson City, Missouri DMA, the Flint-Saginaw-Bay City, Michigan DMA, the Harlingen-Weslaco-Brownsville-McAllen, the Texas DMA, the Marquette, Michigan DMA, the Myrtle Beach-Florence South Carolina DMA, the Ottumwa, Iowa-Kirksville, Missouri DMA, the Peoria-Bloomington, Illinois DMA, the Quincy, Illinois – Hannibal, Missouri-Keokuk, Iowa DMA, the Syracuse, New York DMA, the Toledo, Ohio DMA, and the Traverse City-Cadillac, Michigan DMA.

***“Material Adverse Effect”*** means any effect or change that would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (a) the financial condition, assets or results of operations of the Stations, considered together, or (b) the ability of Seller to perform its obligations under this Agreement; *provided, however*, that any material adverse effect primarily attributable to (i) an event or series of events or circumstances affecting the United States or global economy generally or capital or financial markets generally, including changes in interest or exchange rates, (ii) any event, state of facts or circumstances or development affecting television programming services generally or the television broadcast industry generally (including legislative or regulatory matters), (iii) any change or development in national, regional, state or local telecommunications or internet transmission systems, general economic conditions, including any downturn caused by acts of war or terrorism or a natural

disaster, such as an earthquake or hurricane, (v) the suspension of trading generally on the New York Stock Exchange or the Nasdaq Stock Market, (vi) the announcement, execution and performance of this Agreement, (vii) any action taken or omitted to be taken by Seller or an Option Party, as applicable, as expressly contemplated by this Agreement or with Buyer's written consent or at Buyer's written request, (viii) any failure to meet internal or published financial or rating projections, estimates or forecasts of revenues, earnings, or other measures of financial or operating performance for any period (*provided, however*, that the underlying causes of such failure (subject to the other provisions of this definition) shall not be excluded), (ix) changes in Law or GAAP or the interpretation thereof, or (x) the ratings or performance of any network with which a Station is affiliated, in each case shall not constitute a Material Adverse Effect.

**"MVPDs"** means any multi-channel video programming distributor, including cable systems, telephone companies and DBS systems.

**"Option Party Licensees"** means Tucker License and SH License.

**"Option Party Sharing Arrangements"** means each Contract that (a) is a joint sales agreement or shared services agreement set forth on *Disclosure Schedule Section 3.05(a)(xii)* and (b) with respect to which (i) Seller and (ii) any Option Party are parties to such Contract.

**"Permitted Liens"** means, as to any property or asset of any Station: (a) liens for Taxes, assessments and governmental charges not yet due and payable or which are being contested in good faith and for which appropriate reserves exist on the Financial Statements, terms and conditions of any Leases; (b) zoning laws and ordinances and similar Laws that are not materially violated by any existing improvement or that do not prohibit the use of the Real Property as currently used in the operation of the Business; (c) any right reserved to any Governmental Authority to regulate the affected property (including restrictions stated in any permits); (d) in the case of any leased asset, (i) the rights of any lessor under the applicable lease agreement or any Lien granted by any lessor, (ii) any statutory Lien for amounts that are not yet due and payable or are being contested in good faith, (iii) any subleases and (iv) the rights of the grantor of any easement or any Lien granted by such grantor on such easement property; easements, rights of way, restrictive covenants and other encumbrances, encroachments or other similar matters affecting title that do not materially adversely affect title to the property subject thereto or materially impair the continued use of the property in the ordinary course of the business of the Business; (e) inchoate materialmens', mechanics', workmen's, repairmen's or other like Liens arising in the ordinary course of business; (f) Liens that will be discharged prior to or simultaneously with Closing; (g) any state of facts an accurate survey would show, provided same does not render title unmarketable or prevent the Real Property being utilized in substantially the same manner as currently used; (h) pledges or deposits to secure obligations under workers' compensation Laws or similar Laws or to secure public or statutory obligations and which pledges or deposits are reflected in the Financial Statements to the extent required by GAAP, and (i) any other Lien, other than a Lien securing a monetary obligation, that does not detract from, interfere with or impair the use of or value of any such property or asset as currently used.

**“Person”** means any natural person, general or limited partnership, corporation, limited liability company, firm, association, trust or other legal entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

**“Post-Closing Tax Period”** means any Tax period (or portion thereof) beginning and ending after the Effective Time.

**“Pre-Closing Tax Period”** means any Tax period (or portion thereof) ending on or prior to the Effective Time.

**“Program Rights”** means all rights of the Stations to broadcast television programs or shows as part of the Stations’ programming, including all rights of the Stations under all film and program barter agreements, sports rights agreements, news rights or service agreements, affiliation agreements and syndication agreements.

**“Program Rights Obligations”** means all obligations in respect of the purchase, use, licenses or acquisition of programs, programming materials, films and similar assets used primarily in connection with the Business in the ordinary course consistent with past practice which relate to the utilization of the Program Rights on or after the Effective Time.

**“Qualified Assignee”** means a third party or other entity that Buyer reasonably determines is eligible pursuant to the Communications Laws without waiver thereof (other than the Satellite Waiver) to be the assignee of the Option Assets and the Designated Station Assets.

**“Real Property”** means the real property owned, leased, subleased or licensed by or to Seller or an Option Party, as applicable, and used primarily by the Stations, together with all right, title and interest of Seller or an Option Party, as applicable, in all buildings, towers, improvements, fixtures and structures located thereon, but excluding Tower Leases.

**“Release”** means any release, spill, emission, leaking, dumping, injection, pouring, deposit, disposal, discharge, dispersal, leaching or migration into the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or within any building, structure, facility or fixture.

**“Satellite Waiver”** means, collectively, requests filed as part of the FCC Application seeking FCC consent and authority to permit Buyer to operate, pursuant to 47 C.F.R. § 73.3555 and Note 5 thereto, (i) KVIH-TV as a “satellite” of KVII-TV, (ii) WTOM-TV as a “satellite” of WPBN-TV, and (iii) WGTQ(TV) as a “satellite” of WGTU(TV).

**“Section 2.02(s) Contract”** means any Contract listed in *Disclosure Schedule Section 2.02(s)* other than any such Contracts listed thereon which Buyer advises Seller in writing prior to closing that Buyer is prepared to assume.

**“Section 2.02(s) Counterparty”** means, with respect to a Section 2.02(s) Contract, the parties to such contract other than Seller and its Affiliates.

**“Seller Account”** means the accounts set forth on *Disclosure Schedule Section 1.01(c)*.

“**SESAC**” means the Society of European Stage Authors & Composers.

“**Subsidiary**” when used with respect to any party, means any corporation, limited liability company, partnership, association, trust or other entity of which securities or other ownership interests representing fifty percent (50%) or more of the equity or fifty percent (50%) or more of the ordinary voting power (or, in the case of a partnership, fifty percent (50%) or more of the general partnership interests) are, as of such date, owned by such party or one or more Subsidiaries of such party or by such party and one or more Subsidiaries of such party.

“**Tax**” or “**Taxes**” means all federal, state, local or foreign income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, use, payroll, intangible or other taxes, fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding) imposed by a Governmental Authority, together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax authority with respect thereto.

“**Tax Returns**” means all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns) required to be supplied to a Tax authority relating to Taxes.

“**Tower Leases**” means any agreement to which Seller or an Option Party, as applicable, is a party pertaining to the use and/or installation of radio masts and/or towers used primarily by the Stations for telecommunications and broadcasting in connection with the operation of the Business, where Seller holds an interest as tenant or subtenant.

“**Trade Secrets**” means all proprietary information of each of Seller and the Option Parties, as applicable, that is not generally known and is used exclusively in the operation of the Business, as to which reasonable efforts have been made to prevent unauthorized disclosure, and which provides a competitive advantage to those who know or use it.

“**Trademarks**” means all trade names, trademarks, service marks, trade dress, jingles, slogans, logos, other source or business identifiers, trademark and service mark registrations and trademark and service mark applications owned by Seller or an Option Party, as applicable, and used primarily in the operation of the Business, including those set forth on *Disclosure Schedule Section 3.06(a)*, and the goodwill appurtenant thereto.

“**Tradeout Agreement**” means any Contract, other than film and program barter agreements, pursuant to which Seller or an Option Party, as applicable, has agreed to sell or trade commercial air time or commercial production services of a Station in consideration for any property or service in lieu of or in addition to cash.

“**Transfer Taxes**” means all excise, sales, use, value added, registration stamp, recording, documentary, conveyancing, franchise, property, transfer, gains and similar Taxes, levies, charges and fees.

“**Union Employees**” means all Employees the terms of whose employment are governed by a Bargaining Agreement.

**Section 1.02. *Cross Reference Table.*** The following terms defined in this Agreement in the sections set forth below shall have the respective meaning therein defined:

Active Employees	8.01(a)
Agreement	Preamble
Assumed Contracts	2.01(c)
Assumed Liabilities	2.03
Barrington	Preamble
Barrington Broadcasting	Preamble
Barrington Station	Recitals
Barrington Stations	Recitals
Base Closing Date	2.08
Business Financial Statements	3.08(a)
Business Unaudited Financial Statements	3.08(a)
Business Unaudited Interim Financial Statements	3.08(a)
Buyer	Preamble
Buyer Cap	12.02(b)
Buyer FSA Plan	8.07
Buyer Indemnified Parties	12.03(a)
Buyer Prorated Amount	2.09(a)
Buyer Warranty Breach	12.02(a)(i)
Buyer's 401(k) Plan	8.02
Closing	2.08
Closing Date	2.08
Collection Period	6.02(a)
Covered Matter	13.10(a)
Damaged Asset	5.04
Deductible	12.02(b)
Default Payment	11.02(b)
Designated Stations	7.01(b)
DOJ	7.01(d)
Employment Commencement Date	8.01(a)
Escrow Agent	2.07
Escrow Agreement	2.07
Escrow Deposit	2.07
Estimated Settlement Statement	2.09(d)
Excluded Assets	2.02
Excluded Contracts	2.02(k)



Excluded Liabilities	2.04
FCC	Recitals
FCC Application	7.01(b)
Final Settlement Statement	2.09(h)
FTC	7.01(d)
HSR Clearance	7.01(d)
Inactive Employees	8.01(a)
Indemnified Party	12.04(a)
Indemnifying Party	12.04(a)
Indemnity Escrow Agreement	2.07(b)
Indemnity Escrow Deposit	2.07(b)
Indemnity Escrow Fund	2.07(b)
Losses	12.02(a)
Material Assumed Contract	3.05(a)
Non-Union Transferred Employees	8.01(a)
Notice of Disagreement	2.09(h)
Option Agreements	Recitals
Option Assets	Recitals
Option Exercise Agreements	Recitals
Option Party	Recitals
Option Parties	Recitals
Option Stations	Recitals
Owned Real Property	3.07(a)
Permits	3.11
Prorated Assumed Liabilities	2.09(a)
Prorated Purchased Assets	2.09(a)
Purchase Price	2.06
Purchased Assets	2.01
Real Property Leases	3.07(d)
Remitted Payment	6.02(b)
Remitted Payments	6.02(b)
Renewal Application	7.01(e)
Seller	Preamble
Seller Cap	12.03(b)
Seller Entity	Preamble
Seller FSA Plan	8.07
Seller Indemnified Parties	12.02(a)

Seller Prohibited Entities	5.06
Seller Prorated Amount	2.09(a)
Seller Warranty Breach	12.03(a)(i)
Seller's 401(k) Plan	8.02
Settlement Statement	2.09(e)
SH Carolina	Recitals
SH Entity	Recitals
SH Entities	Recitals
SH Exercise Agreement	Recitals
SH License	Recitals
SH Option Agreement	Recitals
SH Purchased Assets	Recitals
Solvent	4.10
Specified Payment	6.02(a)
Specified Payments	6.02(a)
Surveys	5.03
Station	Recitals
Stations	Recitals
Termination Date	11.01(b)(i)
Threshold	12.02(b)
Title Commitments	5.03
Transfer Date	8.07
Transferred Employees	8.01(a)
Tucker License	Recitals
Tucker Management	Recitals
Tucker Entity	Recitals
Tucker Entities	Recitals
Tucker Exercise Agreement	Recitals
Tucker Option Agreement	Recitals
Tucker Purchased Assets	Recitals
Unwind Agreement	2.08
WARN Act	8.09
WGTQ	Recitals
WGTU	Recitals
WWMB	Recitals
WWMB LMA	Recitals

**Section 1.03. Terms Generally.** (a) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including the Disclosure Schedules and exhibits hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Disclosure Schedule references are to the Articles, Sections and paragraphs in, and the Exhibits and Disclosure Schedules to this Agreement unless otherwise specified, (c) the word “including” and words of similar import when used in this Agreement means “including, without limitation,” unless otherwise specified, and (d) the word “or” shall not be exclusive.

## **ARTICLE II PURCHASE AND SALE**

**Section 2.01. Purchase and Sale.** Pursuant to the terms and subject to the conditions of this Agreement, Buyer agrees to purchase from Seller and Seller agrees to sell, convey, transfer, assign and deliver, or cause to be sold, conveyed, transferred, assigned and delivered, to Buyer at the Closing, free of all Liens other than Permitted Liens, all of Seller’s right, title and interest in, to and under all of its assets (including the Option Assets which Seller has the right to acquire pursuant to the Options Exercise Agreements), other than the Excluded Assets, in each case as and to the extent located at or used primarily with respect to the Business, including the following assets, Contracts, and properties (tangible or intangible), as the same shall exist on the date of this Agreement and not disposed of in accordance with *Section 5.01*, and all similar assets of the Business acquired by Seller and the Option Parties, as applicable, between the date hereof and the Closing and located at or used primarily with respect to the Stations, as follows (the “**Purchased Assets**”):

- (a) all Owned Real Property, the Real Property Leases and the Tower Leases;
- (b) all Equipment;
- (c) all rights under all Contracts to which Seller or, as applicable, an Option Party, is a party that (i) are listed or referenced on *Disclosure Schedule Section 3.05(a)* or *Disclosure Schedule Section 3.13(a)*, including all rights under the WWMB LMA and any other contract referenced in *Section 3.05(a)(xii)* (exclusive of the Option Party Sharing Arrangements unless designated by Buyer pursuant to *Section 2.10*), the rights of Seller to which will be assigned by Seller to Buyer and the rights of an Option Party to which Seller will cause the applicable Option Party to assign to Buyer’s Qualified Assignee, (ii) are not required by the terms thereof to be listed on *Disclosure Schedule Section 3.05(a)* but are used primarily in connection with the operation of the Business, (iii) may result from the television broadcast industry wide negotiations with SESAC, ASCAP and BMI, (iv) are referenced in other subsections to this *Section 2.01* or the corresponding Section in the Disclosure Schedules, or (v) are entered into after the date hereof by Seller or an Option Party pursuant to the terms and subject to the conditions of *Section 5.01* (collectively, the “**Assumed Contracts**”), *provided, however,* that Assumed Contracts shall in no event include Excluded Contracts;

(d) all prepaid expenses and deposits (other than prepaid Taxes) and ad valorem Taxes, leases and rentals;

(e) all of Seller's and, as applicable, the Option Parties' rights, claims, credits, causes of action or rights of set-off against third parties relating to the Purchased Assets, including unliquidated rights under manufacturers' and vendors' warranties, in each case only to the extent Buyer incurs Losses relating thereto and occurring after the Effective Time;

(f) all Intangible Property;

(g) those Internet web sites and related agreements, content and databases and domain name registrations, as set forth on *Disclosure Schedule Section 2.01(g)*;

(h) all FCC Licenses and all transferable municipal, state and federal franchises, licenses, permits or other governmental authorizations relating to the Stations;

(i) all prepayments under advertising sales contracts for committed air time for advertising on any Station that has not been aired prior to the Closing Date;

(j) all information and data, sales and business records, books of account, files, invoices, inventory records, general, financial, accounting and real and personal property and sales and use Tax records (but excluding all other Tax records), copies of personnel and employment records for Transferred Employees (to the extent permitted by Law) and all engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present and former suppliers and lists of present and former customers, quality control records and manuals, blueprints, litigation and regulatory files, all copies of all currently effective non-duplication letters sent to MVPDs and proof of receipt by each MVPD, and all other books, documents and records;

(k) all of Seller's and, as applicable, the Option Parties' rights in any management and other systems (including computers and peripheral equipment), databases, computer software (computer disks and similar assets, and all licenses and rights in relation thereto), in each case, that are used primarily in the operation of the Business; and

(l) all other items listed on *Disclosure Schedule Section 2.01(l)*.

**Section 2.02. *Excluded Assets.*** Buyer expressly understands and agrees that the following assets and properties of Seller and the Option Parties, as applicable (the "***Excluded Assets***"), shall not be acquired by Buyer and are excluded from the Purchased Assets:

(a) all of Seller's and, as applicable, the Option Parties' Cash and Cash Equivalents;

(b) all bank and other depository accounts of Seller and the Option Parties, as applicable;

(c) other than the Assumed Contracts, insurance policies relating to the Stations and the Business, and all claims, credits, causes of action or rights, including rights to insurance proceeds, thereunder;

(d) all interest in and to refunds of Taxes relating to Pre-Closing Tax Periods or the other Excluded Assets;

(e) any cause of action or claim relating to any event or occurrence with respect to the Business prior to the Effective Time other than as specified in *Section 2.01(e)*;

(f) all Accounts Receivable;

(g) intercompany accounts receivable and intercompany accounts payable of Seller, the Option Parties and their respective Affiliates;

(h) each of Seller's and the Option Parties' charter or other governance documents, minute books and all books and records relating to the organization, existence or ownership of Seller and the Option Parties, as applicable, (ii) all records, documents, plans and financial records related to the transactions contemplated by this Agreement, (iii) duplicate copies of all such materials relating to the Business, (iv) all records relating to other Excluded Assets, (v) all personnel files for employees of Seller and the Option Parties, as applicable, who are not Employees and (vi) all files, documents, records, Tax Returns (other than real and personal property and sales and use Tax Returns), books of account and other materials not relating primarily to the Purchased Assets or the operation of the Business;

(i) all rights of Seller arising under this Agreement (including the right to receive the Purchase Price), the Ancillary Agreements or the transactions contemplated hereby and thereby;

(j) any Purchased Asset sold or otherwise disposed of prior to Closing as permitted hereunder;

(k) Contracts that are not Assumed Contracts, including, without limitation, those Contracts listed on *Disclosure Schedule Section 2.02(k)* (collectively, the "**Excluded Contracts**") (including the Option Party Sharing Arrangements unless designated as an Assumed Contract by Buyer pursuant to Section 2.10 hereof);

(l) other than the Assumed Contracts and as specifically set forth in *Article VIII*, any Employee Plan and any assets of any Employee Plan sponsored by Seller or any of its Affiliates;

(m) all Tax records, other than real and personal property and sales and use Tax records;

(n) all of Seller's and the Option Parties' rights, title and interest in and to (i) Seller's and the Option Parties' name, service names and trade names (including, without limitation, the names "Barrington Broadcasting LLC", "Barrington Broadcasting Group LLC", "Tucker Broadcasting", "Tucker Media" and "SagamoreHill"), (ii) the corporate, limited liability

company and trade names listed on *Disclosure Schedule Section 2.02(n)*, (iii) all URLs and internet domain names consisting of or containing any of the foregoing; and (iv) any variations or derivations of, or marks confusingly similar to, any of the foregoing;

(o) all real and personal, tangible and intangible assets of Seller, the Option Parties and their Affiliates that are used in connection with the operation of the Business but are neither located at nor used primarily with respect to the Stations and are listed or described on *Disclosure Schedule Section 2.02(o)*;

(p) any rights under any non-transferable shrink-wrapped or click-wrapped licenses of computer software and any other non-transferable licenses of computer software that are not material to the Business;

(q) any assets located at or used primarily with respect to the Stations listed on *Disclosure Schedule Section 2.02(q)*;

(r) all capital stock or other equity securities of Seller, the Option Parties or Subsidiaries of Seller or the Option Parties or their Affiliates and all other equity interests in any entity that are owned beneficially or of record by Seller, the Option Parties or their Affiliates; and

(s) all Section 2.02(s) Contracts.

**Section 2.03. Assumed Liabilities.** Upon the terms and subject to the conditions of this Agreement, Buyer agrees, effective at the Effective Time, to assume, pay, discharge, perform or otherwise satisfy only the following liabilities of Seller (the “**Assumed Liabilities**”):

(a) all liabilities set forth on the Business Financial Statements, other than any Indebtedness;

(b) the liabilities and obligations arising with respect to the operation of the Business, including the Purchased Assets, on and after the Effective Time (excluding any liability or obligation arising from, or relating to the performance or non-performance thereof, prior to the Effective Time);

(c) any liability or obligation to the extent of the amount of credit received by Buyer under *Section 2.09(a)*;

(d) all liabilities and obligations relating to the Business or the Purchased Assets arising out of Environmental Laws, whether or not presently existing, except for liabilities and obligations that are required to be disclosed on *Disclosure Schedule Section 3.16*, but which are not so disclosed;

(e) any Tax liability or obligation (except for any income taxes of Seller and the Option Parties, as applicable, or as expressly provided in *Section 2.09(b)* or *Section 9.02*) related to Post-Closing Tax Periods; and

(f) all liabilities with respect to Transferred Employees, Bargaining Agreements and Employee Plans expressly assumed under *Article VIII*.

**Section 2.04. *Excluded Liabilities.*** Notwithstanding any provision in this Agreement, Buyer is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of Seller or any of its Affiliates or any Option Party of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain obligations and liabilities of Seller (all such liabilities and obligations not being assumed being herein referred to as the “*Excluded Liabilities*”), and, notwithstanding anything to the contrary in *Section 2.03*, none of the following shall be Assumed Liabilities for the purposes of this Agreement:

(a) any liability or obligation under or with respect to any Assumed Contract, Permit, Governmental Order, Real Property Lease or Lease required by the terms thereof to be discharged prior to the Effective Time and/or as set forth on *Disclosure Schedule Section 2.04(a)*;

(b) any liability or obligation for which Seller or an Option Party, as applicable, has already received or will receive the partial or full benefit of the asset to which such liability or obligation relates, but only to the extent of such benefit received;

(c) any liability related to Indebtedness, including as set forth on *Disclosure Schedule Section 2.04(c)*;

(d) any liability or obligation relating to or arising out of any of the Excluded Assets or any Employee Plan (other than an Employee Plan included as a Purchased Asset pursuant to *Section 2.01(c)*);

(e) any Tax liability or obligation (except as expressly provided in *Section 2.09(b)* or *Section 9.02*) related to Pre-Closing Tax Periods;

(f) any liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of Seller or an Option Party, as applicable, or any direct or indirect Subsidiary thereof, other than any liability to any Transferred Employee incurred on or after the applicable Employment Commencement Date;

(g) the liabilities and obligations arising with respect to the operation of the Business, including the Purchased Assets, prior to the Effective Time (excluding any liability or obligation expressly assumed by Buyer hereunder), including without limitation, any liability relating to the matter disclosed on *Disclosure Schedule Section 2.04(g)*;

(h) any liability of Seller or any Option Party under this Agreement or any document executed in connection therewith, including the Ancillary Agreements; and

(i) any liability or obligation relating to or arising out of any stay bonus, severance payments or similar payments made or owed to any Employee prior to Closing or related to or arising out of the transactions contemplated hereby.

**Section 2.05. Assignment of Contracts and Rights.** Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Purchased Asset or in any way adversely affect the rights of Buyer or Seller thereunder. Seller and Buyer shall use their commercially reasonable efforts to obtain such consents, including the matters described on *Disclosure Schedule 10.03(c)*, after the execution of this Agreement until each such consent is obtained. If any such consent is not obtained prior to the Closing Date, Seller and Buyer shall use their commercially reasonable efforts to obtain such consent as soon as possible after the Closing Date. In addition, Seller and Buyer will cooperate in a mutually agreeable arrangement under which Buyer would obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including sub-contracting, sub-licensing, occupancy and/or use agreements or sub-leasing to Buyer and enforcement by Seller for the benefit of Buyer of any and all rights of Seller against a third party thereto. Notwithstanding the foregoing, none of Seller, Buyer nor any of their Affiliates shall be required to pay consideration to any third party to obtain any consent.

**Section 2.06. Purchase Price.** Subject to *Section 2.08*, in consideration for the sale of the Purchased Assets, Buyer shall, at the Closing, in addition to assuming the Assumed Liabilities, pay to Seller the sum of Three Hundred Seventy Million Dollars (\$370,000,000) (the “**Purchase Price**”) by wire transfer of immediately available federal funds pursuant to wire instructions that Seller shall provide to Buyer. For the avoidance of doubt, any exercise price payable pursuant to the Option Exercise Agreements shall be included as part of the Purchase Price and shall be paid by Seller to the applicable Option Party at or prior to Closing.

**Section 2.07. Escrow.**

(a) Within two (2) business days after the execution and delivery of this Agreement and pursuant to the terms and conditions of the Escrow Agreement, Buyer shall pay to Wells Fargo Bank, N.A. (the “**Escrow Agent**”) Twenty Million Dollars (\$20,000,000) to be held as an earnest money deposit (“**Escrow Deposit**”) pursuant to an Escrow Agreement of even date herewith by and between Seller and Buyer (the “**Escrow Agreement**”). The Escrow Deposit (together with interest earned thereon) (collectively, the “**Escrow Deposit Funds**”) shall be paid to Seller as partial payment of the cash Purchase Price due at Closing to Seller in which event the amount paid to Seller pursuant to *Section 2.06* shall be reduced by the Escrow Deposit Funds, or shall otherwise be made available to Seller or released to Buyer at Closing unless earlier released to Seller in accordance with *Section 11.02(b)* and *Section 11.02(d)* hereof.

(b) On the Closing Date, Buyer shall deposit in escrow with the Escrow Agent in cash an amount equal to Twenty Million Dollars (\$20,000,000) (the “**Indemnity Escrow Deposit**”). The Indemnity Escrow Deposit shall be held by the Escrow Agent in an escrow fund (the “**Indemnity Escrow Fund**”) pursuant to the terms of this Agreement and the Indemnity Escrow Agreement in substantially the form attached hereto as *Exhibit A* (the “**Indemnity Escrow Agreement**”) for a period of twelve (12) months following the Closing Date, except to the extent earlier released to Seller as provided herein or to the Buyer Indemnified Parties to satisfy any indemnity obligations of Seller to the Buyer Indemnified Parties under this Agreement. Notwithstanding the foregoing, the Indemnity Escrow Agreement shall provide that



(i) on and as of the date that is six (6) months following the Closing Date, the Escrow Agent shall release to Seller from the Indemnity Escrow Fund an amount equal to Ten Million Dollars (\$10,000,000) less the amount of any claims by the Buyer Indemnified Parties for indemnification under this Agreement outstanding and unpaid as of such date and (ii) on and as of the date that is twelve (12) months following the Closing Date, the Escrow Agent shall release to Seller from the Indemnity Escrow Fund an amount equal to the amount of funds then held by the Escrow Agent in the Indemnity Escrow Fund (together with interest earned thereon) less the amount of any claims by the Buyer Indemnified Parties for indemnification under this Agreement outstanding and unpaid as of such date, if any.

**Section 2.08. Closing.** The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place at the offices of Paul Hastings LLP, 875 Fifteenth Street, N.W., Washington, DC 20005 on the fifth (5th) business day after the date of the later of (i) the date the FCC Consent shall have been granted and shall be in full force and effect and shall have become a Final Order, and (ii) the date of the HSR Clearance (the “**Closing Date**”), subject to the full satisfaction or waiver of all of the closing conditions set forth in *Article X* hereof (other than those required to be satisfied at the Closing) (such date, including after the determination of such date due to Buyer exercising its waiver right set forth in clause (x) below, the “**Base Closing Date**”), or on such other date or at such other location as is mutually agreeable to Buyer and Seller; *provided, however*, that, (x) notwithstanding *Section 10.01(c)*, Buyer in its sole discretion and upon ten (10) days prior written notice to Seller may waive the requirement that the FCC Consent become a Final Order if, in connection therewith, the parties execute and deliver at Closing a mutually acceptable unwind agreement relating to the transactions contemplated hereby (the “**Unwind Agreement**”). For the avoidance of doubt, the purchase by Buyer’s Qualified Assignee of the applicable Option Assets and Designated Station Assets from the applicable Option Party and the assumption of the Assumed Liabilities from the applicable Option Party shall occur simultaneously with the Purchase by Buyer of the Purchased Assets and the assumption by Buyer of the Assumed Liabilities. Subject to the terms and conditions set forth in this Agreement, the parties hereto shall consummate the following transactions at the Closing:

(a) Buyer shall deliver or shall cause its Qualified Assignee to deliver to Seller:

- (i) the certificate described in *Section 10.02(a)*;
- (ii) the documents described in *Section 10.02(b)*;
- (iii) the Purchase Price in accordance with *Section 2.06* by wire transfer of immediately available federal funds;
- (iv) a duly executed Assignment for the FCC Licenses, substantially in the form of *Exhibit B* from each FCC Licensee, executed by Buyer or the Buyer’s Qualified Assignee; and
- (v) such other documents and instruments as Seller has determined to be reasonably necessary to sell or cause the applicable Option Party to sell the Purchased

Assets and for the Buyer or for Buyer's Qualified Assignee to assume the Assumed Liabilities.

(b) Seller shall deliver, or cause to be delivered, to Buyer:

(i) the certificate described in *Section 10.03(a)* from the appropriate Seller Entity;

(ii) the documents described in *Section 10.03(b)* from the appropriate Seller Entity;

(iii) a duly executed Bill of Sale, substantially in the form of *Exhibit C*, from each appropriate Seller Entity and Option Party;

(iv) a duly executed Assignment for the FCC Licenses, substantially in the form of *Exhibit B* from each FCC Licensee;

(v) a duly executed Assignment for the Intangible Property, substantially in the form of *Exhibit D*, from each appropriate Seller Entity and Option Party, if any owned and registered Intangible Property is included in the Purchased Assets;

(vi) a duly executed special warranty deed for each Owned Real Property from each appropriate Seller Entity and Option Party; and

(vii) such other documents and instruments as Buyer has determined to be reasonably necessary for it or its Qualified Assignee to acquire the Purchased Assets and assume the Assumed Liabilities.

(c) Seller (and Seller shall cause the Option Parties to) and Buyer shall enter into and deliver to each other:

(i) a duly executed Assignment and Assumption Agreement, substantially in the form of *Exhibit E*, from each Seller Entity and the Option Parties;

(ii) a duly executed Assignment and Assumption Agreement for the Leases and the Real Property Leases, substantially in the form of *Exhibit F*, from each appropriate Seller Entity and Option Party, or, in the event that necessary consents to assignment have not been obtained prior to the Closing, appropriate subleases, occupancy or use agreements pursuant to *Section 2.05* hereof.

## **Section 2.09. General Proration.**

(a) All Purchased Assets that would be classified as current assets in accordance with GAAP, and all Assumed Liabilities that would be classified as current liabilities in accordance with GAAP, shall be prorated between Buyer and Seller as of the Effective Time, including by taking into account the elapsed time or consumption of an asset during the month in which the Effective Time occurs (respectively, the "***Prorated Purchased Assets***" and the

**“Prorated Assumed Liabilities”**). Such Prorated Purchased Assets and Prorated Assumed Liabilities relating to the period prior to the Effective Time shall be for the account of Seller and those relating to the period on and after the Effective Time for the account of Buyer and shall be prorated accordingly. In accordance with this *Section 2.09*, (i) Buyer shall be required to pay to Seller the amount of any Prorated Purchased Asset previously paid for by Seller or an Option Party, as applicable, to the extent Buyer will receive a current benefit on and after the Effective Time, provided that such amount should not have been recognized as an expense in accordance with GAAP prior to the Effective Time (the **“Buyer Prorated Amount”**); and (ii) Seller shall be required to pay to Buyer the amount of any Prorated Assumed Liabilities to the extent they arise with respect to the operation of the Business prior to the Effective Time and are not assumed or paid for by Seller (the **“Seller Prorated Amount”**). Such payment by Buyer or Seller, as the case may be, shall be made within ten (10) Business Days after the Final Settlement Statement becomes final and binding upon the parties.

(b) Such prorations shall include all ad valorem and other property Taxes, FCC regulatory fees, utility expenses, liabilities and obligations under Contracts, rents and similar prepaid and deferred items, reimbursable expenses and all other expenses and obligations, such as deferred revenue and prepayments and sales commissions, attributable to the ownership and operation of the Stations that straddle the period before and after the Effective Time. Notwithstanding anything in this *Section 2.09* to the contrary, (i) with respect to Tradeout Agreements for the sale of time for goods or services assumed by Buyer, if at the Effective Time, the Stations have an aggregate negative barter balance (*i.e.*, the amount by which the value of air time to be provided by the Stations at the Effective Time exceeds the fair market value of corresponding goods and services to be received after such date), there shall be no proration or adjustment, unless the aggregate negative barter balance of the Stations exceeds \$150,000, in which event such excess shall be treated as prepaid time sales of Seller, and adjusted for as a proration in Buyer’s favor (it being understood that, in determining barter balances, the value of air time shall be based upon Seller’s rates as of the Effective Time, and corresponding goods and services shall include those to be received by the Stations after the Effective Time plus those received by the Stations before the Effective Time to the extent conveyed by Seller to Buyer as part of the Purchased Assets), (ii) there shall be no proration under this *Section 2.09* to the extent there is an aggregate positive barter balance with respect to Tradeout Agreements and (iii) there shall be no proration under this *Section 2.09* for Program Rights agreements except to the extent that any payments or performance due under such Program Rights agreements relate to a payment period that straddles the Effective Time. There shall also be a proration in Buyer’s favor to the extent that, and equal to, the amount by which the value of the commercial spots for bonus weight advertising owed to advertisers as of the Effective Time, if any, exceeds \$150,000. For purposes of this *Section 2.09(b)*, commercial spots shall be valued at the Average Unit Rate realized by Seller in the applicable market for the twelve month period ended as of the most recent full calendar month prior to the Closing Date. **“Average Unit Rate”** is calculated as (a) the total booked net revenue for commercial spots in a period divided by (b) the total number of commercial spots booked (including in such number bonus weight advertising spots granted in connection with such booked commercial spots) by third party advertising customers in such period.

(c) Accrued vacation and sick pay for Transferred Employees who are Union Employees shall be included in the prorations, in each case as a credit to Buyer in respect of the Seller Prorated Amount.

(d) At least five (5) Business Days prior to the Closing Date, Seller shall provide Buyer with a good faith estimate of the prorations contemplated by this *Section 2.09* (the “**Estimated Settlement Statement**”). Any payment required to be made by either party pursuant to such preliminary estimate shall be made by the appropriate party at the Closing in accordance therewith, absent manifest error. Seller will afford Buyer reasonable access to all records and work papers used in preparing the Estimated Settlement Statement, and Buyer shall notify Seller of any good faith disagreement with such calculation within two (2) Business Days of receiving the Estimated Settlement Statement. At the Closing, (i) Buyer shall be required to pay to Seller the amount equal to the Estimated Adjustment if the Estimated Adjustment is a positive number or (ii) Seller shall be required to pay to Buyer the amount equal to the Estimated Adjustment if the Estimated Adjustment is a negative number.

(e) Within sixty (60) days after the Closing Date, Buyer shall prepare and deliver to Seller a proposed proration of assets and liabilities in the manner described in this *Section 2.09* (the “**Settlement Statement**”) setting forth the Seller Prorated Amount and the Buyer Prorated Amount, together with a schedule setting forth, in reasonable detail, the components thereof.

(f) Seller shall provide reasonable access to such employees, books, records, financial statements, and its independent auditors as Buyer reasonably believes is necessary or desirable in connection with its preparation of the Settlement Statement.

(g) During the thirty (30)-day period following the receipt of the Settlement Statement, Seller and its independent auditors shall be permitted to review and make copies reasonably required of, (i) the financial statements relating to the Settlement Statement, (ii) the working papers relating to the Settlement Statement, (iii) the books and records relating to the Settlement Statement and, (iv) any supporting schedules, analyses and other documentation relating to the Settlement Statement.

(h) The Settlement Statement shall become final and binding (the “**Final Settlement Statement**”) upon the parties on the 45th day following delivery thereof, unless Seller gives written notice of its disagreement with the Settlement Statement (the “**Notice of Disagreement**”) to Buyer prior to such date. The Notice of Disagreement shall specify in reasonable detail the nature of any disagreement so asserted. If a Notice of Disagreement is given to Buyer in the period specified, then the Final Settlement Statement (as revised in accordance with clause (i) or (ii) below) shall become final and binding upon the parties on the earlier of (i) the date Buyer and Seller resolve in writing any differences they have with respect to the matters specified in the Notice of Disagreement or (ii) the date any disputed matters are finally resolved in writing by the Accounting Firm.

(i) Within ten (10) Business Days after the Final Settlement Statement becomes final and binding upon the parties, (i) Buyer shall be required to pay to Seller the amount, if any, by which the Final Adjustment is higher than the Estimated Adjustment or

(ii) Seller shall be required to pay to Buyer the amount, if any, by which the Estimated Adjustment is higher than the Final Adjustment, as the case may be. All payments made pursuant to this *Section 2.09(i)* must be made via wire transfer in immediately available funds to an account designated by the recipient party, together with simple interest thereon at the prime rate (as reported by *The Wall Street Journal* or, if not reported thereby, by another authoritative source) as in effect from time to time from the Effective Time to the date of actual payment.

(j) Notwithstanding the foregoing, in the event that Seller delivers a Notice of Disagreement, Seller or Buyer shall be required to make a payment of any undisputed amount to the other regardless of the resolution of the disputed items contained in the Notice of Disagreement. Seller or Buyer, as applicable, shall within ten (10) Business Days of the receipt of the Notice of Disagreement make payment to the other by wire transfer in immediately available funds of such undisputed amount owed by Seller or Buyer to the other, as the case may be, together with interest thereon, calculated as described above.

(k) During the thirty (30)-day period following the delivery of a Notice of Disagreement to Buyer that complies with the preceding paragraphs, Buyer and Seller shall seek in good faith to resolve in writing any differences they may have with respect to the matters specified in the Notice of Disagreement. During such period (i) Buyer and its independent auditors, at Buyer's sole cost and expense, shall be, and Seller and its independent auditors, at Seller's sole cost and expense, shall be, in each case permitted to review and make copies reasonably required of (w) the financial statements of the Business, in the case of Buyer, and Buyer, in the case of Seller, relating to the Notice of Disagreement, (x) the working papers of Seller, in the case of Buyer, and Buyer, in the case of Seller, and such other party's auditors, if any, relating to the Notice of Disagreement, (y) the books and records of Seller, in the case of Buyer, and Buyer, in the case of Seller, relating to the Notice of Disagreement, and (z) any supporting schedules, analyses and documentation relating to the Notice of Disagreement; and (ii) Seller, in the case of Buyer, and Buyer, in the case of Seller, shall provide reasonable access, upon reasonable advance notice and during normal business hours, to such employees of such other party and such other party's independent auditors, as such first party reasonably believes is necessary or desirable in connection with its review of the Notice of Disagreement.

(l) If, at the end of such thirty (30)-day period, Buyer and Seller have not resolved such differences, Buyer and Seller shall submit to the Accounting Firm for review and resolution any and all matters that remain in dispute and that were properly included in the Notice of Disagreement. Within sixty (60) days after selection of the Accounting Firm, Buyer and Seller shall submit their respective positions to the Accounting Firm, in writing, together with any other materials relied upon in support of their respective positions. Buyer and Seller shall use commercially reasonable efforts to cause the Accounting Firm to render a decision resolving the matters in dispute within thirty (30) days following the submission of such materials to the Accounting Firm. Buyer and Seller agree that judgment may be entered upon the determination of the Accounting Firm in any court having jurisdiction over the party against which such determination is to be enforced. Except as specified in the following sentence, the cost of any arbitration (including the fees and expenses of the Accounting Firm) pursuant to this *Section 2.09* shall be borne by Buyer and Seller in inverse proportion as they may prevail on matters resolved by the Accounting Firm, which proportional allocations shall also be determined by the Accounting Firm at the time the determination of the Accounting Firm is

rendered on the matters submitted. The fees and expenses (if any) of Buyer's independent auditors and attorneys incurred in connection with the review of the Notice of Disagreement shall be borne by Buyer, and the fees and expenses (if any) of Seller's independent auditors and attorneys incurred in connection with their review of the Settlement Statement shall be borne by Seller.

**Section 2.10. *Designation of Option Party Sharing Arrangements.*** Buyer shall have the right at any time prior to the Closing to designate by written notice to Seller any Option Party Sharing Arrangement as an Assumed Contract and upon delivery of such designation and written notice, such Option Party Sharing Arrangement shall be deemed to be an Assumed Contract and the rights of Seller thereunder will be assigned by Seller to Buyer and the rights of the applicable Option Party thereunder will be assigned to Buyer's Qualified Assignee in accordance with Section 2.01(c) and the terms of this Agreement. Buyer and the applicable Option Party shall amend any such Option Party Sharing Arrangement designated as an Assumed Contract to eliminate any automatic termination of such Option Party Sharing Arrangement upon the sale of such Station or Option Station.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller, jointly and severally, represents and warrants to Buyer as follows:

**Section 3.01. *Corporate Existence and Power.*** Each Seller Entity and Option Party is duly organized, validly existing and in good standing under the laws of the state of its organization. Each Seller Entity and Option Party is qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except where the failure to so qualify would not reasonably be expected to have a Material Adverse Effect. Each Seller Entity and Option Party, as applicable, has the requisite power and authority to operate the Business as currently operated.

**Section 3.02. *Corporate Authorization; Voting Requirements.***

(a) The execution and delivery by Seller of this Agreement and the Ancillary Agreements (to which Seller is or will be a party), the performance by Seller of its obligations hereunder and thereunder and the consummation by Seller of the transactions contemplated hereby and thereby are within Seller's limited liability company powers and have been duly authorized and approved by the respective boards of managers of each Seller, and no other limited liability company action on the part of Seller is necessary to authorize and approve the execution, delivery and performance by Seller of this Agreement and the Ancillary Agreements (to which Seller is or will be a party) and the consummation by each Seller of the transactions contemplated hereby and thereby. The execution and delivery by each Option Party of the Ancillary Agreements to which it is a party, the performance by each Option Party of its obligations thereunder and the consummation by each Option Party of the transactions contemplated thereby are within such Option Party's corporate or limited liability company powers, have been duly authorized and approved by the boards of directors or boards of managers of such Option Party and no other corporate or limited liability company action on the part of such Option Party is necessary to authorize and approve the execution, delivery and

performance by such Option Party of the Ancillary Agreements to which it is or will be a party and the consummation by each such Option Party of the transactions contemplated hereby and thereby.

(b) This Agreement has been, and the Ancillary Agreements (to which Seller is or will be a party) will be, duly executed and delivered by Seller. The Ancillary Agreements to which each Option Party is or will be a party has been or will be duly executed and delivered by such Option Party. This Agreement (assuming due authorization, execution and delivery by Buyer) constitutes, and each Ancillary Agreement (to which Seller or an Option Party, as applicable, is or will be a party) will constitute when executed and delivered by Seller or such Option Party, as applicable, the legal, valid and binding obligation of Seller or such Option Party, as applicable, enforceable against Seller or such Option Party, as applicable, in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

**Section 3.03. Governmental Authorization.** The execution, delivery and performance by Seller of this Agreement and by each of Seller and the Option Parties, as applicable, of each Ancillary Agreement to which such Person is or will be a party and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with or notification to, any Governmental Authority other than (a) compliance with any applicable requirements of the HSR Act and (b) compliance with the Communications Laws and with the rules and regulations of the FCC.

**Section 3.04. Noncontravention.** Except as disclosed in *Disclosure Schedule Section 3.04*, the execution, delivery and performance by Seller of this Agreement and by each of Seller and the Option Parties, as applicable, of each Ancillary Agreement to which such Person is or will be a party and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with the organizational documents of such Person; (b) assuming compliance with the matters referred to in *Section 3.03*, conflict with or violate in any material respect any material Law or Governmental Order applicable to such Person or any of the Purchased Assets; (c) require any consent or other action by or notification to any Person under, constitute a material default under, give to any Person any rights of termination, amendment, acceleration, cancellation of any material right or obligation of such Person under, any provision of any Material Assumed Contract; or (d) result in the creation or imposition of any material Lien (except for Permitted Liens) on any of the Purchased Assets.

**Section 3.05. Contracts.**

(a) *Disclosure Schedule Section 3.05(a)* sets forth all of the following Contracts (other than Contracts which are Excluded Contracts) to which Seller or an Option Party, as applicable, is a party and that are related primarily to the operation of the Business as of the date hereof (each, a "**Material Assumed Contract**"):

(i) any Contract for the sale of broadcast time for advertising or other purposes for cash that was not made in the ordinary course of business consistent with past practices;

(ii) any Contract relating to Program Rights other than any such Contract that involve payments of less than \$10,000 in any twelve month period and less than \$25,000 in total payments;

(iii) any Contract involving the purchase or sale of Real Property that has not closed as of the date hereof;

(iv) any Contract entered into after January 1, 2012 relating to the acquisition or disposition of any material portion of the Business (whether by merger, sale of stock, sale of assets or otherwise);

(v) any Contract involving construction, architecture, engineering or other agreements relating to uncompleted construction projects, in each case that involve payments in excess of \$100,000;

(vi) any mortgage, pledge or security agreement, deed of trust or other instrument granting a Lien (other than Permitted Liens) upon any Purchased Asset, other than those that will be paid off at Closing;

(vii) any Contract involving a partnership, joint venture or similar agreement with another party;

(viii) any Contract involving compensation to any Employee, or independent contractor or consultant engaged to perform services to the Business in excess of \$50,000 per year (*provided, however, that for purposes of this Section 3.05(a)(vii), the term Contract shall not include at-will Contracts or Contracts that can be terminated upon 30 days' notice without penalty or additional payment*);

(ix) any Contract involving any labor agreement or collective bargaining agreement of Seller or an Option Party, as applicable;

(x) any Contract that contains a covenant restricting the ability of Seller or an Option Party, as applicable, to compete in any business or with any Person or in any geographic area in which the Stations operate (*provided, however, that for purposes of this Section 3.05(a)(x), the term Contract shall, with respect to Real Property, only mean Real Property Leases*);

(xi) any Contract with any Subsidiary of Seller or an Option Party;

(xii) any Contract that is a local marketing agreement, joint sales agreement, shared services agreement or similar agreement;



(xiii) any Contract with a Governmental Authority (other than ordinary course Contracts with Governmental Authorities as a customer) which imposes any material obligation or restriction on Seller or an Option Party, as applicable;

(xiv) any Contract pursuant to which any Indebtedness for borrowed money of Seller or an Option Party is outstanding or may be incurred or pursuant to which Seller or an Option Party has guaranteed any Indebtedness for borrowed money of any other Person (other than a member of Seller or an Option Party and excluding trade payables arising in the ordinary course of business);

(xv) any Contract relating to the non-broadcast use of the Station's digital bit stream; and

(xvi) all other Contracts (including all programming contracts) that involve the cash payment or potential cash payment, pursuant to the terms of any such Contract, by or to Seller or an Option Party, as applicable, of more than \$100,000 per year that cannot be terminated within one hundred and eighty (180) days after giving notice of termination without resulting in any material cost or penalty to Seller.

(b) No Seller or Option Party and, to the Knowledge of Seller, no other party, is in material breach or default under any Material Assumed Contract.

(c) Each Material Assumed Contract is in full force and effect and constitutes a legal, valid and binding obligation of Seller or an Option Party, as applicable, and, to the Knowledge of Seller, of each other party thereto (except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other Laws from time to time in effect relating to creditors' rights and remedies generally and general principles of equity).

### **Section 3.06. *Intangible Property.***

(a) All material owned and registered Copyrights, Trademarks and domain names used in connection with the Business are described, listed or set forth on *Disclosure Schedule Section 3.06(a)*.

(b) Except as set forth on *Disclosure Schedule Section 3.06(b)*, neither Seller nor, any Option Party, as applicable, has received notice of any material claims, demands or proceedings pending by any third party challenging Seller's or, as applicable, an Option Party's right to use any of the Intangible Property or that any Intangible Property or any services provided by Seller or an Option Party, as applicable, conflict with, infringe or otherwise violate the material intellectual property rights of third parties.

(c) Except as set forth on *Disclosure Schedule Section 3.06(c)*, the Purchased Assets include all material Intangible Property, including rights in and to call letters used in the operation of the Business and, to Seller's Knowledge, no third party has materially infringed or is materially infringing on any of the Intangible Property. Neither Seller nor any Option Party, as applicable, has received any written notice that any of the owned Intangible Property is the subject of an outstanding judicial or administrative finding, opinion or office action materially

restricting the use thereof by Seller or an Option Party, as applicable, or has been adjudged invalid, unenforceable or unregistrable in whole or in part.

**Section 3.07. Real Property.**

(a) The Seller entity or the Option Party set forth on *Disclosure Schedule Section 3.07(a)(i)* has valid fee simple title to the owned Real Property identified therein, which constitutes each parcel of Real Property which is owned by the Seller or an Option Party, as applicable (such Real Property, together with all buildings, structures, fixtures and other improvements thereon being referred to herein as the “**Ow ned Real Property**”), in each case free and clear of all Liens other than Permitted Liens. *Disclosure Schedule Section 3.07(a)(ii)* includes a list of each Real Property Lease in effect as of the date of this Agreement. Each applicable Seller or Option Party has a valid leasehold interest in, or a valid license to occupy, the Real Property conveyed by the Real Property Leases as of the date of this Agreement. The Real Property includes sufficient access to the Stations’ facilities. Except as set forth on *Disclosure Schedule Section 3.07(a)(iii)*, neither Seller nor any Option Party, as applicable, (i) has received notice of any material violation of material law affecting the Ow ned Real Property or the Real Property Leases or the Seller’s or, as applicable, any Option Party’s use thereof, (ii) is in material default under any Lease or Real Property Lease, (iii) within the past two (2) years, has received notice of material default under or termination of any Leases or Real Property Leases or (iv) has Knowledge of any current material default by any third party under any Lease or Real Property Lease. Seller has made available to Buyer true and correct copies of the Leases and Real Property Leases, together with all amendments thereto.

(b) Within the past two (2) years, neither Seller nor any Option Party has received written notice of any existing plan or study by any Governmental Authority or by any other Person that challenges or otherwise adversely affects the continuation of the use or operation of any Ow ned Real Property or Real Property Leases and Seller has no Knowledge of any such plan or study with respect to which it has not received written notice. Except as set forth in the Leases, to the Knowledge of Seller, there is no Person in possession of any Ow ned Real Property other than Seller or an Option Party, as applicable. Except as identified in *Disclosure Schedule Section 3.07(b)*, no Person has any right to acquire the interests in any of the Ow ned Real Property.

(c) Except as disclosed on *Disclosure Schedule Section 3.07(c)* and *Disclosure Schedule Section 3.17(b)*, with respect to the Ow ned Real Property, all material improvements, installations, equipment and facilities utilized in connection with the business of each applicable Station, including material studios, towers and transmission equipment, are (i) located entirely on the Ow ned Real Property, (ii) maintained on the Ow ned Real Property in compliance in all material respects with all applicable material Laws or Permits, and (iii) in normal operating condition and repair in all material respects for the uses for which they are currently employed (normal wear and tear excepted).

(d) *Disclosure Schedule Section 3.07(d)* includes a list of each lease, sublease, license, or similar agreement (including any and all assignments, amendments, and other modifications of such leases, subleases, licenses and other occupancy agreements) pertaining to the use or occupancy of the Real Property in which Seller or an Option Party, as applicable, has

an interest as a tenant, licensee, subtenant or sub-licensee (such leases, subleases, licenses or similar agreements with current monthly payments in excess of \$1,000, “**Real Property Leases**”).

(e) Except as disclosed on *Disclosure Schedule Section 3.07(e)*, to the Knowledge of Seller, the Owned Real Property is in material compliance with all applicable material building, zoning, subdivision, health and safety and other land use Laws, including The Americans with Disabilities Act of 1990, as amended.

(f) Except as disclosed on *Disclosure Schedule Section 3.07(f)*, (i) each parcel of Owned Real Property has access (e.g. ingress and egress) to a public street adjoining such parcel of Owned Real Property, or has ingress and egress to a public street via Real Property Leases or easements, and (ii) such access is not dependent on any land or other real property interest which is not included in the Real Property.

(g) To the Knowledge of Seller the current use and occupancy of the Owned Real Property and the operation of the Business as currently conducted thereon does not violate in any material respect any easement, covenant, condition, restriction or similar provision in any instrument of record or other unrecorded agreement affecting such Owned Real Property or Seller’s or, as applicable, an Option Party’s use and occupancy thereof.

### **Section 3.08. Financial Information.**

(a) The unaudited financial statements from the Seller’s internal reporting system relating to the Business as of the Balance Sheet Date and the related unaudited statement of operations for the year then ended (the “**Business Unaudited Financial Statements**”), and the unaudited balance sheet of the Business as of January 31, 2013 and the related unaudited statement of operations for the one month then ended (the “**Business Unaudited Interim Financial Statements**” and, together with the Business Unaudited Financial Statements, the “**Business Financial Statements**”), complete and correct copies of which are set forth in *Disclosure Schedule Section 3.08(a)*, were prepared in accordance with the books and records of Seller and as applicable to the Option Parties and GAAP, consistently applied during the applicable periods, and present fairly in all material respects the financial position of the Business as of the applicable dates, and the results of operations for each of the applicable periods (except as may be indicated in the notes thereto), subject to the absence of statements of cash flows, other comprehensive income (loss), stockholders’ equity (deficiency), and footnotes, for the periods covered by the Business Financial Statements and subject to normal year-end audit adjustments relating to the Business Unaudited Interim Financial Statements consistent with past practices. The customary costs and expenses of corporate services performed for the Business by Seller and its Subsidiaries from Seller’s corporate headquarters in Schaumburg, Illinois are as set forth in *Disclosure Schedule Section 3.08(a)* with respect to the period referenced in such schedule.

(b) Except as set forth on *Disclosure Schedule Section 3.08(b)*, neither Seller nor an Option Party has any liabilities that relate to the Business or to which the Purchased Assets would be subject which would be required to be reflected or reserved against on a balance sheet of the Business prepared in accordance with GAAP or the notes thereto, except liabilities

(i) reflected or reserved against on the Business Financial Statements, (ii) incurred after the Balance Sheet Date in the ordinary course of business, (iii) that are Excluded Liabilities, (iv) liabilities to be performed after the date hereof pursuant to the Assumed Contracts or (v) as contemplated by this Agreement.

**Section 3.09. *Absence of Certain Changes or Events.***

(a) Except as disclosed in *Disclosure Schedule Section 3.09(a)*, since the Balance Sheet Date, each Seller and Option Party has operated the Stations in the ordinary course of business consistent with past practices.

(b) Since the Balance Sheet Date through the date hereof, and except as set forth in *Disclosure Schedule Section 3.09(b)* or as contemplated by this Agreement, there has not been in respect of the Business:

(i) any Material Adverse Effect;

(ii) any damage, destruction or loss, whether or not covered by insurance, with respect to any of its property and assets having a replacement cost of more than \$100,000 per Market;

(iii) (x) the entry into (including renewals or amendments to existing Contracts) or relinquishment of any individual Program Rights agreement with a term of one (1) year or more or that involves cash payments or cash receipts of \$50,000, or (y) the entry into (including renewals or amendments to existing Contracts) of any other agreement or commitment (other than advertising sales contracts for cash only) with a term of one (1) year or more or that involves cash payments or cash receipts of \$50,000 or more per year, in the case of clause (x) or (y), other than agreements and commitments specifically contemplated by this Agreement;

(iv) any material change in the programming policies of the Stations;

(v) the creation or other incurrence by Seller or any Option Party of any Lien on any Purchased Asset other than Permitted Liens;

(vi) any (x) with respect to any Employee, establishment of any bonus, employment, severance, deferred compensation, retirement or other employee benefit plan (or any amendment to any such existing agreement), (y) grant of any severance or termination pay to any Employee, or (z) increase or change to the rate or nature of the compensation (including wages, employee benefits, salaries and bonuses) payable to any Employee, except in each case, (A) as may be required by Law or existing contracts or applicable collective bargaining agreements and (B) in the ordinary course of business consistent with past practices;

(vii) any labor dispute, other than routine individual grievances, or any activity or proceeding by a labor union or representative thereof to organize any Employees of Seller or an Option Party, as applicable, which Employees were not subject to a collective bargaining agreement at the Balance Sheet Date, or any lockouts, strikes,

concerted work stoppages or slowdowns, or threats thereof by or with respect to any Employees of Seller or an Option Party, as applicable;

(viii) any sale of Owned Real Property or other transfer, conveyance or termination of leasehold rights in, such Owned Real Property or Real Property Leases;

(ix) any change in any method of accounting or accounting practice by Seller except for any such change required by reason of a concurrent change in GAAP; or

(x) any agreement or commitment to do anything set forth in this *Section 3.09(b)*.

**Section 3.10. *Absence of Litigation.*** Except as set forth on *Disclosure Schedule Section 3.10*, there is no material Action pending against or, to the Knowledge of Seller, threatened against or affecting Seller, any Option Party, any of the Stations or the Business, in each case that would be reasonably expected to restrain, enjoin or otherwise prevent the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements or that would, as of the date of this Agreement, reasonably be expected to result in damages in excess of \$100,000.

**Section 3.11. *Compliance with Laws.*** Except as set forth in *Disclosure Schedule Section 3.11*, none of the Stations is in material violation of, and, to the Knowledge of Seller, none of the Stations is under investigation with respect to and has not been threatened in writing to be charged with, any material violation of any material applicable Law or Governmental Order. Seller and the Option Parties hold all material licenses, franchises, permits, certificates, approvals and authorizations from Governmental Authorities necessary for the lawful conduct of the Business (collectively, “**Permits**”), and all such Permits are valid and in full force and effect. Except as set forth in *Disclosure Schedule Section 3.11*, Seller and the Option Parties are in material compliance with the terms of such Permits.

**Section 3.12. *FCC Matters; Qualifications.***

(a) *Disclosure Schedule Section 3.12(a)* contains a true and complete list of all FCC Licenses, including antenna structure registrations of towers owned by Seller or any Option Party. Seller has made available true, correct and complete copies of the FCC Licenses to Buyer, including any and all amendments and modifications thereto. The FCC Licenses are validly held by the FCC Licensees identified on *Disclosure Schedule Section 3.12(a)*, and such FCC Licenses are in full force and effect. The FCC Licenses have been issued for the full terms customarily issued to a broadcast television station in the state in which the Station’s community of license is located, and the FCC Licenses are not subject to any condition except for those conditions appearing on the face of the FCC Licenses and conditions applicable to broadcast television licenses generally or otherwise disclosed in *Disclosure Schedule Section 3.12(a)*.

(b) Except as set forth on *Disclosure Schedule Section 3.12(b)*, neither Seller nor any Option Party has applications pending before the FCC relating to the operation of the Stations.

(c) Except as set forth on *Disclosure Schedule Section 3.12(c)*, Seller, the Option Parties and the FCC Licensees have (i) operated each Station in compliance with the Communications Laws and the FCC Licenses in all material respects, (ii) timely filed all material registrations and reports required to have been filed with the FCC, (iii) paid or caused to be paid all FCC regulatory fees due in respect to each Station and (iv) completed or caused to be completed the construction of all facilities or changes contemplated by any of the FCC Licenses or construction permits issued to the Stations. Except as set forth in *Disclosure Schedule Section 3.12(c)*, there are no applications, petitions, proceedings, or other actions or, to the Knowledge of Seller, complaints or investigations, pending or, to the Knowledge of Seller, threatened before the FCC relating to the Stations, other than proceedings affecting broadcast television stations generally. Except as set forth on *Schedule 3.12(c)*, none of Seller, the Option Parties nor the FCC Licensees, nor any of the Stations, has entered into a tolling agreement or otherwise waived any statute of limitations relating to the Stations during which the FCC may assess any fine or forfeiture or take any other action or agreed to any extension of time with respect to any FCC investigation or proceeding.

(d) The FCC Licensees are qualified under the Communications Laws to assign the FCC Licenses to Buyer. To the Knowledge of Seller, and except as set forth on *Disclosure Schedule Section 3.12(d)*, there is no fact or circumstance relating to the Stations or Seller or any of its Affiliates that would cause the FCC to deny the FCC Applications. Except as set forth on *Disclosure Schedule Section 3.12(d)*, Seller has no reason to believe that the FCC Applications might be challenged or might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Seller's or the Option Parties' operation of the Stations or to Seller, the Option Parties or any of their Subsidiaries.

### **Section 3.13. Cable and Satellite Matters.**

(a) *Disclosure Schedule Section 3.13(a)* contains a list of all retransmission consent or copyright indemnification agreements with MVPDs with more than 5,000 subscribers with respect to each Station as of the date of this Agreement. Seller or an Option Party, as applicable, has timely made retransmission consent elections and entered into retransmission consent agreements with respect to each MVPD with more than 7,000 subscribers in any of the Markets. Since July 31, 2011, no such MVPD has provided written notice to Seller or an Option Party, as applicable, of any signal quality issue or failed to respond to a request for carriage or to the Knowledge of Seller sought any form of relief from carriage of the Station from the FCC. Since July 31, 2011, neither Seller nor any Option Party has received any written notice of the intention of any headend with more than 1,500 subscribers covered by an MVPD in any of the Stations' Markets to delete a Station from carriage or to change a Station's channel position. Except as set forth on *Disclosure Schedule 3.13(a)*, as of the Closing, Seller shall have delivered to Buyer the currently effective non-duplication letters with respect to each applicable MVPD in each of the Markets and proof of receipt by each such MVPD.

(b) *Disclosure Schedule Section 3.13(b)* contains a list as of the date hereof, including the channel position where known, of the MVPDs that, to the Knowledge of Seller, carry any Station outside such Station's Market.

**Section 3.14. *Employees; Labor Matters.***

(a) Seller has made available to Buyer a list, dated as of a date no earlier than five (5) days prior to the date of this Agreement, of all Employees, including the names, date of hire, current rate of compensation, employment status (*i.e.*, active, disabled, on authorized leave and reason therefor), department, title, whether covered by a collective bargaining agreement and whether full-time, part-time or per-diem. Such list, redacted to delete current rate of compensation and the reason for an employment status that is other than active status, is attached as *Disclosure Schedule Section 3.14(a)*.

(b) Except as set forth in *Disclosure Schedule Section 3.14(b)*, none of the Stations are subject to or bound by any labor agreement or collective bargaining agreement. To the Knowledge of Seller, there is no activity involving any Employee seeking to certify a collective bargaining unit or engaging in any other organizational activity.

(c) Except as set forth in *Disclosure Schedule Section 3.14(c)*, (i) neither Seller nor any Option Party is engaged in any unfair labor practice that would reasonably be expected to have a Material Adverse Effect; (ii) there are no labor strikes, material labor disputes, concerted work stoppages or lockouts pending or, to the Knowledge of Seller, threatened; (iii) there are no grievances, complaints or other legal proceedings pending, or to the Knowledge of Seller, threatened, against Seller or any Option Party in connection with the employment of their respective employees, except that would not reasonably be expected to result in a material liability; and (iv) Seller and the Option Parties are in compliance with all applicable labor and employment laws in connection with the employment of their respective employees, except for any failure to comply that would not reasonably be expected to result in a material liability.

**Section 3.15. *Employee Benefit Plans.*** With respect to Employee Plans that are applicable to any individual who is or has been employed by or provided services to any of the Stations:

(a) *Disclosure Schedule Section 3.15(a)* identifies each material Employee Plan immediately prior to the date of this Agreement.

(b) The Employee Plans are in compliance with all applicable requirements of ERISA, the Code, and other applicable laws and have been administered in accordance with their terms and such laws, disregarding for this purpose any failure to so comply or administer that does not: (i) have a Material Adverse Effect, or (ii) impose upon Buyer any carryover or other liability with respect thereto. Each Employee Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter as to its qualification, and nothing has occurred that could reasonably be expected to adversely affect such qualification.

(c) Except as set forth on *Disclosure Schedule Section 3.15(c)*, there is no contract, plan or arrangement (written or otherwise) covering any employee or former employee of the Stations that, individually or collectively, could give rise to the payment of any amount that would not be deductible pursuant to the terms of Section 280G of the Code.

(d) Except as set forth in *Disclosure Schedule Section 3.15(d)*, there is no pending or, to the Knowledge of Seller, threatened legal action, suit or claim relating to the Employee Plans (other than routine claims for benefits) that would reasonably be expected to have a Material Adverse Effect.

(e) Except as set forth in *Disclosure Schedule Section 3.15(e)*, no Employee Plan is: (i) a defined benefit pension plan within the meaning of Section 414(j) of the Code, or (ii) subject to Title IV of ERISA or to the minimum funding standard within the meaning of Section 412 of the Code or Section 302 of ERISA and Seller has no liability under any such plan.

(f) With respect to each material Employee Plan, Seller has provided or made available to Buyer true and complete copies of the following documents: (i) the most recent Employee Plan document and all amendments thereto; (ii) the most recent summary plan description; and (iii) with respect to any Employee Plan to which Section 401(a) of the Code is applicable, the most recent determination letter issued by the IRS.

(g) Except as set forth on *Disclosure Schedule Section 3.15(g)*, the consummation of the transactions contemplated by this Agreement will not result in the acceleration of the vesting or timing of payment of any compensation or benefits payable under any Employee Plan to or in respect of any employee of Seller.

**Section 3.16. *Environmental Matters.*** Except as otherwise disclosed on *Disclosure Schedule Section 3.16*:

(a) no citation, written notice, request for information, order, complaint or penalty has been received, and, to the Knowledge of Seller, no Action has been brought by any Governmental Authority, in each case, alleging a material violation of, or material liability under, any Environmental Laws for Releases at any Real Property owned, leased or operated by Seller or any Option Party, except for those that have been fully and finally resolved with no continuing obligation on or to Seller or such Option Party;

(b) Seller and the Option Parties, as applicable, hold all environmental permits, registrations or other authorizations necessary for the operation of the Business to comply with applicable material Environmental Laws in all material respects and Seller and the Option Parties are in material compliance with the terms of such permits issued pursuant to Environmental Laws;

(c) Seller and the Option Parties are in compliance with Environmental Laws in all material respects, including those relating to generation, storage, treatment, recycling, removal, cleanup, transport or disposal of Hazardous Materials;

(d) to the Knowledge of Seller, there have been no Releases of Hazardous Materials at, from, to, on or under any Owned Real Property that give rise to an affirmative reporting or cleanup obligation under Environmental Law; and

(e) to the Knowledge of Seller, there are no underground storage tanks at the Owned Real Property and neither Seller nor any Option Party utilize any underground storage tanks at the Real Property subject to the Real Property Leases.



### **Section 3.17. *Equipment.***

(a) *Disclosure Schedule Section 3.17(a)* lists all material items of Equipment included in the Purchased Assets.

(b) Except as otherwise set forth in *Disclosure Schedule Section 3.17(b)*, all such material items of Equipment are in normal operating condition and repair in all material respects for the uses to which they are currently employed (ordinary wear and tear excepted), and to the Knowledge of Seller, are free from material defects (patent or latent) and have been maintained in accordance with normal industry practice. Seller and the Option Parties, as applicable, own or lease all Equipment included in the Purchased Assets, free and clear of all Liens, except Permitted Liens.

(c) No Person other than a Seller or an Option Party, as applicable, has any rights to use any of the Equipment or other tangible personal property included in the Purchased Assets, whether by lease, sublease, license or other instrument, other than set forth on *Disclosure Schedule Section 3.17(c)*.

**Section 3.18. *Brokers.*** Except for Wells Fargo Securities, LLC, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or similar fee or commission in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of Seller, the Option Parties or any of their Subsidiaries.

### **Section 3.19. *Taxes.***

(a) With respect to Taxes, other than Income Taxes, relating primarily to the Purchased Assets or the Business, Seller and the Option Parties, as applicable, have filed (or were included in) or will have filed on a timely basis all material Tax Returns in connection with any such material federal, state or local Tax required to be filed by them, all such Tax Returns are or will be correct and complete in all material respects and prepared in substantial compliance with all applicable laws and regulations, and Seller and the Option Parties, as applicable, have or will have timely paid all such Taxes due (whether or not shown thereon) except as contested upon audit by appropriate proceedings and which either (i) constitute Excluded Liabilities or (ii) are disclosed on *Disclosure Schedule Section 3.19(a)*. None of the Purchased Assets is subject to any lien in favor of the United States pursuant to Section 6321 of the Code for nonpayment of federal Taxes, or any Tax lien in favor of any state or locality pursuant to any comparable provision of state or local Law, or any other U.S. federal, state or local Tax Law under which transferee liability might be imposed upon Buyer as a buyer of such Purchased Assets.

(b) There are no Liens (other than Permitted Liens) against the Purchased Assets in respect of any Taxes.

(c) There is no material action or proceeding or unresolved claim for assessment or collection, pending or, to the Knowledge of Seller, threatened by any Governmental Authority for assessment or collection from Seller or an Option Party, as applicable, of any Taxes of any nature affecting the Purchased Assets or the Business.

(d) None of the Purchased Assets have been financed with, or directly or indirectly secures, any industrial revenue bonds or debt, the interest on which is tax exempt under Section 103(a) of the Code. None of the Purchased Assets consists of stock in a corporation. None of the Purchased Assets are tax-exempt use property within the meaning of Section 168(h) of the Code.

(e) Except as set forth on *Disclosure Schedule Section 3.19(e)*, none of the Sellers or Option Parties currently is the beneficiary of any extension of time within which to file any material Tax Return relating primarily to the Purchased Assets or the Business.

(f) There is no material dispute or claim concerning any Tax liability of any Seller or Option Party relating primarily to the Purchased Assets or the Business either (A) claimed or raised by any Governmental Authority in writing or (B) as to which Seller has Knowledge.

(g) Neither Seller nor any Option Party has waived any statute of limitations in respect of material Taxes relating primarily to the Purchased Assets or the Business or agreed to any extension of time with respect to a material Tax assessment or deficiency which extension is currently in effect relating primarily to the Purchased Assets or the Business.

### **Section 3.20. *Purchased Assets.***

(a) The Purchased Assets include all assets that are owned or leased by Seller and the Option Parties, as applicable, and used or held for use primarily in the operation of the Business in all material respects as currently operated, except for the Excluded Assets.

(b) *Disclosure Schedule Section 2.02(o)* lists or describes all real and personal, tangible and intangible assets of Seller, the Option Parties and their Affiliates that are used in connection with the operation of the Business but are neither located at nor used primarily with respect to the Stations.

**Section 3.21. *Option Exercise Agreements.*** Seller has delivered to Buyer a true and complete copy of the Option Exercise Agreements, which agreements are in full force and effect and constitute legal, valid and binding agreements of Barrington and the applicable Option Parties.

## **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Seller as follows:

**Section 4.01. *Existence and Power.*** Buyer is a corporation duly formed, validly existing and in good standing under the Laws of the State of Maryland and has all corporate powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

**Section 4.02. *Corporate Authorization.***

(a) The execution and delivery by Buyer of this Agreement and the Ancillary Agreements (to which Buyer will be a party), the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby are within Buyer's corporate powers and have been duly authorized by all requisite organizational action on the part of Buyer.

(b) This Agreement has been, and each Ancillary Agreement (to which Buyer is or will be a party) will be, duly executed and delivered by Buyer. This Agreement (assuming due authorization, execution and delivery by Seller) constitutes, and each Ancillary Agreement (to which Buyer is or will be a party) will constitute when executed and delivered by Buyer, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

**Section 4.03. *Governmental Authorization.*** The execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with or notification to, any Governmental Authority other than (a) compliance with any applicable requirements of the HSR Act, and (b) compliance with the Communications Laws.

**Section 4.04. *Noncontravention.*** The execution, delivery and performance of this Agreement by Buyer and each Ancillary Agreement to which Buyer will be a party and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with the organizational documents of Buyer, (b) assuming compliance with the matters referred to in *Section 4.03*, conflict with or violate any Law or Governmental Order applicable to Buyer, (c) require any consent or other action by or notification to any Person under, constitute a default under, or give to any Person any rights of termination, amendment, acceleration or cancellation of any right or obligation of Buyer or to a loss of any benefit relating to Seller to which Buyer is entitled under, any provision of any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other agreement or instrument to which Buyer is a party or by which any of Buyer's assets is or may be bound or (d) result in the creation or imposition of any Lien on any asset of Buyer, except, in the cases of clauses (b), (c) and (d), for any such violations, consents, actions, defaults, rights or losses as have not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on Buyer or on Buyer's ability to perform its obligations under this Agreement or the Ancillary Agreements.

**Section 4.05. *Absence of Litigation.*** There are no Actions pending against or, to Buyer's knowledge, threatened against Buyer before any Governmental Authority that in any manner challenges or seeks to prevent, enjoin, alter or delay materially the transactions contemplated by this Agreement.

**Section 4.06. *FCC Qualifications.*** Except as set forth on *Disclosure Schedule Section 4.06*, Buyer is legally, financially and otherwise qualified under the Communications Laws (as in effect on the date hereof) to acquire the FCC Licenses and own and operate each Station. Except as set forth on *Disclosure Schedule Section 4.06*, there are no facts known to Buyer, after due inquiry, that would disqualify Buyer as the assignee of the FCC Licenses or as owner and operator of the Stations, and no waiver or exemption, whether temporary or permanent of the Communications Laws is necessary for the FCC Consent to be obtained. Except as set forth on *Disclosure Schedule Section 4.06*, Buyer has no reason to believe, after due inquiry, that the FCC Applications might be challenged or might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Buyer or any of its Affiliates or any of their respective officers, directors, shareholder, members or partners. Except for the Satellite Waiver, no waiver of or exemption, whether temporary or permanent, from any provision of the Communications Laws is necessary for the FCC Consent to be obtained.

**Section 4.07. *Brokers.*** There is no broker, finder, investment banker or other intermediary that has been retained by or is authorized to act on behalf of Buyer who or that might be entitled to any fee or commission from either Buyer or any of its Affiliates upon consummation of the transactions contemplated by this Agreement and the Ancillary Agreements for which Seller could become liable.

**Section 4.08. *Financing.*** At Closing, Buyer will have sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price, all related fees and expenses in connection with the transactions contemplated by this Agreement and any other amounts to be paid by it in accordance with the terms of this Agreement.

**Section 4.09. *Projections and Other Information.*** Buyer acknowledges that, with respect to any projections, forecasts, business plans, budget information and similar documentation or information relating to Seller and the Business that Buyer has received from Seller or any of its Affiliates, (a) there are uncertainties inherent in attempting to make such projections, forecasts, plans and budgets, (b) Buyer is familiar with such uncertainties, (c) Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts, plans and budgets so furnished to it, and (d) Buyer does not have, and will not assert, any claim against Seller or any of its directors, officers, employees, Affiliates or representatives, or hold Seller or any such persons liable, with respect thereto. Buyer represents that neither of Seller nor any of its Affiliates nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Seller, or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and neither Seller nor any of its Affiliates or any other Person will have or be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer or its representatives or Buyer's use of, any such information, including any confidential memoranda distributed on behalf of Seller relating to Seller or other publications or data room information provided to Buyer or its representatives, or any other document or information in any form provided to Buyer or its representatives in connection with the sale of the Purchased Assets and the transactions contemplated hereby. Notwithstanding anything herein to the contrary, nothing in this *Section 4.09* will in any way limit Buyer's rights (including under

*Section 10.03(a)* and *Article XII*) with respect to representations and warranties of Seller explicitly included herein.

**Section 4.10. Solvency.** Buyer is not entering into the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors. Immediately after giving effect to all of the transactions contemplated hereby, including the payment of the Purchase Price and payment of all related fees and expenses, Buyer and/or its Affiliates will be Solvent. For purposes of this *Section 4.10*, the term “**Solvent**” with respect to any Person means that, as of any date of determination, (a) the amount of the fair saleable value of the assets of such Person exceeds, as of such date, the value of all liabilities of such Person, including contingent and other liabilities, as of such date, as such quoted terms are generally determined in accordance with the applicable federal Laws governing determinations of the solvency of debtors, (b) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the business in which they are engaged or proposed to be engaged following such date and (c) such Person will be able to pay its liabilities, including contingent and other liabilities, as they mature. For purposes of this definition, “*not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged*” means that the Person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet their obligations as they become due.

**Section 4.11. Buyer Superseding Contracts.** Buyer represents and warrants that, with respect to each *Section 2.02(s)* Contract (other than any *Section 2.02(s)* Contract designated with an asterisk on *Disclosure Schedule Section 2.02(s)*), Buyer (i) has, or at Closing will have, a valid, effective Contract with the applicable *Section 2.02(s)* Counterparty to such *Section 2.02(s)* Contract (each, a “**Buyer Superseding Contract**”), and (ii) pursuant to the terms of such Buyer Superseding Contract, the Station(s) subject to such *Section 2.02(s)* Contract will, upon Closing (following, if necessary, an election by Buyer), be subject to and governed solely by the terms and conditions of such Buyer Superseding Contract.

## ARTICLE V COVENANTS OF SELLER

**Section 5.01. Operations Pending Closing.** Except (i) as contemplated or required by this Agreement, (ii) as set forth on *Disclosure Schedule Section 5.01*, (iii) as required by applicable Law or by a Governmental Authority of competent jurisdiction, or (iv) with the prior written consent of Buyer, which consent may not be unreasonably withheld, delayed or conditioned in the case of clauses (e), (g), (h), (i), (l), (m), (n), (o), (p), (q) or, as it relates to the foregoing, (s), and may otherwise be withheld in Buyer’s sole discretion, and subject to the provisions of *Section 7.04* regarding control of each Station, from and after the date of this Agreement until the Closing, Seller shall, and, pursuant to the Option Exercise Agreement, Seller shall cause the Option Parties to:

(a) operate the Business in compliance in all material respects with the Communications Laws, the FCC Licenses and all applicable Laws;

(b) not cause or permit, or agree or commit to cause or permit, by act or failure to act, any of the FCC Licenses to expire or to be revoked, suspended or adversely modified, or take or fail to take any action that would cause the FCC or any other Governmental Authority to institute proceedings for the suspension, revocation or adverse modification of any of the FCC Licenses listed on *Disclosure Schedule Section 3.12*;

(c) not sell, lease, license or otherwise dispose of or encumber any assets of the Business except (i) pursuant to or in accordance with existing contracts or commitments set forth on *Disclosure Schedule Section 3.05(a)* or *Disclosure Schedule Section 5.01(c)* or (ii) immaterial assets in the ordinary course of business consistent with past practices;

(d) except as set forth on *Disclosure Schedule Section 5.01(d)*, operate the Business in the ordinary course consistent with past practices (except where such conduct would conflict with the following covenants or with Seller's other obligations under this Agreement) and use commercially reasonable efforts to preserve substantially intact the relationships of Seller and the Option Parties, as applicable, with their respective customers, suppliers, licensors, licensees, distributors and others with whom Seller or an Option Party, as applicable, deals;

(e) not make any change in any method of accounting or accounting practice utilized in the preparation of the Business Unaudited Financial Statements except for any such change required by reason of a concurrent change in GAAP;

(f) maintain the Equipment in normal operating condition in conformity in all material respects with all applicable FCC technical regulations, ordinary wear and tear excepted;

(g) (i) not increase the rate or nature of, or prepay, the compensation (including wages, salaries and bonuses) or severance that is paid or payable to any Employee, except (A) in the ordinary course of business consistent with past practices or pursuant to existing compensation and fringe benefit plans, Employee Plans, practices and arrangements, (B) as may be required by Law or existing contracts or applicable collective bargaining agreements, or (C) as would not impose upon Buyer any carryover or other liability with respect thereto (including the stay bonuses contemplated by *Disclosure Schedule Section 5.01(g)* and, for the avoidance of doubt, constituting Excluded Liabilities), (ii) not enter into, renew or allow the renewal of or entering into, any employment or consulting agreement or other contract or arrangement with respect to the performance of personal services for a Station that is not terminable at will except in the ordinary course of business consistent with past practice or would not impose upon Buyer any carryover or other liability with respect thereto, and (iii) not agree or commit to do any of the foregoing;

(h) except as set forth on *Disclosure Schedule Section 5.01(h)*, not enter into, or become obligated under, any agreement or commitment except for: (x) any individual Program Rights agreement with a term of one (1) year or less or that involve cash payments or cash receipts of \$100,000 or less; *provided, however*, that in no event may Seller or any Option Party enter into Program Rights agreements that in the aggregate involve cash payments or cash receipts of \$321,000 or more; and (y) any other agreement or commitment (other than advertising sales contracts for cash only) with a term of one (1) year or less or that involve cash payments or cash receipts of \$100,000 or less per year; *provided, however*, that in no event may

Seller or any Option Party enter into such other agreements or commitments that in the aggregate involve cash payments or cash receipts of \$321,000 or more and (z) any exercise of a renewal option under a Lease or Real Property Lease that would otherwise terminate or expire, or where the deadline to exercise such renewal option would lapse, within one year of the anticipated date of Closing;

(i) (A) not enter into or agree or commit to enter into any new Tradeout Agreement relating to a specific Station with a value in excess of \$40,000 per Station, and, \$211,000 in the aggregate, prior to Closing that will not be fully performed prior to the Closing or (B) make any guarantee of commercial ratings other than in the ordinary course of business consistent with past practice.

(j) (i) utilize the Program Rights only in the ordinary course of business consistent with past practices and (ii) not sell or otherwise dispose of any such Program Rights;

(k) promptly notify Buyer of any attempted or actual collective bargaining organizing activity with respect to the applicable Employees;

(l) except as set forth on *Disclosure Schedule Section 5.01(l)*, not make or agree or commit to make any capital expenditure greater than \$40,000 in connection with any particular project relating to a Station, or greater than \$200,000 in total per Station;

(m) keep in full force and effect insurance comparable in amount and scope of coverage to that now maintained;

(n) not enter into any arrangement or Contract with any Subsidiary of Seller that survives the Closing;

(o) except as set forth on *Disclosure Schedule Section 5.01(o)* or as set forth in *Section 5.01(h)* above, not enter into or become obligated under any new Contract which would be required to be listed on *Disclosure Schedule Section 3.05(a)* by virtue of *Section 3.05(a)* hereof or amend, modify, terminate or waive any material right under any Assumed Contract (including any Lease, Real Property Lease or employment Contract), other than as expressly permitted hereunder;

(p) not extend credit to advertisers other than in accordance with the Business' usual and customary policy with respect to extending credit for the sale of broadcast time and collecting Accounts Receivable;

(q) promote the programming of the Stations (both on-air and using third party media) in a manner generally consistent with historical practice;

(r) timely make retransmission consent elections with all MVPDs located in or serving the Stations' Markets; and

(s) not agree or commit, whether in writing or otherwise, to take any of the actions specified in the foregoing clauses.

## **Section 5.02. Access to Information.**

(a) Subject to applicable Laws relating to the exchange of information, between the date of this Agreement and the Closing Date, upon reasonable notice, Seller shall (i) give Buyer, its counsel, financial advisors, auditors and other authorized representatives reasonable access during normal business hours to Seller's key employees (including the chief executive officer, president and the chief financial officer of Barrington and the general manager, sales managers, business manager and chief engineer (or person holding a similar position) of each Station), and the offices, properties, books and records of each Station including reasonable access reasonably necessary to allow Buyer to implement payroll, benefits, financial reporting, accounts receivable, accounts payable and similar functions immediately after Closing, and to conduct Phase I Environmental Site Assessments of the properties (provided Buyer and its representatives may not conduct any environmental sampling or other intrusive investigation unless permitted by Seller in its sole discretion), (ii) as promptly as practicable after the end of each month after the date of this Agreement, furnish to Buyer (A) a monthly balance sheet relating to the operation of the Stations in each Market (without any allocations or adjustments reflected on the balance sheets included in the Business Financial Statements) and the related statement of operations and (B) monthly profit and loss statements for each the Business and (ii) instruct its key employees, counsel and financial advisors of Seller to cooperate with Buyer in its activities and access pursuant to this *Section 5.02(a)*; *provided, however*, that Buyer's access pursuant to clause (i) shall be with Seller's prior written consent, which consent shall not be unreasonably withheld or delayed. All such requests for access shall be directed to Barrington's chief financial officer or his designee. Buyer's activities and access pursuant to this *Section 5.02(a)* shall be conducted in such manner as not to unreasonably interfere with the conduct of the Business or any of the businesses or operations of Seller or any of its Affiliates. Notwithstanding the foregoing, Seller shall not be obligated to provide such access or information if Seller determines, in its reasonable judgment, that doing so would violate applicable Law, jeopardize the protection of an attorney-client privilege or expose Seller or its Subsidiaries to liability for disclosure of personal information. Until the Closing, the information provided will be subject to the terms of the Confidentiality Agreement and, without limiting the generality of the foregoing, Buyer shall not, and shall cause its representatives not to, use such information for any purpose unrelated to the consummation of the transactions contemplated hereby.

(b) For a period of two (2) years after the Closing Date, Seller, the Option Parties and their Affiliates will hold, and will use their commercially reasonable efforts to cause their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of law, all confidential documents and information concerning the Stations and the Business.

(c) On and after the Closing Date, Seller will afford promptly to Buyer and its agents reasonable access to its books of account, financial and other records (including accountant's work papers), information, employees and auditors to the extent necessary for Buyer in connection with any audit, investigation, dispute or litigation or any other reasonable business purpose relating to the Stations; *provided, however*, that any such access by Buyer shall



not unreasonably interfere with the conduct of the businesses or operations of Seller, the Option Parties or any of their Affiliates.

(d) After Closing, Buyer shall cooperate with Seller in the investigation, defense or prosecution of any action which is pending or threatened against Seller, any Option Party or any of their Affiliates with respect to the Stations or Seller or the Option Parties, whether or not any party has notified the other of a claim for indemnification with respect to such matter. Without limiting the generality of the foregoing, Buyer shall make available its employees to give depositions or testimony and shall preserve and furnish all documentary or other evidence that Seller may reasonably request.

**Section 5.03. Title Commitments, Surveys.** Seller shall deliver to Buyer, within sixty (60) days of the date of this Agreement, title commitments for owner's and lender's title insurance policies on the Owned Real Property and all Real Property that is leased pursuant to a Real Property Lease sufficient in form to allow Buyer to obtain, at Buyer's sole cost and expense, a standard form of, (a) commitments for owner's and lender's title insurance policies on the Owned Real Property and commitments for lessee's and lender's title insurance policies for all Real Property that is leased pursuant to a Real Property Lease (collectively the "**Title Commitments**"), and (b) an ALTA survey on each parcel of Real Property (the "**Surveys**"). The Title Commitments will evidence a commitment to issue an ALTA title insurance policy insuring good, marketable and indefeasible fee simple (or leasehold, if applicable) title to each parcel of the Real Property contemplated above for such amount as Buyer directs. Seller shall reasonably cooperate with Buyer in obtaining such Title Commitments and Surveys, provided that neither Seller nor any of the Option Parties shall be required to incur any cost, expense or other liability in connection therewith. If the Title Commitments or Surveys reveal any Lien on the title other than Assumed Liabilities or Permitted Liens, Buyer shall notify Seller in writing of such objectionable matter as soon as Buyer becomes aware that such matter is not an Assumed Liability or Permitted Lien, and Seller agrees to use such efforts that are necessary to remove such objectionable matter as required pursuant to the terms of this Agreement. With respect to parcels of Real Property which do not require delivery of the Title Commitments as a condition to Closing pursuant to *Section 10.03(f)*, Seller agrees to take actions necessary post-Closing to remove any objectionable matter in order to deliver such Title Commitments, and Buyer shall be entitled to a claim against the Indemnity Escrow Fund in an amount equal to the impairment of the fair market value of such Real Property until such time as such Title Commitments have been delivered.

**Section 5.04. Risk of Loss.** Seller shall bear the risk of casualty loss or damage to any of the Purchased Assets prior to the Effective Time, and Buyer shall bear such risk on and after the Effective Time. In the event of any casualty loss or damage to the Purchased Assets between the date of this Agreement and the Effective Time, Seller shall use commercially reasonable efforts to repair or replace (as appropriate under the circumstances) any lost or damaged Purchased Asset (the "**Damaged Asset**") unless such Damaged Asset was obsolete and unnecessary for the continued operation of the Stations consistent with Seller's or, as applicable, an Option Party's past practice and the FCC Licenses. If Seller is unable to repair or replace a Damaged Asset by the Effective Time, Seller shall reimburse Buyer for all reasonable out-of-pocket costs incurred by Buyer in repairing or replacing the Damaged Assets or assign to Buyer the applicable portion of any insurance proceeds not previously expended by Seller or an Option

Party, as applicable, to repair or replace the damaged or destroyed property after the Effective Time. The Disclosure Schedules shall be deemed modified to reflect any Damaged Asset for which Seller makes a payment or which is replaced by Seller or an Option Party, as applicable, pursuant to this *Section 5.04*.

**Section 5.05. No Negotiation.** Until such time as this Agreement shall be terminated pursuant to *Section 11.01*, Seller, the Option Parties and their respective directors, officers, investment bankers and agents shall cease any discussions or negotiations with, and shall not, directly or indirectly, solicit, initiate, encourage or entertain any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to or consider the merits of any inquiries or proposals from any Person (other than Buyer) relating to any business combination transaction involving the Purchased Assets or the Stations (other than in the ordinary course of business or as provided by this Agreement); *provided, however*, that this *Section 5.05* will cease to apply in the event that (a) Seller determines in good faith that the FCC Consent is not likely to be granted or (b) Seller determines in good faith that any other condition to the Closing in *Article X* is not likely to be satisfied (other than as a result of Seller's breach). Seller shall notify Buyer of any such inquiry or proposal within twenty-four (24) hours of receipt or awareness of the same by Seller. For the avoidance of doubt, Buyer acknowledges that this *Section 5.05* does not apply to any potential transaction involving Seller, the Option Parties, their respective Subsidiaries or their assets on a pro forma basis after giving effect to the consummation of the transactions contemplated by this Agreement.

**Section 5.06. No-Hire.** During the period beginning on the date hereof and ending on the first (1st) anniversary of the Closing Date, each Seller will not, and each Seller will cause each applicable Option Party, their respective subsidiaries and any successor entity formed by Seller, any Option Party, James Yager and/or Chris Cornelius to acquire, own and operate television stations (collectively with Seller, the "***Seller Prohibited Entities***") not to, directly or indirectly, solicit to employ or hire any Employee of Seller or any Option Party who is contemplated to be or is a Transferred Employee, unless Buyer first terminates the employment of such employee, such employee voluntarily terminates without inducement by any Seller Prohibited Entity or Buyer gives its written consent to such employment or offer of employment; *provided, however*, that such entities shall be permitted to make a general solicitation for employment not targeted to any Employee of Seller or any Option Party who is contemplated to be or is a Transferred Employee and shall not be prohibited from employing any such employee pursuant to such a general solicitation. The time period referred to in this *Section 5.06* shall be tolled on a day-for-day basis for each day during which any Seller Prohibited Entity participates in any activity in violation of this *Section 5.06* so that the Seller Prohibited Entities shall be restricted from engaging in the conduct referred to in this *Section 5.06* of this Agreement for the full period contemplated hereby.

**Section 5.07. Financial Statements.**

(a) Seller has delivered to Buyer audited financial statements, prepared in accordance with U.S. GAAP, for the years ended December 31, 2008, 2009, 2010 and 2011.

(b) Seller shall deliver to Buyer on or before April 1, 2013, audited financial statements, prepared in accordance with U.S. GAAP, for the year ended December 31, 2012.

(c) Buyer and Seller will reasonably cooperate with each other in connection with the preparation of the financial statements required pursuant to this *Section 5.07* and Seller further agrees that it will reasonably cooperate with Buyer, including by providing Buyer reasonable access to applicable books and records of Seller, to reasonably enable Buyer to prepare financial statements for (i) the stub period from the day following the end of the most recent full calendar quarter prior to the Closing Date to the Closing Date and (ii) any 2013 calendar quarter that has ended prior to the Closing Date.

**Section 5.08. *Non-duplication Letters.*** To the extent not already in Seller's possession, Seller shall obtain and deliver to Buyer at Closing non-duplication letters from each MVPD with more than 5,000 subscribers in each of the Markets and proof of receipt by each such MVPD.

## **ARTICLE VI COVENANTS OF BUYER**

**Section 6.01. *Access to Information.*** As soon as practicable after the Closing Date, upon reasonable notice, Buyer will afford promptly to Seller and its agents reasonable access to its properties, books, records, employees and auditors to the extent necessary to permit Seller to determine any matter relating to its rights and obligations (or those of its Affiliates) hereunder or to any period ending on or before the Closing Date; *provided, however*, that Seller will hold, and will cause its agents to hold, in confidence, all confidential or proprietary information to which it has had access to pursuant to this *Section 6.01*; *provided further, however*, that such access shall not unreasonably interfere with Buyer's business or operations.

**Section 6.02. *Accounts Receivable.***

(a) Seller shall deliver to Buyer, promptly after the commencement of the Collection Period, a statement of the Accounts Receivable. Buyer shall use commercially reasonable efforts to collect the Accounts Receivable during the period (the "***Collection Period***") beginning on the Closing Date and ending on the 150th day thereafter, in the ordinary course of business; *provided, however*, that Buyer shall be under no obligation to commence or not to commence litigation or legal action to effect collection. Any payment received by Buyer during the Collection Period from a customer of the Stations that was or is also a customer of Seller or an Option Party, as applicable, and that is obligated with respect to any Accounts Receivable shall be deposited by Buyer in the Seller Account on the date of receipt thereof (each such payment, a "***Specified Payment***" and, collectively, the "***Specified Payments***"). Any payments that are made directly to Seller or an Option Party, as applicable, during the Collection Period relating to the Accounts Receivable shall be retained by Seller. Buyer and its Affiliates shall not discount, adjust or otherwise compromise any Accounts Receivable and Buyer shall promptly refer any disputed Accounts Receivable to Seller.

(b) Each Specified Payment received by Seller or an Option Party, as applicable, pursuant to *Section 6.02(a)* that is not specifically designated in writing as a payment of a particular invoice or invoices shall be presumptively applied by Seller to the Accounts Receivable for such customer outstanding for the longest amount of time, and the portion of each such Specified Payment, if any, that is attributable to accounts receivable that are not Accounts Receivable (each such portion, a "***Remitted Payment***" and, collectively, the "***Remitted***

*Payments*”), shall be remitted by Seller to Buyer in accordance with *Section 6.02(c)*; *provided, however*, that if, after the Closing Date, Seller or Buyer received or receives a written notice of dispute from a customer with respect to an Accounts Receivable that has not been resolved, then Seller shall apply any payments from such customer to such customer’s oldest, non-disputed accounts receivable, whether or not an Accounts Receivable.

(c) Seller shall deposit all Remitted Payments (without offset) into an account identified by Buyer in immediately available funds by wire transfer on or before the fifth (5th) Business Day following the receipt by Seller thereof pursuant to *Section 6.02(b)*. Seller shall furnish Buyer with a list of the amounts collected during such calendar month and in any prior calendar months with respect to the Accounts Receivable and a schedule of the amount remaining outstanding under each particular account. Each of Seller and Buyer shall be entitled during the sixty (60)-day period following the Collection Period to inspect and/or audit the records maintained by each other pursuant to this *Section 6.02*, upon reasonable advance notice and during normal business hours.

(d) Following the expiration of the Collection Period, neither Buyer nor Seller shall have any further obligations under this *Section 6.02*, except that Buyer shall immediately pay over to Seller any amounts subsequently paid to it with respect to any Accounts Receivable. Following the Collection Period, Seller may pursue collections of all the Accounts Receivable, and Buyer shall deliver to Seller all files, records, notes and any other materials relating to the Accounts Receivable and shall otherwise cooperate with Seller for the purpose of collecting any outstanding Accounts Receivable.

(e) Buyer acknowledges that Seller may maintain all established cash management lockbox arrangements in place at the Effective Time for remittance until such time as Seller deems appropriate to close such lockboxes. Buyer agrees to update the Accounts Receivable aging reports to reflect all Seller lockbox receipts, and Seller agrees to cooperate with Buyer to keep the Accounts Receivable age reports current. In addition, Seller shall, on or before the fifth (5th) Business Day following the end of the calendar month in which any of Buyer’s receivables are received by Seller through its lockbox, remit to Buyer such receivable collections.

(f) If Seller or Buyer fails to timely remit any amounts collected pursuant to this *Section 6.02*, such amount shall bear simple interest at the prime rate (as reported by *The Wall Street Journal* or, if not reported thereby, by another authoritative source) as in effect from time to time from the date any such amount was due until the date of actual payment.

(g) All amounts received by Seller (other than amounts representing Remitted Payments) pursuant to this *Section 6.02* shall not be required to be refunded or repaid by Seller for any circumstance.

**Section 6.03. *Termination of Rights to the Names and Marks.*** As soon as practicable after the Closing Date (and in any event within ninety (90) days thereafter), Buyer shall and shall cause each of its Affiliates to (a) cease and discontinue all uses of and (b) delete or remove the names and marks set forth on *Disclosure Schedule Section 6.03* from all products, signage, vehicles, properties, technical information and promotional materials. Buyer, for itself and its

Affiliates, agrees that the rights of the Business to the names and marks set forth on *Disclosure Schedule Section 6.03* pursuant to the terms of any agreements between Seller and its Affiliates, on the one hand, and the Stations, on the other, shall terminate on the Closing Date.

**Section 6.04. Insurance Policies.** All of the insurance policies with respect to the Stations and the Business shall be cancelled by Seller as of the Closing Date, and any refunded premiums shall be retained by Seller. Buyer will be solely responsible for acquiring and placing its casualty insurance, business interruption insurance, liability insurance and other insurance policies for the Stations and the Business, including the Purchased Assets and Assumed Liabilities, for periods after the Closing.

## **ARTICLE VII COVENANTS OF BUYER AND SELLER**

### **Section 7.01. Governmental Consents.**

(a) Within fifteen (15) days of the date of this Agreement, Buyer and Seller (and, pursuant to the Option Exercise Agreements, the Option Parties) shall jointly file an application or applications with the FCC (collectively, the “**FCC Application**”) requesting the FCC Consent. Buyer, Buyer’s Qualified Assignee and Seller (and, pursuant to the Option Exercise Agreement, the Option Parties) shall diligently prosecute the FCC Application and otherwise use their reasonable best efforts (including by taking the “Resolution Measures” set forth on *Disclosure Schedule Section 7.01(a)*) to obtain the FCC Consent as soon as possible; *provided, however*, except as provided in the following sentence, neither Buyer, Buyer’s Qualified Assignee nor Seller or an Option Party, as applicable, shall be required to pay consideration to any third party to obtain FCC Consent. Buyer and Seller shall each pay one-half (1/2) of the FCC filing fees relating to the transactions contemplated hereby, irrespective of whether the transactions contemplated by this Agreement are consummated. Buyer, Buyer’s Qualified Assignee, Seller and an Option Party, as applicable, each shall oppose any petitions to deny or other objections filed with respect to the FCC Applications to the extent such petition or objection relates to such party. Subject to the performance by Buyer of the “Resolution Measures” set forth on *Disclosure Schedule Section 7.01(a)*, neither Buyer, Buyer’s Qualified Assignee, Seller nor any Option Party shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the receipt of the FCC Consent. Seller and, pursuant to the Option Exercise Agreements, the Option Parties shall each promptly enter into customary assignment, escrow or other arrangements, as may be requested by the FCC to resolve any complaints with the FCC relating to any of the FCC Licenses, and; *provided*, that, in the event that the FCC advises Seller or any Option Party that the grant of FCC Consent would be expedited in any material respect by Buyer’s or Buyer’s Qualified Assignee’s acceptance of liability as part or in lieu of such assignment, escrow or other arrangements, then, at Seller’s election and subject to the indemnification obligation set forth in *Section 12.03(a)(iii)*, Buyer agrees to accept liability in connection with any enforcement action by the FCC with respect to such complaints if so advised by the FCC as part of such tolling or other arrangements. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under *Section 11.01*, Buyer and Seller (and, pursuant to the Option Exercise Agreements, the Option Parties) shall jointly request

an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the right of either party to exercise its rights under *Section 11.01*.

(b) With respect to the Option Stations and any Barrington Station that may not be acquired by Buyer under applicable Law, including those Barrington Stations set forth on *Schedule 7.01(c)* (any such Barrington Stations being referred to herein as the “**Designated Stations**”), Buyer shall assign to a Qualified Assignee, prior to the filing of the FCC Application and otherwise in accordance with *Section 13.06*, Buyer’s rights hereunder to purchase the Option Assets with respect to the Option Stations and the Designated Station Assets with respect to the Designated Stations, in each case in such a manner, consistent with its general obligations pursuant to *Section 7.01(a)*, intended to not delay the consummation of the transactions contemplated hereby.

(c) Within fifteen (15) days after the date of this Agreement, Buyer and Seller shall make all required filings with the Federal Trade Commission (the “**FTC**”) and the United States Department of Justice (the “**DOJ**”) pursuant to the HSR Act, with respect to the transactions contemplated hereby (including a request for early termination of the waiting period thereunder), and shall thereafter promptly respond to all requests received from such agencies for additional information or documentation and otherwise use their reasonable best efforts (including by taking the “**Resolution Measures**” set forth on *Disclosure Schedule Section 7.01(a)*) to obtain the HSR Clearance as soon as possible. Expiration or termination of any applicable waiting period under the HSR Act is referred to herein as the “**HSR Clearance**.” Any filing fees payable under the HSR Act relating to the transactions contemplated hereby and any costs of experts jointly engaged by Buyer and Seller to assist in obtaining the HSR Clearance shall be borne one-half (1/2) by each the Buyer and Seller.

(d) The FCC Licenses of the Stations expire on the dates corresponding thereto as set forth in *Disclosure Schedule Section 3.12(a)(1)*. If, at any point prior to Closing, an application for the renewal of any FCC License (a “**Renewal Application**”) must be filed pursuant to the Communications Laws, Seller shall timely execute, file and prosecute with the FCC such Renewal Application in accordance with this *Section 7.01(d)* hereof. If the FCC Application is granted by the FCC subject to a renewal condition, then, without limitation of *Section 7.01(a)*, (b) or (e) the term “FCC Consent” shall be deemed to also include the satisfaction of such renewal condition. In order to avoid disruption or delay in the processing of the FCC Application, Buyer agrees, as a part of the FCC Application, to request that the FCC apply its policy permitting the assignment of the FCC Licenses in transactions involving multiple stations to proceed, notwithstanding the pendency of one or more Renewal Applications and to assume the corresponding regulatory risks relating to any such Renewal Application; *provided, however*, that nothing set forth in this *Section 7.01(d)* shall be deemed to amend or modify the provision of *Section 2.04* relating to the Excluded Liabilities or *Section 12.03(a)(iii)* relating to indemnification; and *provided, further*, that Seller will agree that, in connection with any Renewal Application pending as of Closing, Seller and the Option Parties shall extend the term of any assignment and escrow agreement entered into by Seller or any Option Party pursuant to *Section 7.01(a)* for a period of time up to the date on which the FCC acts upon such Renewal Applications. In addition, and exclusive of any agreements that Seller, Buyer and the Option Parties enter into pursuant to *Section 7.01(a)* hereof, Buyer acknowledges that, to the extent reasonably necessary to expedite grant by the FCC of any Renewal Application in order to

facilitate grant of the FCC Application, Seller and, as applicable, the Option Parties shall be permitted to enter into tolling agreements with the FCC to extend the statute of limitations for the FCC to determine or impose a forfeiture penalty against a Station in connection with (i) any pending complaints that such Station aired programming that contained obscene, indecent or profane material, or (ii) any other enforcement matters against a Station with respect to which the FCC may permit Seller or the Option Parties, as applicable, to enter into a tolling agreement; *provided*, that Buyer shall only agree to accept liability in connection with any such complaint or enforcement action by the FCC, if so requested by the FCC as part of such tolling or other arrangements, subject to the indemnification obligation set forth in *Section 12.03(a)(iii)*. Buyer and Seller shall consult in good faith with each other prior to Seller or any Option Party, as applicable, entering into any such tolling agreement under this *Section 7.01(d)*.

(e) In connection with their obligations pursuant to this *Section 7.01* with respect to pursuing the FCC Consent and the HSR Clearance, Buyer and Seller shall (i) keep each other informed in all material respects and on a reasonably timely basis of any material communication received by such party from, or given by such party to, any governmental agency and of any material communication received or given in connection with any Action by a private party, in each case with respect to this Agreement, the Stations or the transactions contemplated hereby, (ii) notify each other of all documents filed with or received from any governmental agency with respect to this Agreement, the Stations or the transactions contemplated hereby, (iii) furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder and (iv) cooperate in all respects with each other in connection with any filing or submission with a governmental agency in connection with the transactions contemplated by this Agreement and in connection with any investigation or other inquiry by or before any governmental agency relating to this Agreement, the Stations or the transactions contemplated hereby, including any Action initiated by a private party. Subject to applicable laws relating to the exchange of information, each of Buyer and Seller shall have the right to review in advance, and to the extent practicable each will consult with the other on, all information relating to the other party or parties, as the case may be, and their respective Affiliates, that appears in any filing made with, or written materials submitted to, any third party and/or any governmental agency with respect to this Agreement, the Stations or the transactions contemplated hereby.

**Section 7.02. Confidentiality.** Seller and Buyer (or an Affiliate of Buyer) are parties to the Confidentiality Agreement with respect to Seller and its stations. To the extent not already a direct party thereto, Buyer hereby assumes the Confidentiality Agreement and agrees to be bound by the provisions thereof. Without limiting the terms of the Confidentiality Agreement, subject to the requirements of applicable law, all non-public information regarding Seller, the Option Parties and their Affiliates and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including all financial information provided by Seller and the Option Parties, as applicable, to Buyer) shall be confidential and shall not be disclosed to any other Person, except Buyer's representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement.

**Section 7.03. [intentionally omitted]**

**Section 7.04. *Control Prior to Closing.*** The parties acknowledge and agree that, for the purposes of the Communications Laws, this Agreement and, without limitation, the covenants in *Article V*, are not intended to and shall not be construed to transfer control of any Station or to give Buyer any right to, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct, the programming, operations, or any other matter relating to any Station prior to the Closing Date, and the FCC Licensees shall have complete control and supervision of the programming, operations, policies and all other matters relating to each Station up to the time of the Closing.

**Section 7.05. *Public Announcements.*** Prior to Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law or any rule or regulation of any securities exchange upon which the securities of such party are listed or traded, in which case such party shall give advance notice to the other, and except that the parties shall cooperate to make a mutually agreeable announcement.

**Section 7.06. *Notices of Certain Events.*** From the date hereof until the earlier to occur of the Closing Date and such time as this Agreement is terminated in accordance with *Article XI*, Seller, on the one hand, and Buyer, on the other hand, shall each promptly notify the other of:

(a) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(b) in the case of Seller, (i) the occurrence or non-occurrence of any event which, to the Knowledge of Seller, has caused any representation or warranty made by it herein to be untrue or inaccurate in any material respect at any time on or after the date hereof and prior to the Closing and (ii) any material failure on the part of Seller to comply with or satisfy any covenant, condition or agreement set forth herein to be complied with or satisfied by Seller hereunder on or after the date hereof and prior to the Closing; and

(c) in the case of Buyer, (i) the occurrence or non-occurrence of any event which, to its knowledge, has caused any representation or warranty made by it herein to be untrue or inaccurate, in any material respect, at any time on or after the date hereof and prior to the Closing and (ii) any material failure on the part of Buyer to comply with or satisfy any covenant, condition or agreement set forth herein to be complied with or satisfied by Buyer hereunder on or after the date hereof and prior to the Closing.

**Section 7.07. *Retention of Records; Post-Closing Access to Records.***

(a) Notwithstanding anything to the contrary contained in this Agreement, Seller and its Affiliates may retain and use, at their own expense, copies of all documents or materials transferred hereunder, in each case, which (i) are used in connection with the businesses of Seller or its Affiliates, other than the Business, (ii) Seller or any of its Affiliates in good faith determines it is reasonably likely to need access to in connection with the defense (or any counterclaim, cross-claim or similar claim in connection therewith) of any suit, claim,



action, proceeding or investigation against or by Seller or any of its Affiliates pending or threatened as of the Closing Date or (iii) Seller or any of its Affiliates in good faith determines it is reasonably likely to need access to in connection with any filing, report, or investigation to or by any Governmental Authority.

(b) Notwithstanding anything to the contrary contained in this Agreement, for a period of three (3) years after the Closing Date, Seller and its Subsidiaries shall maintain, and provide Buyer and its representatives reasonable access to, those records of Seller and its Subsidiaries insofar as they relate to the Purchased Assets that relate to periods prior to the consummation of the Closing, during normal business hours and on at least ten (10) Business Days' prior written notice (or such shorter time period as necessitated by the urgency of the underlying facts and circumstances). If Seller or any of its Subsidiaries shall desire to dispose of any of such books and records prior to the expiration of such three (3)-year period in accordance with the record retention policies of Seller then in effect, Seller shall, prior to such disposal, give Buyer a reasonable opportunity, at Buyer's expense, to segregate and remove such books and records as Buyer may select, subject to destruction of correspondence and other similar documents in the ordinary course, in accordance with customary retention policies and applicable Law.

**Section 7.08. Cooperation in Litigation.** Buyer and Seller shall (and shall cause their respective Subsidiaries to) reasonably cooperate with each other at the requesting party's expense in the prosecution or defense of any claim, litigation or other proceeding arising from or related to the conduct of the Business and involving one or more third parties. The party requesting such cooperation shall pay the reasonable out-of-pocket expenses (excluding internal costs) incurred in providing such cooperation (including reasonable legal fees and disbursements) by the party providing such cooperation and by its Affiliates and its and their officers, directors, employees and agents.

## **ARTICLE VIII PENSION, EMPLOYEE AND UNION MATTERS**

### **Section 8.01. Employment.**

(a) On or prior to the Closing Date, Buyer shall offer employment to each Employee employed immediately prior to such date who is listed on the list included as *Disclosure Schedule Section 3.14(a)* or who is hired after the date of such list with the prior written consent of Buyer (such consent not to be unreasonably withheld, conditioned or delayed) and who (i) is not on authorized leave of absence, sick leave, short or long term disability leave, military leave or layoff with recall rights ("**Active Employees**"); or (ii) is on authorized leave of absence, sick leave, short or long term disability leave, military leave or layoff with recall rights and who returns to active employment immediately following such absence and within six months of the Closing Date, or such later date as required under applicable law ("**Inactive Employees**"). For the purposes hereof, all Active Employees and Inactive Employees who accept Buyer's offer of employment and commence employment on the applicable Employment Commencement Date are hereinafter referred to collectively as the "**Transferred Employees**," and the "**Employment Commencement Date**" as referred to herein shall mean (x) as to those Transferred Employees who are Active Employees hired pursuant to this *Section 8.01*, the

Closing Date, and (z) those Transferred Employees who are Inactive Employees, the date on which the Transferred Employee begins employment with Buyer. Buyer shall employ at-will those Transferred Employees who are not Union Employees (the “**Non-Union Transferred Employees**”) and who do not have employment agreements with Seller initially at a monetary compensation (consisting of base salary, commission rate and normal bonus opportunity) at least as favorable as those provided by Seller immediately prior to the Employment Commencement Date. The initial terms and conditions of employment for those Non-Union Transferred Employees who have employment agreements with Seller shall be as set forth in such employment agreements. Buyer agrees so long as such Non-Union Transferred Employees remain employed by Buyer, Buyer shall provide each Non-Union Transferred Employee with compensation that, in the aggregate, is no less favorable than the compensation provided to the Non-Union Transferred Employees immediately prior to the Effective Time and employee benefits that are no less favorable to the employee benefits provided to similarly situated employees of Buyer; *provided, however*, that sales commissions and bonuses based on performance may be less to the extent of changes in performance by such Non-Union Transferred Employee, to the extent such sales commissions and bonuses are based thereon; *provided, further*, that, except as set forth in *Section 8.05*, Buyer shall not be obligated to provide Non-Union Transferred Employees credit for past time with respect to sick leave. Buyer agrees that Buyer shall provide severance benefits to the Non-Union Transferred Employees on terms that are at least as favorable as those provided to similarly situated employees of Buyer. Buyer shall employ those Transferred Employees that are Union Employees in accordance with the terms and conditions established in the applicable Bargaining Agreement and under applicable Law. To the extent permitted by Law and notwithstanding anything herein to the contrary, Buyer shall give Transferred Employees full credit for purposes of eligibility waiting periods and vesting and benefit accrual (other than benefit accrual under a defined benefit pension plan) under the employee benefit plans or arrangements or severance practices maintained by the Buyer or its Affiliates in which such Transferred Employees participate for such Transferred Employees’ service with the Seller or its Affiliates or predecessors.

(b) If and to the extent any Seller has entered into or is bound by any Bargaining Agreements, Buyer and Seller shall cooperate fully in the assignment and assumption of such Bargaining Agreements and in any negotiations with respect thereto such that, as of the Closing Date, Buyer shall have (whether through such an assumption, negotiations or otherwise) the same rights and obligations with respect to the Union Employees who are Transferred Employees as Seller had immediately before such date.

**Section 8.02. Savings Plan.** Buyer shall cause a tax-qualified defined contribution plan established or designated by Buyer (a “**Buyer’s 401(k) Plan**”) to accept rollover contributions from the Transferred Employees of any account balances distributed to them by the existing tax-qualified defined contribution plan established or designated by Seller (“**Seller’s 401(k) Plan**”). Buyer shall allow any such Transferred Employees’ outstanding plan loan to be rolled into Buyer’s 401(k) Plan. The distribution and rollover described herein shall comply with applicable Law, and each party shall make all filings and take any actions required of such party by applicable Law in connection therewith. Buyer’s 401(k) Plan shall credit Transferred Employees with service credit for eligibility and vesting purposes for service recognized for the equivalent purposes under Seller’s 401(k) Plan.

**Section 8.03. Employee Welfare Plans.** Seller shall retain responsibility for and continue to pay all medical, life insurance, disability and other welfare plan expenses and benefits for each Transferred Employee with respect to claims incurred under the terms of the Employee Plans by such Employees or their covered dependents prior to the Employment Commencement Date. Expenses and benefits with respect to claims incurred by Transferred Employees or their covered dependents on or after the Employment Commencement Date shall be the responsibility of Buyer, subject to the terms and conditions of Buyer's welfare plans. With respect to any welfare benefit plans maintained by Buyer for the benefit of Transferred Employees on and after the Employment Commencement Date, to the extent permitted by law, Buyer shall (a) cause there to be waived any eligibility requirements or pre-existing condition limitations to the same extent generally waived by Buyer with respect to its employees and (b) give effect, in determining any deductible and maximum out-of-pocket limitations, amounts paid by such Transferred Employees for the plan year in which the Closing occurs with respect to similar plans maintained by Seller.

**Section 8.04. Vacation.** To the extent Buyer has received a credit in the prorations, Buyer will assume all liabilities for unpaid, accrued vacation of each Transferred Employee as of the Employment Commencement Date, giving credit under Buyer's vacation policy for service with Seller, and shall permit Transferred Employees to use their vacation entitlement accrued as of the Closing Date in accordance with Buyer's policy for carrying over unused vacation. To the extent that, following the Closing Date, Buyer's policies do not permit a Transferred Employee to use any accrued and unused vacation for which Buyer has assumed the liabilities hereunder (other than as a result of such Transferred Employee's failure to use such vacation despite his or her eligibility to do so, without adverse consequences, under Buyer's policies), Buyer will pay such Transferred Employee for any such vacation. Service with both Seller and Buyer shall be taken into account in determining Transferred Employees' vacation entitlement under Buyer's vacation policy after the Closing Date.

**Section 8.05. Sick Leave.** To the extent Buyer has received a credit in the prorations, Buyer shall grant credit for all unused sick leave accrued by Transferred Employees who are Union Employees. Transferred Employees who are not Union Employees will be granted a pro rata portion of unused sick leave days based upon their service during the current calendar year as employees of Seller.

**Section 8.06. No Further Rights.** Without limiting the generality of *Section 13.08*, nothing in this *Article VIII*, express or implied, is intended to confer on any Person (including any Transferred Employees and any current or former employees of Seller or the FCC Licensees) other than the parties hereto and their respective successors and assigns any rights, benefits, remedies, obligations or liabilities under or by reason of this *Article VIII*.

**Section 8.07. Flexible Spending Plan.** As of the Closing Date (the "*Transfer Date*"), Seller shall transfer from the Employee Plans that are medical and dependent care account plans (each, a "*Seller FSA Plan*") to one or more medical and dependent care account plans established or designated by Buyer (collectively, the "*Buyer FSA Plan*") the account balances (positive or negative) of Transferred Employees, and Buyer shall be responsible for the obligations of the Seller FSA Plans to provide benefits to the Transferred Employees with respect to such transferred account balances at or after the Transfer Date (whether or not such

claims are incurred prior to, on or after the Transfer Date). Each Transferred Employee shall be permitted to continue to have payroll deductions made as most recently elected by him or her under the applicable Seller FSA Plan. As soon as reasonably practicable following the end of the plan year for the Buyer FSA Plan, including any grace period, Buyer shall promptly reimburse Seller for benefits paid by the Seller FSA Plans to any Transferred Employee prior to the Transfer Date to the extent in excess of the payroll deductions made in respect of such Transferred Employee at or prior to the Transfer Date but only to the extent that such Transferred Employee continues to contribute to the Buyer FSA Plan the amount of such deficiency. This *Section 8.07* shall be interpreted and administered in a manner consistent with Rev. Rul. 2002-32.

#### **Section 8.08. *Payroll Matters.***

(a) Seller and Buyer shall follow the “***standard procedures***” for preparing and filing Internal Revenue Service Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53 for Transferred Employees. Under this procedure, (i) Seller shall provide all required Forms W-2 to (x) all Transferred Employees reflecting wages paid and taxes withheld by Seller prior to the Employment Commencement Date, and (y) all other employees and former employees of Seller who are not Transferred Employees reflecting all wages paid and taxes withheld by Seller, and (ii) Buyer (or one of its Affiliates) shall provide all required Forms W-2 to all Transferred Employees reflecting all wages paid and taxes withheld by Buyer (or one of its Affiliates) on and after the Employment Commencement Date.

(b) Seller and Buyer shall adopt the “***alternative procedure***” of Revenue Procedure 2004-53 for purposes of filing Internal Revenue Service Forms W-4 (Employee’s Withholding Allowance Certificate) and W-5 (Earned Income Credit Advance Payment Certificate). Under this procedure, Seller shall provide to Buyer all Internal Revenue Service Forms W-4 and W-5 on file with respect to each Transferred Employee and any written notices received from the Internal Revenue Service under Reg. § 31.3402(f)(2)-1(g)(5) of the Code, and Buyer will honor these forms until such time, if any, that such Transferred Employee submits a revised form.

(c) With respect to garnishments, tax levies, child support orders, and wage assignments in effect with Seller on the Employment Commencement Date for Transferred Employees and with respect to which Seller has notified Buyer in writing, Buyer shall honor such payroll deduction authorizations with respect to Transferred Employees and will continue to make payroll deductions and payments to the authorized payee, as specified by a court or order which was filed with Seller on or before the Employment Commencement Date, to the extent such payroll deductions and payments are in compliance with applicable Law, and Seller will continue to make such payroll deductions and payments to authorized payees as required by Law with respect to all other employees of the Business who are not Transferred Employees. Seller shall, as soon as practicable after the Employment Commencement Date, provide Buyer with such information in the possession of Seller as may be reasonably requested by Buyer and necessary for Buyer to make the payroll deductions and payments to the authorized payee as required by this *Section 8.08(c)*.

**Section 8.09. WARN Act.** Buyer shall not take any action on or after the Closing Date that would cause any termination of employment of any employees by Seller that occurs before the Closing to constitute a “*plant closing*” or “*mass layoff*” under the Worker Adjustment and Retraining Act of 1988, as amended (the “*WARN Act*”) or any similar state or local Law, or to create any liability to Seller for any employment terminations under applicable Law. Assumed Liabilities assumed by Buyer pursuant to *Section 2.03* shall include all liabilities with respect to any amounts (including any severance, fines or penalties) payable under or pursuant to the WARN Act or any similar state or local Law with respect to any Employees who do not become Transferred Employees as a result of Buyer’s failure to extend offers of employment or continued employment as required by *Section 8.01* or in connection with events that occur from and after the Closing, and Buyer shall reimburse Seller for any such amounts or any liabilities thereof incurred by Seller.

## **ARTICLE IX TAX MATTERS**

**Section 9.01. Bulk Sales.** Seller and Buyer hereby waive compliance with the provisions of any applicable bulk sales law and no representations, warranty or covenant contained in this Agreement shall be deemed to have been breached as a result of such noncompliance; *provided, however*, that, subject to *Section 9.02*, Seller shall be liable for its portion of any Transfer Taxes arising from such non-compliance solely in accordance with Buyer’s right to indemnification in accordance with *Article XII* and subject to *Section 9.02*.

**Section 9.02. Transfer Taxes.** All Transfer Taxes arising out of or in connection with the transactions effected pursuant to this Agreement shall be shared equally by Seller and Buyer. The party which has the primary responsibility under applicable Law for the payment of any particular Transfer Tax, shall prepare the relevant Tax Return and notify the other party in writing of the Transfer Taxes shown on such Tax Return. Such other party shall pay the party that paid the Transfer Tax an amount equal to fifty percent (50%) of such Transfer Taxes in immediately available funds no later than the date that is the later of (i) five (5) Business Days after the date of such notice or (ii) two (2) Business Days prior to the due date for such Transfer Taxes. Seller and Buyer shall cooperate in the preparation, execution and filing of all Transfer Tax Returns and shall cooperate to seek and to secure any available exemptions from such Transfer Taxes.

**Section 9.03. FIRPTA Certificate.** Seller shall deliver to Buyer on the Closing Date, duly completed and executed certificates of non-foreign status pursuant to section 1.1445-2(b)(2) of the Treasury regulations sufficient to exempt Buyer from the requirements of Code Section 1445(a). The sole remedy, including for purposes of *Section 10.03* and *Article XI* or *Article XII* for failure to provide any such certificate shall be to permit Buyer to make any withholding as are required pursuant to Section 1445 of the Code.

**Section 9.04. Taxpayer Identification Numbers.** The taxpayer identification numbers of Buyer and Seller are set forth on *Disclosure Schedule Section 9.04*.

**Section 9.05. Taxes and Tax Returns.** Subject to *Section 2.09*, Seller shall be liable for payment of and shall prepare and properly file on a timely basis true, complete and accurate

Tax Returns and other documentation, for any and all Income Taxes incurred with respect to the Purchased Assets and the Business for any Pre-Closing Tax Period. Subject to *Section 2.09*, Buyer shall be liable for and payment of and shall prepare and properly file on a timely basis true, complete and accurate Tax Returns and other documentation for any and all Taxes incurred with respect to the Purchased Assets and the Business for any Post Closing Tax Period.

**Section 9.06. *Purchase Price Allocation.*** All amounts constituting consideration within the meaning of and for the purposes of Section 1060 of the Code shall be allocated among the Purchased Assets and any other rights acquired by Buyer hereunder, as applicable, in the manner required by Section 1060 of the Code. Within sixty (60) days following the Closing Date, Buyer shall deliver to Seller a proposed allocation prepared in accordance with the foregoing, which allocation shall be based on the results of an appraisal of the Purchased Assets conducted, at Buyer's sole expense, by BIA/Kelsey and the matters set forth on *Schedule 9.06*. Thereafter, to the extent that Seller disagrees with Buyer's proposed allocation, Buyer and Seller shall negotiate in good faith regarding the allocation of the Purchase Price in accordance with the requirements of Section 1060 of the Code and the Treasury Regulations promulgated thereunder. If the parties reach agreement with respect to such allocation, then each party agrees to complete and timely file IRS Form 8594 (or any successor form), to file all income Tax Returns in accordance with such allocation, and to take no action inconsistent with such allocation. If the parties are unable to reach agreement with respect to such allocation, then the parties shall have no further obligation under this *Section 9.06* and each party shall make its own determination of such allocation.

## **ARTICLE X CONDITIONS TO CLOSING**

**Section 10.01. *Conditions to Obligations of Buyer and Seller.*** The obligations of Buyer and Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

- (a) The HSR Clearance shall have been obtained.
- (b) No provision of any applicable Law and no Governmental Order shall prohibit the consummation of the Closing.
- (c) The FCC Consent shall have been granted and shall be in full force and effect and shall have become a Final Order, except as set forth in *Section 2.08*.

**Section 10.02. *Conditions to Obligations of Seller.*** The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following further conditions:

- (a) The representations and warranties of Buyer made in this Agreement shall be true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifiers and exceptions relating to materiality

or Material Adverse Effect, as of such earlier date) as of the Closing Date as though made on and as of the Closing Date except, in both cases, (i) for changes expressly contemplated by this Agreement, or (ii) where the failures to be true and correct, individually or in the aggregate, have not had, and would not reasonably be expected to have, a material adverse effect on Buyer or the ability of Buyer to perform its obligations under this Agreement or any Ancillary Agreement. Buyer shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date. Seller shall have received a certificate dated as of the Closing Date from Buyer, executed by an authorized officer of Buyer, to the effect that the conditions set forth in this *Section 10.02(a)* have been satisfied.

(b) Seller shall have received the following documents:

(i) The certificate of incorporation (or equivalent organizational document) for Buyer, certified as of a recent date by the Secretary of State of the applicable jurisdiction of organization;

(ii) a certificate of the Secretary of State as to the good standing as of a recent date of Buyer in such jurisdiction; and

(iii) a certificate of an officer of Buyer, given by such officer on behalf of Buyer and not in such officer's individual capacity, certifying as to the bylaws (or equivalent governing document) of Buyer and as to resolutions of the board of directors (or equivalent governing body) of Buyer authorizing this Agreement and the transactions contemplated hereby and thereby.

(c) Buyer shall have made, or stand ready at Closing to make, the deliveries contemplated in *Section 2.08(a)* and *Section 2.08(c)* and each Ancillary Agreement.

**Section 10.03. *Conditions to Obligations of Buyer.*** The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following further conditions:

(a) The representations and warranties of Seller made in this Agreement shall be true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of such earlier date) as of the Closing Date as though made on and as of the Closing Date, except, in both cases, (i) for changes expressly contemplated or permitted by this Agreement, or (ii) where the failures to be true and correct, individually or in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect. Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date. Buyer shall have received a certificate dated as of the Closing Date from Seller, executed by an authorized officer of Seller, to the effect that the conditions set forth in this *Section 10.03(a)* have been satisfied.

(b) Buyer shall have received the following documents:

(i) The certificate of incorporation (or equivalent organizational document) for each Seller, certified as of a recent date by the Secretary of State of the applicable jurisdiction of organization;

(ii) a certificate of the Secretary of State of each jurisdiction in which any Seller is organized or qualified to do business as to the good standing as of a recent date of such Seller in such jurisdiction;

(iii) a certificate of an officer of each Seller, given by each such officer on behalf of such Seller and not in such officer's individual capacity, certifying as to the operating agreement (or equivalent governing document) of such Seller and as to resolutions of the board of managers (or equivalent governing body) of Sellers authorizing this Agreement and the transactions contemplated hereby and thereby.

(c) Seller shall have obtained (and in the case of an affirmative consent) delivered the consents to assignment listed or described on *Disclosure Schedule Section 10.03(c)*.

(d) Seller shall have delivered to Buyer mortgage discharges and termination statements on Form UCC-3, or other appropriate releases, which when filed will release and satisfy any and all Liens (other than Permitted Liens) relating to the Purchased Assets, together with proper authority to file such termination statements or other releases at and following the Closing.

(e) Seller shall have made, or stand ready at Closing to make, the deliveries contemplated in *Section 2.08(b)* and *Section 2.08(c)* and each Ancillary Agreement.

(f) Buyer shall have received Title Commitments that comply with the requirements set forth in *Section 5.03* with respect to each parcel of Owned Real Property and each parcel of Real Property that is subject to a Real Property Lease, in each case that is listed or described on Disclosure Schedule Section 10.03(f).

## **ARTICLE XI TERMINATION**

**Section 11.01. *Termination.*** This Agreement may be terminated at any time prior to the Closing as follows:

(a) by the mutual written consent of Seller and Buyer;

(b) either by Seller or by Buyer:

(i) if the Closing shall not have occurred on or before the twelve (12) month anniversary of the date of this Agreement (the “***Termination Date***”) so long as the terminating party is not then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement to the extent that would give the other party the right not to close pursuant to *Section 10.02* or *Section 10.03*, as the case may be; or



(ii) if there shall be any Law that prohibits consummation of the transactions contemplated by this Agreement or if a Governmental Authority of competent jurisdiction shall have issued a Governmental Order enjoining or otherwise prohibiting consummation of the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

(c) by Seller:

(i) upon a breach of any representation, warranty, covenant or agreement on the part of Buyer set forth in this Agreement, or if any representation or warranty of Buyer shall have become untrue, in either case such that the condition set forth in *Section 10.02(a)* would not be satisfied, unless such breach or untruth can be cured prior to Closing and, after receipt of notice thereof, Buyer proceeds in good faith to cure such breach or untruth as promptly as practicable; *provided, however*, that Seller shall not have the right to terminate this Agreement pursuant to this *Section 11.01(c)(i)* if Seller is then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement to an extent which would give Buyer the right not to close pursuant to *Article X*;

(ii) if all of the conditions set forth in *Section 10.01* and *Section 10.03* have been satisfied (other than those conditions that by their nature cannot be satisfied other than at the Closing, including the condition set forth in *Section 10.03(d)*) and Buyer fails to consummate the transactions contemplated by this Agreement within the earlier of (i) two (2) Business Days after the date the Closing should have occurred pursuant to *Section 2.08* and (ii) the later of the date the Closing should have occurred pursuant to *Section 2.08* and one (1) Business Day before the Termination Date, and Seller stood ready, willing and able to consummate the transactions contemplated by this Agreement during such period; or

(iii) if Buyer shall have failed to deliver the Escrow Deposit to the Escrow Agent in accordance with the provisions of *Section 2.07* of this Agreement and such failure continues for two (2) Business Days following Buyer's receipt of written notice from Seller of such failure.

(d) by Buyer:

(i) upon a breach of any representation, warranty, covenant or agreement on the part of Seller set forth in this Agreement, or if any representation or warranty of Seller shall have become untrue, in either case such that the condition set forth in *Section 10.03(a)* would not be satisfied, unless such breach or untruth can be cured prior to Closing and, after receipt of notice thereof, Seller proceeds in good faith to cure such breach or untruth as promptly as practicable; *provided, however*, that Buyer shall not have the right to terminate this Agreement pursuant to this *Section 11.01(d)(i)* if Buyer is then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement to an extent which would give Seller the right not to close pursuant to *Article X*; or

(ii) if all of the conditions set forth in *Section 10.01* and *Section 10.02* have been satisfied (other than those conditions that by their nature cannot be satisfied other than at the Closing) and Seller fails to consummate the transactions contemplated by this Agreement within the earlier of (i) two (2) Business Days after the date the Closing should have occurred pursuant to *Section 2.08* and (ii) the later of the date the Closing should have occurred pursuant to *Section 2.08* and one (1) Business Day before the Termination Date, and Buyer stood ready, willing and able to consummate the transactions contemplated by this Agreement during such period.

(e) The party desiring to terminate this Agreement pursuant to this *Section 11.01* (other than pursuant to *Section 11.01(a)*) shall give written notice of such termination to the other party; *provided*, that if Seller shall have given written notice of termination pursuant to *Section 11.01(c)(ii)*, Buyer shall have two (2) Business Days to cure its failure to deliver the Escrow Deposit to the Escrow Agent in accordance with the provisions of *Section 2.07*.

#### **Section 11.02. *Effect of Termination.***

(a) In the event of a valid termination of this Agreement pursuant to *Section 11.01*, this Agreement (other than *Section 7.02*, this *Article XI*, and *Article XIII*, which shall remain in full force and effect) shall forthwith become null and void, and no party hereto (nor any of their respective Affiliates, directors, officers or employees) shall have any liability or further obligation, except as provided in *Section 11.02(b)* and *Section 11.02(c)* below. A termination of this Agreement shall not terminate the Confidentiality Agreement, nor, in each case, affect the parties' rights and obligations thereunder.

(b) If this Agreement is terminated by Seller pursuant to *Section 11.01(c)(i)* or *Section 11.01(c)(ii)*, then Seller shall be entitled to the Escrow Deposit as liquidated damages, and the parties to the Escrow Agreement shall immediately deliver joint written instructions to the Escrow Agent directing such disbursement. If this Agreement is terminated by Seller pursuant to *Section 11.01(c)(iii)*, then Seller shall be entitled to the sum of Twenty Million Dollars (\$20,000,000) (the "**Default Payment**") as liquidated damages, and Buyer shall, within one (1) Business Day of delivery of notice of termination of this Agreement by Seller, pay the Default Payment to Seller by wire transfer of immediately available federal funds pursuant to wire instructions provided by Seller to Buyer. Seller shall, in addition, be entitled to prompt payment on demand from Buyer of the reasonable attorneys' fees actually incurred by Seller in enforcing its rights under this Agreement. The parties understand and agree that the amount of liquidated damages represents Seller's and Buyer's reasonable estimate of actual damages and does not constitute a penalty. Notwithstanding any other provision of this Agreement to the contrary, in the event that Seller terminates this Agreement pursuant to *Section 11.01(c)(i)*, *Section 11.01(c)(ii)* or *Section 11.01(c)(iii)*, the payment of the Escrow Deposit or the Default Payment, as the case may be, together with any attorneys' fees, pursuant to this *Section 11.02(b)*, shall be Seller's sole and exclusive remedy for damages of any nature or kind that Seller may suffer as a result of Buyer's breach or default under this Agreement or Buyer's failure to consummate the transactions contemplated by this Agreement, which would result in Seller's right to terminate this Agreement under *Section 11.01(c)(i)*, *Section 11.01(c)(ii)* or *Section 11.01(c)(iii)*, as the case may be. The parties hereto acknowledge and agree that the

liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

(c) If this Agreement is terminated by Buyer pursuant to *Section 11.01(d)(i)* or *Section 11.01(d)(ii)*, then Seller's liability to Buyer for Losses incurred or suffered by Buyer shall not exceed Twenty Million Dollars (\$20,000,000) in the aggregate.

(d) If this Agreement is terminated under the provisions of this *Article XI* for any reason other than by Seller pursuant to *Section 11.01(c)(i)*, *Section 11.01(c)(ii)* or *Section 11.01(c)(iii)*, then the parties to the Escrow Agreement shall deliver joint written instructions to the Escrow Agent directing the disbursement of the Escrow Deposit to Buyer.

## **ARTICLE XII SURVIVAL; INDEMNIFICATION**

**Section 12.01. *Survival.*** The representations and warranties of the parties hereto contained in or made pursuant to this Agreement or in any certificate or other writing furnished pursuant hereto or in connection herewith shall survive in full force and effect until the first anniversary of the Closing Date. The agreements to indemnify in *Sections 12.02(a)(ii)*, *(iii)*, *(iv)* and *(v)* and in *Sections 12.03(a)(ii)*, *(iii)* and *(iv)* shall survive the Closing. Except as set forth above, none of the covenants and agreements shall survive the Closing except to the extent such covenants and agreements contemplate performance after the Closing, in which case such covenants and agreements shall survive until performed. No claim may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the applicable survival period. In the event such notice is given, the right to indemnification with respect thereto shall survive the applicable survival period until such claim is finally resolved and any obligations thereto are fully satisfied.

### **Section 12.02. *Indemnification by Buyer.***

(a) Subject to *Section 12.01*, Buyer shall indemnify against and hold harmless Seller, its Affiliates and their respective employees, officers, directors, successors and assigns (collectively, the "***Seller Indemnified Parties***") from, and agrees to promptly defend any Seller Indemnified Party from and reimburse any Seller Indemnified Party for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including any Action brought by any Governmental Authority or Person and including reasonable attorneys' fees and expenses reasonably incurred) (collectively, "***Losses***"), which such Seller Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) Buyer's breach of any of its representations or warranties contained in this Agreement (each such breach, a "***Buyer Warranty Breach***");

(ii) any breach or nonfulfillment of any agreement or covenant of Buyer under the terms of this Agreement;

(iii) any Losses which Seller incurs as a result of Buyer's failure to assume the Section 2.02(s) Contracts (other than any Section 2.02(s) Contracts designated with an asterisk on *Disclosure Schedule Section 2.02(s)*); and

(iv) the Assumed Liabilities; or

(v) the ownership, business or operation of the Stations after the Effective Time.

(b) Notwithstanding any other provision to the contrary, Buyer shall not be required to indemnify and hold harmless any Seller Indemnified Party pursuant to *Section 12.02(a)(i)*: (A) unless such Seller Indemnified Party has asserted a claim with respect to such matters within the applicable survival period set forth in *Section 12.01* and (B) until the aggregate amount of Seller Indemnified Parties' Losses resulting from Buyer Warranty Breaches exceeds fifty-two one hundredths of one percent (.52%) of the Purchase Price (the "**Threshold**") and then only to the extent of such Losses in excess of twenty-six one hundredths of one percent (.26%) of the Purchase Price (the "**Deductible**"); *provided, however*, that the cumulative indemnification obligation of Buyer under this *Section 12.02(b)* shall in no event exceed Twenty Million Dollars (\$20,000,000) (the "**Buyer Cap**"), *provided further, however*, that it is expressly acknowledged and agreed that neither the Deductible or the Buyer Cap shall apply in the case of any indemnification under clauses (ii), (iii), (iv) and (v) of *Section 12.02(a)*.

(c) Notwithstanding *Section 12.02(b)* above, on and as of the date that is six (6) months following the Closing Date, the Buyer Cap shall be reduced to an amount equal to (x) Ten Million Dollars (\$10,000,000) *plus* (y) the amount of any claims by the Seller Indemnified Parties for indemnification under this Agreement outstanding and unpaid as of such date, if any, pursuant to the terms and subject to the conditions set forth in this Agreement. On the date that is twelve (12) months following the Closing Date, the Buyer Cap shall be reduced to the amount of any claims by the Seller Indemnified Parties for indemnification under this Agreement outstanding and unpaid as of such date, if any, pursuant to the terms and subject to the conditions set forth in this Agreement.

### **Section 12.03. Indemnification by Seller.**

(a) Subject to *Section 12.01*, Seller, jointly and severally, shall indemnify against and hold harmless Buyer, its Affiliates and their respective employees, officers, directors, successors and assigns (collectively, the "**Buyer Indemnified Parties**") from, and agrees to promptly defend any Buyer Indemnified Party from and reimburse any Buyer Indemnified Party for, any and all Losses which such Buyer Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with

(i) Seller's breach of any of the representations or warranties contained in this Agreement (each such breach, a "**Seller Warranty Breach**");

(ii) any breach or nonfulfillment of any agreement or covenant of Seller under the terms of this Agreement;

(iii) the Excluded Liabilities (including any Losses which Buyer incurs as a result of accepting liability for any enforcement action by the FCC relating to any period prior to the Closing) or, subject to *Section 9.02*, any failure to comply with laws related to bulk sales; and

(iv) the Excluded Assets.

(b) Notwithstanding any other provision to the contrary, Seller shall not be required to indemnify and hold harmless any Buyer Indemnified Party pursuant to *Section 12.03(a)(i)*: (A) unless such Buyer Indemnified Party has asserted a claim with respect to such matters within the applicable survival period set forth in *Section 12.01* and (B) until the aggregate amount of Buyer Indemnified Parties' Losses resulting from Seller Warranty Breaches exceeds the Threshold, and then only to the extent of such Losses in excess of the Deductible; *provided, however*, that the cumulative indemnification obligation of Seller under this *Section 12.03(b)* shall in no event exceed Twenty Million Dollars (\$20,000,000) (the "***Seller Cap***"); *provided further, however*, that neither the Deductible nor the Seller Cap shall apply in the case of any indemnification under clauses (ii), (iii) and (iv) of *Section 12.03(a)*.

(c) Notwithstanding *Section 12.03(b)* above, on and as of the date that is six (6) months following the Closing Date, the Seller Cap shall be reduced to an amount equal to (x) Ten Million Dollars (\$10,000,000) *plus* (y) the amount of any claims by the Buyer Indemnified Parties for indemnification under this Agreement outstanding and unpaid as of such date, if any, pursuant to the terms and subject to the conditions set forth in this Agreement. On the date that is twelve (12) months following the Closing Date, the Seller Cap shall be reduced to the amount of any claims by the Buyer Indemnified Parties for indemnification under this Agreement outstanding and unpaid as of such date, if any, pursuant to the terms and subject to the conditions set forth in this Agreement.

#### **Section 12.04. Notification of Claims.**

(a) A party entitled to be indemnified pursuant to *Section 12.02* or *Section 12.03* (the "***Indemnified Party***") shall promptly notify the party liable for such indemnification (the "***Indemnifying Party***") in writing of any claim or demand that the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement; *provided, however*, that a failure to give prompt notice or to include any specified information in any notice will not affect the rights or obligations of any party hereunder except and only to the extent that, as a result of such failure, any party that was entitled to receive such notice was damaged as a result of such failure. Subject to the Indemnifying Party's right to defend in good faith third party claims as hereinafter provided, the Indemnifying Party shall satisfy its obligations under this *Article XII* within thirty (30) days after the receipt of written notice thereof from the Indemnified Party.

(b) If the Indemnified Party shall notify the Indemnifying Party of any claim or demand pursuant to *Section 12.04(a)*, the Indemnifying Party shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand asserted against the Indemnified Party for so long as the Indemnifying Party shall continue in good faith to diligently defend against such action or claim. The Indemnified Party shall have

the right to participate in the defense of any such claim or demand at its own expense. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as possible (but in any case five (5) Business Days before the due date for the answer or response to a claim) after the date of the notice of claim given by the Indemnified Party to the Indemnifying Party under *Section 12.04(a)* of its election to defend in good faith any such third party claim or demand. So long as the Indemnifying Party is defending in good faith any such claim or demand asserted by a third party against the Indemnified Party, the Indemnified Party shall not settle or compromise such claim or demand without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, and the Indemnified Party shall make available to the Indemnifying Party or its agents all records and other material in the Indemnified Party's possession reasonably required by it for its use in contesting any third party claim or demand. Whether or not the Indemnifying Party elects to defend any such claim or demand, the Indemnified Party shall have no obligations to do so. In the event: (i) the Indemnifying Party elects not to defend such claim or action; or (ii) the Indemnifying Party elects to defend such claim or action but fails to diligently defend such claim or action in good faith, the Indemnified Party shall have the right to conduct the defense thereof and to settle or compromise such claim or action without the consent of the Indemnifying Party, except that with respect to the settlement or compromise of such a claim, demand or action, the Indemnified Party shall not settle or compromise any such claim or demand or action without the consent of the Indemnifying Party (such consent not to be unreasonably withheld), unless the Indemnifying Party is given a full and completed release of any and all liability by all relevant parties relating thereto and has no obligation to pay any damages.

**Section 12.05. *Net Losses; Subrogation; Mitigation.***

(a) Notwithstanding anything contained herein to the contrary, the amount of any Losses incurred or suffered by an Indemnified Party shall be calculated after giving effect to (i) any insurance proceeds received by the Indemnified Person (or any of its Affiliates) with respect to such Losses and (ii) any recoveries obtained by the Indemnified Party (or any of its Affiliates) from any other third party. Each Indemnified Party shall exercise reasonable best efforts to obtain such proceeds, benefits and recoveries. If any such proceeds, benefits or recoveries are received by an Indemnified Party (or any of its Affiliates) with respect to any Losses after an Indemnifying Party has made a payment to the Indemnified Party with respect thereto, the Indemnified Party (or such Affiliate) shall pay to the Indemnifying Party the amount of such proceeds, benefits or recoveries (up to the amount of the Indemnifying Party's payment). With respect to any Losses incurred or suffered by an Indemnified Party, no liability shall attach to the Indemnifying Party in respect of any Losses to the extent that the same Losses have been recovered by the Indemnified Person from the Indemnifying Party, accordingly, the Indemnified Person may only recover once in respect of the same Loss.

(b) Upon making any payment to an Indemnified Party in respect of any Losses, the Indemnifying Party shall, to the extent of such payment, be subrogated to all rights of the Indemnified Party (and its Affiliates) against any third party in respect of the Losses to which such payment relates. Such Indemnified Party (and its Affiliates) and Indemnifying Party shall execute upon request all instruments reasonably necessary to evidence or further perfect such subrogation rights.

(c) Buyer and Seller shall use reasonable best efforts to mitigate any Losses, whether by asserting claims against a third party or by otherwise qualifying for a benefit that would reduce or eliminate an indemnified matter; *provided, however*, that no party shall be required to use such efforts if they would be demonstrably detrimental in any material respect to such party.

**Section 12.06. *Computation of Indemnifiable Losses.*** Any calculation of Losses for purposes of this *Article XII* shall be (a) reduced to take account of any net Tax benefit actually realized by the Indemnified Party arising from the deductibility of any such Loss in the year such Loss is incurred; and (b) increased to take account of any net Tax liability actually realized by the Indemnified Party arising from the receipt or accrual of any indemnity obligation hereunder. To the extent permitted by law, all indemnity payments made pursuant to this Agreement shall be treated by the parties hereto as an adjustment to the Purchase Price.

**Section 12.07. *Exclusive Remedies.*** Buyer and Seller acknowledge and agree that, if the Closing occurs, the indemnification provisions of this *Article XII* shall be the sole and exclusive remedies of Buyer and Seller for any breach of the representations or warranties or nonperformance of any covenants and agreements of Buyer or Seller contained in this Agreement or any Ancillary Agreement, and neither party shall have any liability to the other party under any circumstances for special, indirect, consequential, punitive or exemplary damages, or lost profits, diminution in value or any damages based on any type of multiple of earnings of any Indemnified Party; *provided, however*, that nothing contained in this Agreement shall relieve or limit the liability of either party from any liability or Losses arising out of or resulting from fraud or intentional misrepresentation in connection with the transactions contemplated in this Agreement or the Ancillary Agreements.

**Section 12.08. *No Special Damages, Mitigation.*** No Indemnifying Party shall be liable to any Indemnified Party for special, indirect, consequential, punitive or exemplary damages, or lost profits, diminution in value or any damages based on any type of multiple earnings.

**Section 12.09. *Treatment of Indemnity Benefits.*** All payments made by Seller or Buyer, as the case may be, to or for the benefit of the other pursuant to any indemnification obligations under this Agreement shall be treated as adjustments to the Purchase Price for Tax purposes and such agreed treatment shall govern for purposes of this Agreement.

## **ARTICLE XIII GENERAL PROVISIONS**

**Section 13.01. *Expenses.*** Except as may be otherwise specified herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

**Section 13.02. *Notices.*** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly delivered and received (a) on the date of personal delivery, (b) on the date of transmission, if sent by

facsimile, or (c) one Business Day after having been dispatched via a nationally recognized overnight courier service, to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this *Section 13.02*):

If to Buyer:

Sinclair Television Group, Inc.  
10706 Beaver Dam Road  
Cockeysville, MD 21030  
Attention: President  
Facsimile: (410) 568-1533

With a copy, which shall not constitute notice, to:

Sinclair Broadcast Group, Inc.  
10706 Beaver Dam Road  
Cockeysville, MD 21030  
Attention: General Counsel  
Facsimile: (410) 568-1537

and

Greenberg Traurig, LLP  
Terminus 200  
3333 Piedmont Road NE  
Suite 2500  
Atlanta, GA 30305  
Attention: James S. Altenbach  
Facsimile: (678) 553-2212

If to Seller:

Pilot Group, LLC  
75 Rockefeller Plaza, 23rd Floor  
New York, NY 10019  
Attention: Paul McNicol  
Facsimile: (212) 486-2896

and

Barrington Broadcasting Group LLC  
650 E. Algonquin Road, Suite 300  
Schaumburg, IL 60173  
Attention: Warren Spector  
Facsimile: (847) 755-3045



With a copy, which shall not constitute notice, to:

Paul Hastings LLP  
875 Fifteenth Street, N.W.  
Washington, DC 20005  
Attention: Eric Dodson Greenberg  
Facsimile: (202) 551-1343

**Section 13.03. *Headings.*** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**Section 13.04. *Severability.*** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced because of any Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 13.05. *Entire Agreement.*** This Agreement, the Confidentiality Agreement and the Ancillary Agreements constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between Seller and Buyer with respect to the subject matter hereof and thereof, except as otherwise expressly provided herein.

**Section 13.06. *Successors and Assigns.***

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Neither party may assign its rights under this Agreement without the other party's prior written consent; *provided, however*, that (a) Buyer may assign its rights hereunder to an affiliate of Buyer upon written notice to, but without consent of, Seller, provided that (i) any such assignment does not delay or impede processing of the FCC Applications, grant of the FCC Consent, clearance or approval under the HSR Act or any other Antitrust Law or regulation or Closing, (ii) any such assignee delivers to Seller a written assumption of this Agreement, (iii) Buyer shall remain liable for all of its obligations hereunder, and (iv) Buyer shall be solely responsible for any third party consents necessary in connection therewith (none of which are a condition to Closing); and (b) solely to the extent set forth in *Section 7.01*, Buyer shall assign its right to purchase the Option Assets and the Designated Station Assets (or any portion thereof) (and delegate its duty to assume the Assumed Liabilities corresponding thereto) to a Qualified Assignee by written notice to, but without consent of, Seller to be delivered prior to the date upon which the FCC Application is required to be filed with the FCC pursuant to *Section 7.01(a)*. With respect to any assignment permitted or required under this *Section 13.06*, (i) any such assignee, including a Qualified Assignee, shall deliver to Seller a written instrument of assumption with respect to this Agreement or the Option Assets and the Designated Station Assets, as applicable, in which such

assignee (A) shall make to Seller the representations and warranties contained in *Article IV* of this Agreement with respect to such assignee and (B) shall covenant to Seller to observe, satisfy, discharge and perform the covenants of Buyer set forth in this Agreement (except, in the case of a Qualified Assignee, to the extent that any such covenant relates solely to Purchased Assets other than Option Assets or Designated Station Assets and the corresponding Assumed Obligations) and (ii) Buyer shall remain liable for all of its obligations hereunder (including those assigned to such assignee), including the payment of the Purchase Price pursuant to *Section 2.06* hereof.

(b) If Buyer elects to engage in a like-kind exchange with respect to a portion of the Purchased Assets and treat such Purchased Assets as property received in a like-kind exchange pursuant to Section 1031 of the Code, Buyer shall notify Seller of such election in writing no later than five (5) days prior to the Closing, identifying those Purchased Assets that Buyer intends to qualify as part of a like-kind exchange, and Seller shall undertake all actions reasonably requested by Buyer in writing in connection with Buyer's like-kind exchange, including consenting to Buyer's transfer of its rights in this Agreement to a "qualified intermediary", as defined in Treasury Regulation Section 1.1031(k)-1(g)(4); *provided, however*, that such actions do not impose any liabilities, including any monetary obligations or costs, on Seller and do not release Seller or Buyer from its obligations under this Agreement and that Buyer shall promptly reimburse Seller for any third-party costs reasonably incurred in connection with such election, including as the result of any subsequent review of such election or any attendant tax consequences by any governmental authority.

**Section 13.07. *No Recourse.*** No past, present or future director, officer, employee, incorporator, member, partner, equityholder, Affiliate, agent, attorney or representative of Seller, Buyer or any of their Affiliates shall have any liability for any obligations or liabilities of Seller or Buyer, respectively, under this Agreement or for any claim (whether in contract or tort, in law or in equity, or based upon any theory that seeks to "*pierce the corporate veil*" or impose liability of an entity against its owners or Affiliates or otherwise), liability or any other obligation arising under, based on, in respect of, in connection with, or by reason of, this Agreement or the transactions contemplated hereby, including its negotiation and/or execution.

**Section 13.08. *No Third-Party Beneficiaries.*** Except as expressly provided in *Article XII* and *Section 13.06*, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 13.09. *Amendments and Waivers.***

(a) This Agreement may not be amended or modified except by an instrument in writing signed by Seller and Buyer.

(b) At any time prior to the Closing, either party may (i) extend the time for the performance of any of the obligations or other acts of the other party hereto, (ii) waive any inaccuracies in the representations and warranties of the other party hereto contained herein or in any document delivered pursuant hereto or (iii) waive compliance by the other party hereto with

any of the agreements or conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby.

(c) No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

#### **Section 13.10. *Governing Law; Consent to Jurisdiction.***

(a) This Agreement and the negotiation, execution, performance or nonperformance, interpretation, termination, construction and all matters based upon, arising out of or related to this Agreement, whether arising in law or in equity (collectively, the “***Covered Matters***”), and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to the Covered Matters, except for documents, agreements and instruments that specify otherwise, shall be governed by the laws of the State of Delaware without giving effect to the choice of law provisions thereof. All recording matters relating to the conveyance of each parcel of Owned Real Property will be conducted in conformity with the applicable requirements of local law governing the location of such parcel.

(b) All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in the Delaware Chancery Court, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The consents to jurisdiction set forth in this *Section 13.10* shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this *Section 13.10* and shall not be deemed to confer rights on any third party. The parties hereto agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

**Section 13.11. *Specific Performance.*** The parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the parties hereto do not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The parties acknowledge and agree that the parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity. Any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

**Section 13.12. WAIVER OF JURY TRIAL.** BUYER AND SELLER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF BUYER OR SELLER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

**Section 13.13. Counterparts.** This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 13.14. No Presumption.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing any instrument to be drafted.

**Section 13.15. Disclosure Schedules.**

(a) The parties acknowledge and agree that (i) matters reflected in the Disclosure Schedules are not necessarily limited to the matters required by the Agreement to be disclosed in the Disclosure Schedules, (ii) the Disclosure Schedules may include certain items and information solely for informational purposes for the convenience of the parties and (iii) the disclosure by Seller of any matter in the Disclosure Schedules shall not be deemed to constitute an acknowledgment by Seller that the matter is required to be disclosed by the terms of this Agreement or that the matter is material. The specification of any dollar amount in the representations and warranties contained in the Agreement or the inclusion of any specific item in the Disclosure Schedules are not intended to imply that such amounts are within or outside the ordinary course of business for purposes of the Agreement.

(b) If and to the extent any information required to be furnished in any section of the Disclosure Schedules is contained in the Agreement or in any section of the Disclosure Schedules, such information shall be deemed to be included in all sections of the Disclosure Schedules to the extent that the relevance of any such information to any other section of the Disclosure Schedules is readily apparent from the text of such disclosure.

(c) Seller has disclosed the information contained in the Disclosure Schedules solely for purposes of the Agreement, and no information contained therein shall be deemed to be an admission by any party thereto to any third party of any matter whatsoever, including of any violation of Law or breach of any agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be executed as of the date first set forth above.

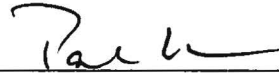
**BARRINGTON BROADCASTING LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON BROADCAST GROUP LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON ALBANY LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

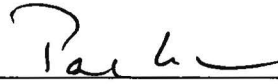
**BARRINGTON AMARILLO LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

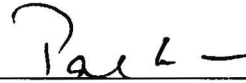
**BARRINGTON BAY CITY LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

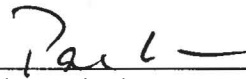
**BARRINGTON COLORADO SPRINGS LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

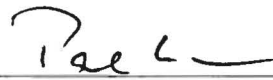
**BARRINGTON COLUMBIA LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON FLINT LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

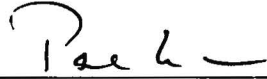
**BARRINGTON HARLINGEN LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

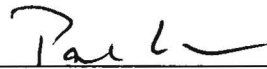
**BARRINGTON JEFFERSON CITY LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

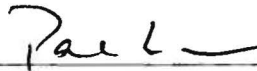
**BARRINGTON KIRKSVILLE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON MARQUETTE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON MYRTLE BEACH LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

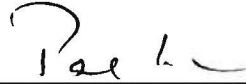
**BARRINGTON PEORIA LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON QUINCY LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON SYRACUSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON TOLEDO LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

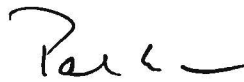
**BARRINGTON TRAVERSE CITY LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON ALBANY LICENSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary



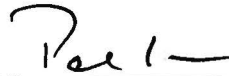
**BARRINGTON AMARILLO LICENSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

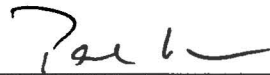
**BARRINGTON BAY CITY LICENSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON COLORADO SPRINGS  
LICENSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON COLUMBIA LICENSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

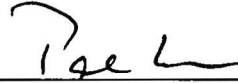
**BARRINGTON FLINT LICENSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

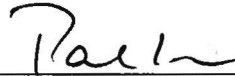
**BARRINGTON HARLINGEN LICENSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

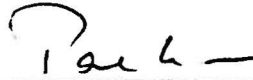
**BARRINGTON JEFFERSON CITY LICENSE**



Name: Paul McNicol

Title: Senior Vice President and Secretary

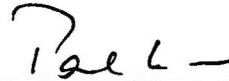
**BARRINGTON KIRKSVILLE LICENSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON MARQUETTE LICENSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

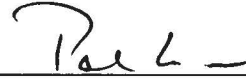
**BARRINGTON MYRTLE BEACH LICENSE  
LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON PEORIA LICENSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

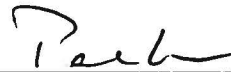
**BARRINGTON QUINCY LICENSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON SYRACUSE LICENSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**BARRINGTON TOLEDO LICENSE LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

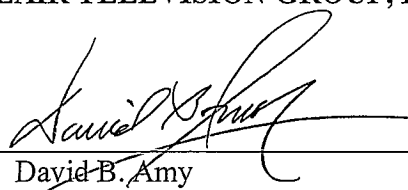
**BARRINGTON TRAVERSE CITY LICENSE  
LLC**



Name: Paul McNicol

Title: Senior Vice President and Secretary

**SINCLAIR TELEVISION GROUP, INC.**

By:   
Name: David B. Amy  
Title: Executive Vice President and CFO