

**ASSET PURCHASE AGREEMENT**  
**for**  
**the SALE of TELEVISION STATIONS**

**KIMT – Rochester, MN-Mason City, IA-Austin, MN**  
**WFFT – Ft. Wayne, IN**  
**WTHI / WTHI-D2 – Terre Haute, IN**  
**WLFI – Lafayette, IN**  
**KQTV – St. Joseph, MO**

**by and among**  
**NEXSTAR BROADCASTING, INC.**  
**USA TELEVISION MIDAMERICA HOLDINGS, LLC**  
**and**  
**MSOUTH EQUITY PARTNERS III, L.P.**

**Dated as of June 10, 2016**

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## **EXHIBITS**

- Exhibit A - Form of Bill of Sale and Assignment and Assumption Agreement
- Exhibit B - Form of Assignment of Seller FCC Authorizations
- Exhibit C - Form of Transition Services Agreement

## **SCHEDULES**

## **ASSET PURCHASE AGREEMENT**

This **ASSET PURCHASE AGREEMENT**, dated as of June 10, 2016 (this “Agreement”), by and among Nexstar Broadcasting, Inc., a Delaware corporation (“Nexstar” or the “Seller”), on the one hand, and USA Television MidAmerica Holdings, LLC, a Delaware limited liability company (the “Buyer”), and MSouth Equity Partners III, L.P., a Delaware limited partnership (the “Buyer Guarantor”), on the other hand. For the purposes of this Agreement, all references to Seller shall mean the Seller and its Affiliates (including, after giving effect to the consummation of the Merger, Media General and its Affiliates).

### **W I T N E S S E T H:**

**WHEREAS**, Nexstar Broadcasting Group, Inc. and Media General, Inc. a Virginia corporation (“Media General”) are among the parties to the Merger Agreement pursuant to which Media General ultimately will be merged with and into Nexstar such that Nexstar will become the direct and indirect parent of the existing Media General subsidiaries;

**WHEREAS**, on the date of this Agreement, Nexstar or Media General, together with certain of its direct and indirect subsidiaries, owns and operates the following television broadcast stations (all references to “Station” shall mean each such station individually or all such stations collectively, as the context requires), pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”):

**KIMT – Rochester, MN-Mason City, IA-Austin, MN**  
**WFFT – Ft. Wayne, IN**  
**WTHI / WTHI-D2 – Terre Haute, IN**  
**WLFI – Lafayette, IN**  
**KQTV – St. Joseph, MO**

**WHEREAS**, following the closing of the Merger, the Buyer desires to purchase the Purchased Assets and assume the Assumed Liabilities, and the Seller desires to sell to the Buyer the Purchased Assets and transfer the Assumed Liabilities, on the terms and subject to the conditions hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), it is hereby agreed among the parties as follows:

### **ARTICLE I**

#### **DEFINITIONS**

**Section 1.1 Definitions.** As used in this Agreement, the following terms have the meanings specified or referred to in this Section 1.1:

“Active Employees” has the meaning specified in Section 6.2(a).

“Affiliate” means, with respect to any Person, any other Person which directly or indirectly controls, is controlled by or is under common control with such Person. As used in this definition, the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“Agreed Accounting Principles” means the United States generally accepted accounting principles used in the preparation of the Balance Sheet.

“Agreement” has the meaning specified in the introductory paragraph hereof.

“Alternative Financing Notice” has the meaning specified in Section 5.7(b).

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

“Assignment of the Seller FCC Authorizations” has the meaning specified in Section 2.7(a).

“Assumed Liabilities” has the meaning specified in Section 2.3(b).

“Balance Sheet” has the meaning specified in Section 3.3.

“Balance Sheet Date” has the meaning specified in Section 3.3.

“Bill of Sale and Assignment and Assumption Agreement” has the meaning specified in Section 2.7(a).

“Business” means the business of the Station (and shall not include the Other Seller Stations or the other businesses or assets of Seller, or prior to the Merger, Media General).

“Business Day” means any day on which the principal offices of the Securities and Exchange Commission are open to accept filings and on which banks in the City of New York are not required or authorized to close.

“Buyer” has the meaning specified in the introductory paragraph hereof.

“Buyer’s 401(k) Plan” has the meaning specified in Section 6.2(c).

“Buyer Ancillary Agreements” has the meaning specified in Section 4.2(a).

“Buyer Group Member” means the Buyer, its Affiliates, and each of their successors and assigns, and their respective directors, officers, employees and agents.

“Buyer Guarantor” has the meaning specified in the introductory paragraph hereof.

“Cap” has the meaning specified in Section 9.5(e).

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq., and any regulations promulgated thereunder.

“Claim Notice” has the meaning specified in Section 9.3(a).

“Closing” has the meaning specified in Section 2.4.

“Closing Date” has the meaning specified in Section 2.4.

“Closing Date Adjustments” has the meaning specified in Section 2.6(a).

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

“Commitment Letters” has the meaning specified in Section 4.7(a).

“Communications Act” means the Communications Act of 1934, as amended, and the rules and regulations of the FCC promulgated under the foregoing, in each case, as in effect from time to time.

“Confidentiality Agreement” has the meaning specified in Section 5.1.

“Cutoff Time” means 11:59 P.M. (central time) on the date immediately prior to the Closing Date.

“Debt Commitment Letter” has the meaning specified in Section 4.7(a).

“Debt Financing” has the meaning specified in Section 4.7(a).

“Deductible” has the meaning specified in Section 9.5(d).

“Default” means, whether such term is capitalized or not, (1) a breach of, default under, or misrepresentation in or with respect to any contract or license, (2) the occurrence of an event that with the passage of time or the giving of notice or both would constitute a breach of, default under, or misrepresentation in any contract or license, or (3) the occurrence of an event that with or without the passage of time or the giving of notice or both would give rise to a right to terminate, change the terms of or renegotiate any contract or license or to accelerate, increase, or impose any liability under any contract or license.

“DOJ” means the U.S. Department of Justice.

“DOJ Consent” means the consent of the DOJ with respect to the Buyer, this Agreement and the transactions contemplated hereby, or as required under the DOJ Final Judgment.

“DOJ Final Judgment” means any proposed final judgment the DOJ may file in any court of law or equity of competent jurisdiction in connection with the Merger, as such proposed final judgment may be modified with the approval of any court of law or equity of competent jurisdiction.

“Employees” means the individuals employed by Seller or Media General, as applicable, who are listed on Schedule 3.12 and any full-time, part-time and per diem employees who become employed by Seller or Media General, as applicable, after the date hereof in accordance with Section 5.4 exclusively in connection with the Business; provided, however, that no such Person shall be considered an “Employee” if he or she is not employed by the Seller or Media General, as applicable, at the Cutoff Time. For purposes of the foregoing, an individual shall not be considered “not employed” by virtue of the fact that he or she is on authorized leave of absence, sick leave, short or long term disability leave or military leave.

“Employee Plan” means each material (i) pension, retirement, profit sharing, deferred compensation, cash bonus, stock bonus, incentive compensation, commission, or other similar plan, (ii) medical, vision, dental or other health plan, and (iii) life insurance, accident, disability, severance, change of control, vacation, or other material employee benefit plan, agreement, practice, policy, or arrangement, in each case, to which Seller or Media General, as applicable, is required to contribute or which Seller or Media General, as applicable, sponsors or maintains for the benefit of any of the Employees, or under which Employees (or their dependents and beneficiaries) are eligible to receive benefits, including any “employee benefit plan” (as defined in Section 3(3) of ERISA) but in each case excluding any plan that is a “multiemployer plan” within the meaning of ERISA Section 3(37).

“Employment Agreement” means any contract or agreement of Seller or Media General with any individual Employee pursuant to which Seller or Media General, as applicable, has an actual or contingent liability to provide compensation and/or benefits in consideration for past, present or future services.

“Employment Commencement Date” has the meaning specified in Section 6.2(a).

“Encumbrance” means any lien, claim, charge, security interest, mortgage, pledge, easement, conditional sale or other title retention agreement, defect in title, covenant or other restrictions of any kind, other than any license of, option to license, or covenant not to assert claims of infringement or misappropriation with respect to, Intellectual Property.

“Environmental Law” means all Requirements of Laws relating to or addressing the prevention of pollution, the environment, human health, occupational health or safety, including but not limited to CERCLA, OSHA, RCRA, 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.; and any state equivalents thereof.

“Equity Commitment Letter” has the meaning specified in Section 4.7(a).

“Equity Financing” has the meaning specified in Section 4.7(a).

“Equity Investor” has the meaning specified in Section 4.7(a).

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.



“Excluded Assets” has the meaning specified in Section 2.2.

“Excluded Liabilities” has the meaning specified in Section 2.3(b).

“Expense” means any and all expenses incurred in connection with investigating, defending or asserting any claim, action, suit or proceeding incident to any matter indemnified against hereunder (including court filing fees, court costs, arbitration fees or costs, witness fees, and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals).

“FCC” has the meaning specified in the second recital.

“FCC Applications” has the meaning specified in Section 5.3(a).

“FCC Consent” means action by the FCC (including action by staff acting on delegated authority) granting its consent to the FCC Applications.

“Financing” has the meaning specified in Section 4.7(a).

“Financing Sources” has the meaning specified in Section 5.7(d). “Financing Termination Notice” has the meaning specified in Section 5.7(b).

“FTC” means the U.S. Federal Trade Commission.

“Governmental Body” means any foreign, federal, state, local or other governmental authority, or judicial or regulatory body.

“Governmental Consents” means (i) the FCC Consent and (ii) all authorizations, consents, Orders and approvals of all Governmental Bodies, including any State Attorney General, that are or may become necessary for the execution, delivery and consummation of the transactions contemplated hereby.

“Governmental Permits” has the meaning specified in Section 3.8(a).

“Hazardous Materials” means any waste, pollutant, hazardous substance, toxic substance, hazardous waste, special waste, regulated or defined as “hazardous,” “toxic” or words of similar import pursuant to any Environmental Law, including asbestos, asbestos containing material, petroleum or petroleum-derived substance or waste, or any constituent of any such substance or waste.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

“Inactive Employees” has the meaning specified in Section 6.2(a).

“Indemnified Party” has the meaning specified in Section 9.3(a).

“Indemnitor” has the meaning specified in Section 9.3(a).

“Independent Accountant” has the meaning specified in Section 2.6(b).

“Intellectual Property” means (i) patents and pending patent applications, together with any and all continuations, divisions, reissues, and extensions thereof, (ii) Trademarks, (iii) copyrights, (iv) registrations and applications for registration of any of the foregoing in (i)-(iii), (v) trade secrets, including advertising customer lists, mailing lists, processes, know-how and other proprietary or confidential information, (vi) computer software, including, without limitation, any apps, (v) internet domain names and internet web site addresses and all related web site content related solely to the Business, and (vi) social media sites.

“Knowledge of the Seller” means, as to a particular matter, the actual knowledge, after reasonable inquiry of the manager of the Station, of the following persons: Perry Sook, Thomas Carter and Elizabeth Ryder.

“Laws” means any and all domestic (federal, state or local) or foreign or provincial laws, statutes, ordinances, rules, published regulations, judgments, orders, injunctions, awards, or agency policies, procedures, requirements or decrees promulgated by any Governmental Body.

“Lender” has the meaning specified in Section 4.7(a).

“Loss” means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, interest, assessments, expenses, deficiencies or other charges, including attorneys’ fees.

“Market” means, with respect to the Station, the “Designated Market Area,” as determined by The Nielsen Company, of the Station.

“Material Adverse Effect” means a material adverse effect on (i) the ability of the Seller to perform its obligations under this Agreement or (ii) the assets, results of operations or financial condition of the Business, taken as a whole; provided, however, that for purposes of determining whether there has been or is reasonably likely to be a “Material Adverse Effect” for purposes of clause (ii), the results and consequences of the following events, occurrences, facts, conditions, changes, developments or effects shall not be taken into account: (a) any changes that generally affect the industries in which the Seller operates or the Market of the Station, (b) resulting from the announcement by the Seller of its intention to sell the Business to Buyer, including the announcement or pendency of this Agreement or the transactions contemplated hereby, or the facts, circumstances or events relating to any of the Buyer or its Affiliates, or actions taken by any of them including the impact thereof on relationships, contractual or otherwise, with agents, customers, suppliers, vendors, licensees, licensors, lenders, partners, employees or regulators, including the FCC, (c) the taking of any action expressly required by, or the failure to take any action expressly prohibited by, this Agreement, or the taking of any action at the written request or the prior written consent of the Buyer, (d) any failure of the Business to meet internal or external projections or forecasts or any estimates of earnings, revenues or other metrics for any period (provided, however, that any event, occurrence, fact, condition, change, development or effect giving rise to such failure or change may be taken into account in determining whether there has been, or is reasonably likely to be, a Material Adverse Effect, except to the extent otherwise excluded hereunder), (e) any changes in the economy or capital,

financial or securities markets generally, including changes in interest or exchange rates, (f) changes in Laws or generally accepted accounting principles (or the interpretation thereof) or in legal, regulatory or political conditions, (g) the commencement, escalation or worsening of any war or armed hostilities or the occurrence of acts of terrorism or sabotage occurring after the date hereof and (h) earthquakes, hurricanes, floods or other natural disasters.

“Media General” has the meaning specified in the first recital.

“Merger” means the merger of Neptune Merger Sub, Inc. with and into Media General with Media General being the surviving company pursuant to the Merger Agreement.

“Merger Agreement” means that certain Agreement and Plan of Merger, dated as of January 27, 2016, as it may be amended from time to time, by and among Media General, Neptune Merger Sub, Inc., a Virginia corporation and a wholly-owned subsidiary of Nexstar, and Nexstar Broadcasting Group, Inc.

“Merger Closing Date” means the date upon which the Merger is consummated.

“Multi-Station Contract” has the meaning specified in Section 5.6.

“MVPD” means any multi-channel video programming distributor, including cable systems, telephone companies and direct broadcast satellite systems.

“Nexstar” has the meaning specified in the introductory paragraph hereof.

“Order” means any order, judgment, injunction, awards, stipulations, decree or writ handed down, adopted or imposed by, including any consent decree, settlement agreement or similar written agreement with, any Governmental Body.

“OSHA” means the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., and any regulations promulgated thereunder.

“Other Seller Station” has the meaning specified in Section 5.6.

“Owned Real Property” has the meaning specified in Section 3.9(a).

“Payment Date” has the meaning specified in Section 2.6(b).

“Permitted Encumbrance” means (a) liens for Taxes, assessments or other governmental charges which are not yet due and payable or Taxes being contested in good faith by appropriate proceedings, (b) terms and conditions of any leases assumed by Buyer, (c) 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; (d) any right reserved to any Governmental Body to regulate the affected property; (e) in the case of any leased asset, (i) the rights of any lessor under the applicable lease agreement or any Encumbrance granted by any lessor or any Encumbrance that the applicable lease is subject to, (ii) any statutory lien for amounts that are not yet due and payable or are being contested in good faith, (iii) any subleases listed in any Schedule hereto and (iv) the rights of the grantor of any

easement or any Encumbrance granted by such grantor on such easement property; (f) 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; (g) inchoate materialmen's, mechanics', workmen's, repairmen's or other like Encumbrances arising in the ordinary course of business for amounts that are not yet due and payable or that are being contested in good faith by appropriate proceedings; (h) minor defects of title, easements, rights-of-way, restrictions and other Encumbrances not interfering with the present use of the applicable assets subject thereto; (i) any state of facts that an accurate survey or physical inspection would show, provided such facts do not render title unmarketable or interfere with the present use of the applicable Real Property; (j) Encumbrances that will be released prior to or as of the Closing Date, including all mortgages and security interests securing indebtedness of Seller or Media General, as applicable; (k) licenses of Intellectual Property granted in the ordinary course of business that, individually or in the aggregate, do not, and would not reasonably be expected to, materially detract from the value of such Intellectual Property, or interfere with the use thereof by the Station; and (l) any other Encumbrance disclosed on any Schedule hereto.

"Person" means any person, employee, individual, corporation, limited liability company, partnership, trust, or any other non-governmental entity or any governmental or regulatory authority or body.

"Phase 1 Report" means an ASTM E1527 - 13 Phase 1 environmental site assessment survey.

"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 film and program barter agreements, sports rights agreements, news rights or service agreements, affiliation agreements and syndication agreements.

"Prorated Taxes" means all personal property, real property, intangible property and other ad valorem imposed on or with respect to the Business and/or the Purchased Assets for any taxable period that begins on or before and ends after the Closing Date.

"Purchase Price" has the meaning specified in Section 2.5.

"Purchased Assets" has the meaning specified in Section 2.1.

"Purchased Intellectual Property" has the meaning specified in Section 2.1(d).

"R&W Insurance Policy" means an insurance policy covering the indemnification obligations, if any, arising in accordance with the terms of this Agreement, of the Seller or any Seller Group Member.

"RCRA" means the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and any regulations promulgated thereunder.

"Real Property" has the meaning specified in Section 3.9(b).

“Real Property Lease” has the meaning specified in Section 3.9(b).

“Related Party” has the meaning specified in Section 10.1(e).

“Release” means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching or migration into the indoor or outdoor environment or into or out of any property, including the movement of Hazardous Materials through or in the air, soil, surface water, groundwater or property.

“Required Consents” has the meaning specified in Section 5.3(e).

“Requirements of Law” means any foreign, federal, state or local law, rule or regulation, Governmental Permit or other binding determination of any Governmental Body.

“Retained Names and Marks” means all (i) Trademarks containing or incorporating the term “Nexstar,” “Media General” or “LIN”; (ii) other Trademarks owned by Seller or Media General (other than Trademarks included in the Purchased Intellectual Property); (iii) variations or acronyms of any of the foregoing; and (iv) Trademarks confusingly similar to or dilutive of any of the foregoing.

“Retransmission Agreement” has the meaning specified in Section 3.14(c).

“Seller” has the meaning specified in the introductory paragraph hereof.

“Seller’s 401(k) Plan” has the meaning specified in Section 6.2(c).

“Seller FCC Authorizations” means those Governmental Permits issued to Seller or Media General, as applicable, by the FCC with respect to the Station that are material to the Station’s operations.

“Seller Group Member” means the Seller, its Affiliates, each of their successors and assigns, and their respective directors, officers, employees, agents and representatives.

“Solvent” when used with respect to any Person or group of Persons on a combined basis, means that, as of any date of determination, (A) the amount of the “fair saleable value” of the assets of such Person (or group of Persons on a combined basis) will, as of such date, exceed (1) 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 applicable Laws governing determinations of the insolvency of debtors, and (2) the amount that will be required to pay the probable liabilities of such Person (or group of Persons on a combined basis) on its existing debts (including contingent liabilities) as such debts become absolute and matured, (B) such Person (or group of Persons on a combined basis) will not have, as of such date, an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged following such date and (C) such Person (or group of Persons on a combined basis) will be able to pay its liabilities, including contingent and other liabilities, as they mature.

“Specific Environmental Conditions” has the meaning specified in Section 6.7.

“Station” has the meaning specified in the second recital hereof.

“Station Agreements” has the meaning specified in Section 3.15.

“Straddle Period” means any taxable period beginning on or before and ending after the Closing Date.

“Tangible Personal Property” has the meaning specified in Section 2.1(c).

“Tax” means any federal, state, local or foreign net income, alternative or add-on minimum, gross income, gross receipts, property, sales, use, transfer, gains, license, employment, payroll, capital stock, escheat, environmental, franchise, social security, stamp, registration and value-added taxes, withholding or minimum tax, or other tax, together with any interest or any penalty, addition to tax or additional amount imposed by any Governmental Body.

“Tax Return” means any return, declaration, report, claim for refund or other document relating to Taxes, including any schedule or attachment thereto, and amendment thereof.

“Termination Date” has the meaning specified in Section 10.1(a)(v).

“Termination Fee” has the meaning specified in Section 10.3.

“Third Person Claim Notice” has the meaning specified in Section 9.4(a).

“Trade Agreement” means any contract, agreement or commitment, oral or written, other than film and program barter agreements, pursuant to which Seller or Media General, 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 cash.

“Trademarks” means trademarks, service marks, Internet domain names, trade dress, trade names, and corporate names, all applications and registrations for the foregoing, and all goodwill connected with the use thereof and symbolized thereby.

“Transfer Taxes” means all transfer, documentary, excise, sales, value added, goods and services, use, stamp, registration and other similar taxes, and all conveyance fees, recording charges and other similar fees and charges, incurred in connection with the consummation of the transactions contemplated by this Agreement.

“Transferred Employees” has the meaning specified in Section 6.2(a).

“Transition Services Agreement” has the meaning specified in Section 2.7(a).

“Treasury Regulation” means regulations promulgated by the United States Department of the Treasury under the Code.

“WARN Act” has the meaning specified in Section 6.2(i).

## ARTICLE II

### PURCHASE AND SALE OF PURCHASED ASSETS

**Section 2.1 Purchase and Sale of Purchased Assets.** Upon the terms and subject to the conditions of this Agreement, at the Closing, the Seller shall, or shall cause its Affiliates to, sell, transfer, assign, convey and deliver to the Buyer, and the Buyer shall purchase from the Seller pursuant to this Agreement, free and clear of all Encumbrances (except for Permitted Encumbrances), all of the right, title and interest of the Seller or Media General, as applicable, to the assets, properties and business (excepting only the Excluded Assets) of every kind and description, real, personal or mixed, tangible or intangible, then owned or held by the Seller or Media General, as applicable, and used exclusively in the Business (other than to the extent sold or transferred prior to the Closing in accordance with the terms hereof) (herein collectively referred to as the “Purchased Assets”), including all right, title and interest of the Seller or Media General, as applicable, as of Closing to the following (excepting only the Excluded Assets):

(a) (x) The Seller FCC Authorizations, including those listed on Schedule 2.1(a) and (y) all other assignable Governmental Permits exclusively related to the Station, and including any applications therefor and renewals or modifications thereof between the date hereof and Closing, including those listed on Schedule 2.1(a);

(b) All Owned Real Property;

(c) All machinery, equipment (including cameras, computers and office equipment), auxiliary and translator facilities, transmitting towers, transmitters, broadcast equipment, antennae, supplies, inventory (including all films, programs, records, tapes, recordings, compact discs, cassettes, spare parts and equipment), vehicles, furniture and other tangible personal property owned or leased by the Seller or Media General, as applicable, and used exclusively in the Business except for any retirements or dispositions thereof made between the date hereof and Closing in accordance with Section 5.4 (“Tangible Personal Property”);

(d) All Intellectual Property owned by the Seller or Media General, as applicable, and used exclusively (i) in the Business or (ii) with respect to the Station (the “Purchased Intellectual Property”), including the Station call signs but, for the avoidance of doubt, excluding any Intellectual Property used in connection with any Other Seller Stations;

(e) Subject to Section 5.6, (i) all contracts and agreements of the Seller to the extent such contracts and agreements are for the sale or barter of broadcast time on the Station for advertising or other purposes; (ii) all contracts and agreements of the Seller to the extent such contracts or agreements are for the purchase or lease, as applicable, of merchandise, supplies, equipment or other personal property, or for the receipt of services, in each case used exclusively in the Business; (iii) all contracts and agreements listed or described in Schedule 3.14; and (iv) any other contract or agreement entered into by the Seller exclusively for the Business (or such portion of a Multi-Station Contract used for the Business) which (A) is of the general nature described in clauses (b), (c), (g),

(h), (i), (j) or (k) of Section 3.14, but which, by virtue of the threshold amounts or other specific terms set forth in such subsections, is not required to be listed in Schedule 3.14 or (B) is entered into after the date hereof consistent with the provisions of Section 5.4 of this Agreement;

(f) All claims or causes of action of the Seller as applicable, against third parties solely to the extent that any such claims or causes of action are related to the Purchased Assets or Assumed Liabilities;

(g) All management and other systems (including computers and peripheral equipment), databases, computer software, disks and similar assets owned by the Seller which are used exclusively in the Business, and all licenses of the Seller to the extent relating thereto; and

(h) All books and records of the Seller that relate exclusively to the Business, including all files, logs, programming information and studies, technical information and engineering data, news and advertising studies or consulting reports, sales correspondence and copies of personnel files for Transferred Employees exclusively relating to the Business excluding records relating to Excluded Assets or the Other Seller Stations.

**Section 2.2 Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets shall not include the following (herein referred to as the “Excluded Assets”):

(a) Any cash or cash equivalents (including any marketable securities or certificates of deposit) of the Seller, other than petty cash held at the Station;

(b) All bank and other depository accounts of the Seller;

(c) All accounts receivable outstanding at the Cutoff Time generated by the Business prior to the Closing;

(d) All Tangible Personal Property of the Seller sold, transferred, retired or otherwise disposed of between the date of this Agreement and Closing and in accordance with this Agreement;

(e) All Station Agreements that are terminated or expire (and are not renewed or extended by Seller) between the date of this Agreement and prior to Closing as permitted by this Agreement;

(f) All claims, rights and interests of the Seller in and to any refunds of Taxes or fees of any nature whatsoever, including all items of loss, deduction or credit for Tax purposes, in each case, relating to the Business, the Purchased Assets or the Assumed Liabilities for, or applicable to, periods (or portions thereof) ending on or prior to the Closing Date;

(g) Any rights, claims or causes of action of the Seller against third parties relating to the assets, properties or operations of the Business prior to the Closing Date



(including all amounts payable to the Seller, if any, from the United States Copyright Office or such arbitration panels as may be appointed by the United States Copyright Office that relate to the Business prior to the Closing that have not been paid as of the Closing);

(h) All bonds held, contracts or policies of insurance and prepaid insurance with respect to such contracts or policies;

(i) The Seller's or its Affiliates' minute books, stock transfer books, records relating to formation or incorporation, Tax returns and related documents and supporting work papers and any other records and returns relating to Taxes, assessments and similar governmental levies (other than real and personal property Taxes, assessments and levies imposed on the Purchased Assets) and any books and records not exclusively relating to the Business, the Station or the Purchased Assets;

(j) Any rights under any non-transferable shrink-wrapped or click-wrapped licenses of computer software and any other non-transferable licenses of computer software;

(k) All records prepared in connection with or relating to the sale or transfer of the Station, including bids received from others and analyses relating to the Station and the Purchased Assets;

(l) All rights and claims of Seller, whether mature, contingent or otherwise, against third parties arising out of any accounts receivable generated by the Business outstanding at the Cutoff Time.

(m) The items designated in Schedule 2.2(m) as "Excluded Assets";

(n) The Retained Names and Marks;

(o) All Intellectual Property of the Seller or any of its Affiliates other than the Purchased Intellectual Property;

(p) All real and personal, tangible and intangible assets of Seller and its Affiliates that are used or held for use in the operation of the Other Seller Stations (including, without limitation, any such assets that are used both in the Station and in the Other Seller Stations);

(q) All records and documents relating to Excluded Assets or to liabilities other than Assumed Liabilities;

(r) All capital stock or other equity securities of Seller, Media General or their Affiliates and all other equity interests in any entity that are owned beneficially or of record by Seller, Media General or their Affiliates;

(s) Other than as set forth in Section 6.2, all of the employee benefit agreements, plans or arrangements sponsored or maintained by the Seller or any of its

Affiliates (including, without limitation, all Employee Plans) and any assets of any such agreement, plan or arrangement;

(t) Any intercompany receivables of the Business from the Seller or any of its Affiliates; and

(u) Any rights of or payment due to the Seller or its Affiliates, under or pursuant to this Agreement or the other agreements with the Buyer or any of its Affiliates contemplated hereby.

### **Section 2.3 Assumption of Liabilities.**

(a) Upon the terms and subject to the conditions of this Agreement, as of the Closing, the Buyer shall assume and shall thereafter be obligated for, and shall agree to pay, perform and discharge in accordance with their terms, the following obligations and liabilities of the Seller, whether direct or indirect, known or unknown (except to the extent such obligations and liabilities constitute Excluded Liabilities):

(i) the liabilities and obligations exclusively relating to the operation of the Station, including the owning or holding of the Purchased Assets, that arise on and after the Closing Date;

(ii) subject to Section 6.7, all liabilities and obligations relating to the Purchased Assets or the ownership or operation of the Business incurred or imposed or arising pursuant to any Environmental Laws, whether or not presently existing, except for liabilities and obligations that are required to be disclosed on Schedule 3.19, but which are not so disclosed;

(iii) Except as limited by Section 5.6, all liabilities and obligations under the Station Agreements and other contracts and agreements included as Purchased Assets to be performed after the Closing or for which Buyer receives a credit pursuant to Section 2.6 (except to the extent that such liabilities or obligations were required by the terms thereof to be discharged prior to the Closing);

(iv) all Taxes (other than any Prorated Taxes or Transfer Taxes) of the Buyer for any Tax period, (ii) any Prorated Taxes for the portion of any Straddle Period beginning after the Closing Date (determined in accordance with Section 6.1) and (iii) any Transfer Taxes that are the responsibility of the Buyer pursuant to Section 6.1; and

(v) all liabilities and obligations to the extent, and for which, the Buyer receives a credit at the Closing pursuant to Section 2.6.

(vi) all liabilities and obligations expressly assumed by the Buyer or its Affiliates pursuant to Section 6.2 hereof.

All of the foregoing to be assumed by the Buyer hereunder are referred to herein as the “Assumed Liabilities.”

(b) The Buyer shall not assume or be obligated for any of, and the Seller shall solely retain, pay, perform, defend and discharge all of, its liabilities or obligations of any and every kind whatsoever, direct or indirect, known or unknown, absolute or contingent, not expressly assumed by the Buyer under Section 2.3(a) (herein referred to as “Excluded Liabilities”) and, notwithstanding anything to the contrary in Section 2.3(a), none of the following shall be “Assumed Liabilities” for purposes of this Agreement:

(i) all Taxes of Seller for any Tax period (other than any Prorated Taxes or Transfer Taxes), (ii) any Prorated Taxes for the portion of any Straddle Period ending on the Closing Date (determined in accordance with Section 6.1), and (iii) any Transfer Taxes that are the responsibility of the Seller pursuant to Section 2.3(a)(iii);

(ii) other than as set forth in Section 6.2, any of the liabilities or obligations under the employee benefit agreements, plans or arrangements sponsored or maintained by any of the Seller or their Affiliates (including, without limitation, all Employee Plans);

(iii) any intercompany payables of the Business owing to any of the Affiliates of the Seller; and

(iv) any Seller liabilities or obligations under this Agreement or the Ancillary Agreements.

**Section 2.4 Closing Date.** Subject to any prior termination of this Agreement pursuant to Section 10.1, the purchase and sale of the Purchased Assets provided for in Section 2.1 (the “Closing”) shall be consummated at 9:00 A.M., New York time, five (5) Business Days after the conditions set forth in Articles VII and VIII are satisfied or, if legally permissible, waived (other than those conditions that by their nature are to be satisfied (or validly waived) at the Closing, but subject to such satisfaction or waiver), at the offices of Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, unless such time or date is changed by mutual agreement of the Seller and the Buyer (the “Closing Date”).

**Section 2.5 Purchase Price.** The purchase price for the Purchased Assets (the “Purchase Price”) shall be equal to \$115,000,000.00, subject to adjustment as provided in this Agreement. The Purchase Price shall be paid at Closing by wire transfer in immediately available funds to an account(s) designated by Seller

**Section 2.6 Prorations and Adjustments.**

(a) All income and expenses arising from the Business, including, without limitation, Assumed Liabilities and prepaid expenses, ad valorem and property taxes and assessments (but excluding Seller’s accounts receivable), annual regulatory fees payable to the FCC, power and utilities charges, and rents and similar prepaid and deferred items shall be prorated between Seller and Buyer in accordance with the Agreed Accounting

Principles to reflect the principle that Seller shall be entitled to all income and be responsible for all expenses arising from the Business through the Cutoff Time and Buyer shall be entitled to all income and be responsible for all expenses arising from the Business after the Cutoff Time. Notwithstanding anything in this Section 2.6 to the contrary, (i) except as set forth herein, with respect to Trade Agreements for the sale of time for goods or services assumed by Buyer, if at the Cutoff Time, the Trade Agreements have an aggregate negative balance (i.e., the amount by which the value of air time the Station are obligated to provide after the Cutoff Time exceeds the fair market value of corresponding goods and services to be received by the Station after such date), there shall be no proration or adjustment, unless the aggregate negative balance of the Station's Trade Agreements exceeds \$25,000, in which event only such excess shall be treated as prepaid time sales of the Station, and adjusted for as a proration in Buyer's favor; (ii) there shall be no proration under this Section 2.6 to the extent there is an aggregate positive balance with respect to the Station's Trade Agreements; and (iii) there shall be no proration under this Section 2.6 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 Cutoff Time in which case the amount payable in the payment period will be prorated based on the number of days in such period. The prorations and adjustments to be made pursuant to this Section 2.6 are referred to as the "Closing Date Adjustments."

(b) Three (3) Business Days prior to the Closing Date, Seller shall estimate all Closing Date Adjustments pursuant to this Section 2.6 and shall deliver a statement of its estimates to Buyer (which statement shall set forth in reasonable detail the basis for those estimates). At the Closing, the net amount due to Buyer or Seller as a result of the estimated Closing Date Adjustments shall be applied as an adjustment to the Purchase Price, as appropriate. Within ninety (90) days after the Closing, Buyer shall deliver to Seller a statement of any adjustments to Seller's estimate of the Closing Date Adjustments, and no later than the close of business on the thirtieth (30) day after the delivery of such statements (the "Payment Date"), Buyer shall pay to Seller, or Seller shall pay to Buyer, as the case may be, any amount due as a result of the adjustment (or, if there is any good faith dispute, the undisputed amount). Except with respect to items that Seller notifies Buyer that it objects to prior to the close of business on the date that is at least one (1) Business Day prior to the Payment Date, the adjustments set forth in Buyer's statement shall be final and binding on the parties effective at the close of business on the Payment Date. If Seller disputes Buyer's determinations or Buyer disputes Seller's determinations, the parties shall consult with regard to the matter and an appropriate adjustment and payment shall be made as agreed upon by the parties within thirty (30) days after the Payment Date. If such thirty (30) day consultation period expires, and the dispute has not been resolved, then the parties shall select a mutually acceptable, nationally recognized independent accounting firm that does not then have a relationship with Seller or Buyer (the "Independent Accountant"), to resolve the disagreement and make a determination with respect thereto as promptly as practicable. The determination by the Independent Accountant on the matter shall be binding. If an Independent Accountant is engaged pursuant to this Section 2.6, the fees and expenses of the Independent Accountant shall be borne by Seller and Buyer in inverse proportion as such parties may prevail on the resolution of the disagreement which proportionate

allocation also will be determined by the Independent Accountant and be included in the Independent Accountant's written report, and an appropriate adjustment and payment shall be made within three (3) Business Days of the resolution by the Independent Accountant, which resolution shall be rendered within thirty (30) days after such submission.

## **Section 2.7 Closing Date Deliveries.**

(a) At the Closing, the Seller shall deliver or cause to be delivered to the Buyer (i) a bill of sale and assignment and assumption agreement from the Seller in substantially the form of Exhibit A (the "Bill of Sale and Assignment and Assumption Agreement"), providing for the conveyance of all of the Purchased Assets (other than the Owned Real Property and the Seller FCC Authorizations) and the assumption of all of the Assumed Liabilities, (ii) an assignment of the Seller FCC Authorizations from the Seller, in substantially the form of Exhibit B (the "Assignment of the Seller FCC Authorizations"), assigning to the Buyer the Seller FCC Authorizations, (iii) a transition services agreement substantially in the form of Exhibit C (the "Transition Services Agreement"), (iv) special or limited warranty deeds (in the customary form for such jurisdiction) conveying to the Buyer the Owned Real Property, (v) motor vehicle titles for any vehicles included in the Purchased Assets, (vi) all of the documents and instruments required to be delivered by the Seller pursuant to Article VIII, (vii) specific assignment and assumption agreements duly executed by the Seller relating to any agreements included as Purchased Assets that the Buyer or the Seller have determined to be reasonably necessary to assign such agreements to the Buyer and for the Buyer to assume the Assumed Liabilities thereunder and (viii) such other documents and instruments as the Buyer has determined to be reasonably necessary to consummate the transactions contemplated hereby.

(b) At the Closing, the Buyer shall deliver to the Seller (i) the Purchase Price, (ii) the Bill of Sale and Assignment and Assumption Agreement, (iii) the Transition Services Agreement, (iv) all of the documents and instruments required to be delivered by the Buyer pursuant to Article VII, (v) specific assignment and assumption agreements duly executed by the Buyer relating to any agreements included as Purchased Assets that the Buyer or the Seller have determined to be reasonably necessary to assign such agreements to the Buyer and for the Buyer to assume the Assumed Liabilities thereunder, and (vi) such other documents and instruments as the Seller has determined to be reasonably necessary to consummate the transactions contemplated hereby.

## **Section 2.8 Further Assurances.**

(a) From time to time following the Closing, the Seller shall execute and deliver, or cause to be executed and delivered, to the Buyer such other instruments of conveyance and transfer as the Buyer may reasonably request or as may be otherwise necessary to effectively convey and transfer to, and vest in, the Buyer and put the Buyer in possession of, any part of the Purchased Assets.

(b) Without limiting Section 5.3(e), to the extent that any Station Agreement or other agreement or contract included as a Purchased Asset cannot be assigned without consent and such consent is not obtained prior to the Closing, the Seller shall use all commercially reasonable efforts to provide the Buyer the benefits of any such agreement and, if the Buyer receives benefits of such agreement, the Buyer shall perform or discharge on behalf of the Seller the obligations and liabilities under such agreement that constitute Assumed Liabilities. In addition to the Buyer's obligation pursuant to the foregoing sentence, as to any Station Agreement or other agreement or contract included as a Purchased Asset that is not effectively assigned to the Buyer as of the Closing Date but is thereafter effectively assigned to the Buyer, the Buyer shall, from and after the effective date of such assignment, assume, and shall thereafter pay, perform and discharge as and when due, all Assumed Liabilities of Seller or its Affiliates, as applicable, arising under such agreement.

(c) From time to time following the Closing, the Buyer shall execute and deliver, or cause to be executed and delivered, to the Seller such other undertakings and assumptions as the Seller may reasonably request or as may be otherwise necessary to effectively evidence the Buyer's assumption of and obligation to pay, perform and discharge the Assumed Liabilities.

**Section 2.9 Allocation of Purchase Price.** Following the Closing Date, the Seller shall provide to the Buyer an allocation of the applicable portions of the Purchase Price in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any similar provisions of state, local, or non-U.S. Law, as appropriate). The Buyer shall provide the Seller with any comments to such allocation within fifteen (15) days after the date of receipt by the Buyer, and the Buyer and the Seller shall negotiate in good faith to finalize such allocation no later than sixty (60) days prior to the earliest due date (taking into account, for these purposes, any applicable extension of a due date) for the filing of a Tax Return to which such allocation is relevant (unless the Buyer does not provide any comments within such fifteen-day period, in which case the Seller's allocation shall be deemed final). If the parties are unable to mutually agree to such allocation then the parties shall have no further obligation under this Section 2.9, and each party shall make its own determination of such allocation for financial and tax reporting purposes, which determination, for the avoidance of doubt, shall not be binding on the other party.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF THE SELLER

As an inducement to the Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, the Seller represents and warrants to the Buyer as follows:

**Section 3.1 Organization.** Each of Seller and Media General is organized, validly existing and in good standing under the laws of the State of Delaware. Each of Seller and Media General has the requisite organizational power and authority to operate the Station as now operated by it, to use the Purchased Assets as now used by it and to carry on the Business as now conducted by it.



### **Section 3.2    Authority of the Seller.**

(a)     Seller has the requisite organizational power and authority to execute and deliver this Agreement and the Ancillary Agreements to be executed and delivered by it pursuant hereto, to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

(b)     The execution, delivery and performance of this Agreement and the Ancillary Agreements by the Seller has been duly authorized and approved by all necessary organizational action on the part of the Seller and does not require any further authorization or consent on the part of the Seller. This Agreement is, and each other Ancillary Agreement when executed and delivered by the Seller will be, a legal, valid and binding agreement of the Seller, enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar Laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c)     Except for the FCC Consent, the DOJ Consent and as set forth in Schedule 3.2, none of the execution, delivery and performance by the Seller of this Agreement or the Ancillary Agreements, the consummation by the Seller of the transactions contemplated hereby or thereby or compliance by the Seller with or fulfillment by the Seller of the terms, conditions and provisions hereof or thereof will:

(i)     conflict with, result in a breach of the terms, conditions or provisions of, or constitute a Default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any Encumbrance (other than Permitted Encumbrances) upon any of the Purchased Assets under, (A) the certificate of incorporation, bylaws or other organizational documents of the Seller, (B) any Station Agreement, (C) any Governmental Permit, (D) any Law, judgment, Order, award or decree to which such Person is a party or any of the Purchased Assets is subject or by which such Person is bound, or (E) any material indenture, note, mortgage, lease, guaranty or material agreement to which the Seller or Media General, as applicable, is a party, except, in the case of each of the foregoing clauses (B), (C), (D) or (E), as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect; or

(ii)    require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third Person or any foreign, federal, state or local court or Governmental Body, except for any approval by the DOJ as may be required by any DOJ Final Judgment, and except, in any case, as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect.

**Section 3.3 Financial Statements.** Schedule 3.3 contains (a) the unaudited balance sheets of the Business as of December 31, 2015 (the “Balance Sheet Date”) and December 31, 2014, respectively, and the related statements of income for the years then ended and (b) the unaudited balance sheet (the “Balance Sheet”) of the Business as of April 30, 2016. Except as set forth in Schedule 3.3 or in the accompanying notes, each of such balance sheets and statements of income present fairly, in all material respects, the financial position and results of operations of the Business as of their respective dates and for the respective periods covered thereby, and have been prepared in accordance with Agreed Accounting Principles, consistently applied.

**Section 3.4 Operations Since Balance Sheet Date.**

(a) Except as set forth in Schedule 3.4(a), from the Balance Sheet Date, there has been no change in the financial condition or the results of operations of the Business which, individually or in the aggregate, has had or would reasonably be reasonably likely to have a Material Adverse Effect.

(b) Except as set forth in Schedule 3.4(b), from the Balance Sheet Date through the date of this Agreement, (i) the Business has been conducted in all material respects in the ordinary course other than in connection with the Merger and the process relating to the sale of the Business and (ii) there has been no Material Adverse Effect on the Business.

**Section 3.5 No Undisclosed Liabilities.** Except as set forth in Schedule 3.5, neither the Seller nor Media General, as applicable, is subject, with respect to the Business, to any liability (including unasserted claims, whether known or unknown), whether absolute, contingent, accrued or otherwise, which would be required to be disclosed on a balance sheet of the Business prepared in accordance with the Agreed Accounting Principles or the notes thereto, except for liabilities which are (a) reflected or reserved for on the Balance Sheet, (b) liabilities incurred in the ordinary course of business since the Balance Sheet Date, (c) liabilities to be performed in the ordinary course of business pursuant to the Station Agreements and other agreements included in the Purchased Assets, or (d) which, individually or in the aggregate, have not had and would not be reasonably likely to have a Material Adverse Effect.

**Section 3.6 Taxes.** Except as would not, individually or in the aggregate, reasonably be likely to have a Material Adverse Effect or set forth on Schedule 3.6, Seller and Media General have filed all (i) material Tax Returns with respect to the Business and the Purchased Assets required to be filed prior to the date hereof and all such Tax Returns were true, correct and complete in all material respects, and has paid all Taxes reflected on such Tax Returns); (ii) Seller and Media General, as applicable, are in compliance in all material respects with the provisions of the Code relating to the withholding and payment of Taxes with respect to the Business and the Purchased Assets and have, within the time and in the manner prescribed by Law, withheld from employee wages and withheld any material amounts required from any independent contractor, creditor, member or third party, and paid over to the proper Governmental Body all required amounts; and (iii) there are no Encumbrances for Taxes on any of the Purchased Assets other than Permitted Encumbrances. To the Knowledge of the Seller, (i) no Tax Return relating to the Business or the Purchased Assets is currently under audit or



examination by any Governmental Body, and (ii) there are no suits, actions, proceedings or investigations pending with respect to any material Taxes relating to the Business or the Purchased Assets.

**Section 3.7 All Assets.** Except for the Excluded Assets, the Purchased Assets constitute all the assets and properties whether tangible or intangible, whether personal, real or mixed, wherever located, that are used by the Seller or Media General, as applicable, exclusively in the operation of the Station. Each of Seller, and immediately prior to the consummation of the Merger, Media General, as applicable, has good and marketable title to, or a valid right to use, their respective material Purchased Assets free and clear of any and all Encumbrances, other than Permitted Encumbrances. The Purchased Assets together with the services to be provided by Seller or its Affiliates pursuant to the Transition Services Agreement, are sufficient to operate the Business in all material respects in the ordinary course consistent with past practice, subject to Section 5.3 and Section 5.6.

**Section 3.8 Governmental Permits; FCC Matters.**

(a) The Seller or Media General, as applicable, holds or possesses all registrations, licenses, permits, approvals and regulatory authorizations from a Governmental Body that are reasonably necessary to entitle it to own or lease, operate and use the assets of the Station and to carry on and conduct the Business substantially as conducted immediately prior to the date of this Agreement and all such permits and authorizations are valid and in full force and effect and have not been suspended, revoked, canceled or adversely modified (herein collectively called “Governmental Permits”), except for such Governmental Permits as to which the failure to so own, hold or possess would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. Schedule 3.8(a) sets forth a list of each of the Seller FCC Authorizations and antenna structure registrations applicable to the Business held by the Seller or Media General, as applicable, as of the date of this Agreement. The Seller FCC Authorizations constitute all material registrations, licenses, franchises, and permits issued by the FCC to the Seller or Media General, as applicable, in respect of the Station and held by the Seller or Media General, as applicable, as of the date of this Agreement. Seller is not subject to any FCC “red light” status.

(b) Seller or Media General, as applicable, has fulfilled and performed its obligations under each of the Governmental Permits except for noncompliance that, individually or in the aggregate, has not had and would not be reasonably likely to have a Material Adverse Effect. Each of the Governmental Permits is valid, subsisting and in full force and effect and has not been revoked, suspended, canceled, rescinded or terminated, other than those that the revocation, suspension, cancellation, rescission or termination of which, individually or in the aggregate, would not be reasonably likely to have a Material Adverse Effect.

(c) The Station is being operated in accordance with the Seller FCC Authorizations in all material respects and in compliance in all material respects with the Communications Act and all other Laws applicable to the Station. Except as disclosed in Schedule 3.8(c), there is not (i) pending, or, to the Knowledge of the Seller, threatened,

any material action or legal proceeding, other than actions or proceedings affecting broadcast television stations generally, by or before the FCC to revoke, suspend, cancel, rescind, terminate, materially adversely modify or refuse to renew in the ordinary course any Seller FCC Authorization (other than, in the case of modifications, proceedings to amend the FCC rules of general applicability), or (ii) issued or outstanding, by or before the FCC, any (A) order to show cause, (B) notice of violation, (C) notice of apparent liability or (D) order of forfeiture, in each case, against the Station, Seller or Media General with respect to the Station that has resulted or would reasonably be expected to result in any action described in the foregoing clause (i) with respect to such Seller FCC Authorizations. The Seller FCC Authorizations have been issued by the FCC for full terms customarily issued by the FCC for each class of Station, and the Seller FCC Authorizations are not subject to any condition except for those conditions appearing on the face of the Seller FCC Authorizations and conditions applicable to broadcast licenses generally. Seller and Media General, as applicable, have (i) paid or caused to be paid all FCC regulatory fees due and payable by it in respect of the Station, and (ii) timely filed all material registrations and reports required to have been filed by it with the FCC relating to the Seller FCC Authorizations.

### **Section 3.9    Real Property; Real Property Leases.**

(a)    Schedule 3.9(a) contains a brief description of all real property owned by the Seller and Media General, as applicable, as of the date of this Agreement exclusively for use in the Business (the “Owned Real Property”). Except as would not be reasonably likely to have a Material Adverse Effect, the Seller or Media General, as applicable, has good and valid title (free and clear of any Encumbrances other than Permitted Encumbrances) to the Owned Real Property.

(b)    Schedule 3.9(b) sets forth a list of each material lease or similar contract or agreement under which Seller or Media General, as applicable, is a lessee of, or occupies, exclusively for use in the Business, any real property owned by any third Person (each such lease, contract or agreement, whether or not material, a “Real Property Lease,” and the property leased under the Real Property Leases is referred to herein, together with the Owned Real Property, as the “Real Property”) that is in effect as of the date of this Agreement. Except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect, Seller or Media General, as applicable, has a valid leasehold interest in, sub leasehold interest in, or other occupancy right with respect to, the leased or occupied premises under the Real Property Leases in effect as of the date hereof.

(c)    Except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect, neither the whole nor any part of the Owned Real Property nor, to the Knowledge of the Seller, any property leased by Seller under any Real Property Lease is subject to any pending or threatened suit for condemnation or other taking by any public authority. Except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect, Seller’s or Media General’s, as applicable, use and occupancy of the Real Property complies with all regulations, codes, ordinances and statutes of all applicable Governmental Bodies.

### **Section 3.10 Intellectual Property.**

(a) Schedule 3.10(a) contains a list of all patents and patent applications, trademark, service mark and copyright registrations and applications for registration, and internet domain name registrations, in each case, that are included in the Purchased Intellectual Property. To the Knowledge of the Seller, (i) each material registration included in the Purchased Intellectual Property is valid and enforceable and (ii) each material registration and pending application included in the Purchased Intellectual Property is subsisting.

(b) To the Knowledge of the Seller, the Business is not infringing, misappropriating or otherwise violating in any material respect any Intellectual Property owned by any third party.

(c) Except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect, to the Knowledge of the Seller, there are no actions, suits or proceedings by or before any court or any Governmental Body which are pending or, to the Knowledge of the Seller, threatened regarding or disputing the ownership, registrability or enforceability, or use by the Seller or Media General, as applicable, of any Purchased Intellectual Property, other than the review of pending patent and trademark applications by applicable Governmental Bodies. Neither Seller nor Media General, as applicable, is a party to any outstanding Order that restricts, in a manner material to the Business, the use or ownership of any Purchased Intellectual Property.

**Section 3.11 Title to Tangible Personal Property.** Except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect, Seller and Media General, as applicable, have good and valid title or a valid right to use all of the material Tangible Personal Property included in the Purchased Assets free and clear of all Encumbrances, except for Permitted Encumbrances.

**Section 3.12 Employees.** Schedule 3.12 contains (a) a list of all full-time, part-time and per diem employees of the Seller and Media General, as applicable, as of the date of this Agreement whose employment relates exclusively to the Business, including (and designating as such) any such employee who is an inactive employee on paid or unpaid leave of absence, and (b) a list of the date of employment, current title, and annual or hourly compensation and commission or bonus program (if applicable). Seller shall update Schedule 3.12(a) ten (10) Business Days prior to Closing, and such update shall also include with respect to each employee accrued vacation time and accrued sick leave.

### **Section 3.13 Employee Relations.**

(a) Neither Seller nor Media General, as applicable, is a party to any labor agreement or collective bargaining agreement in respect of the Station or covering any Employee as of the date hereof.

(b) Except as disclosed on Schedule 3.13, as of the date of this Agreement, no unfair labor practice charge against the Seller or Media General, as applicable, in respect of the Station is pending or, to the Knowledge of the Seller, threatened before the

National Labor Relations Board, any state labor relations board or any court or tribunal. As of the date of this Agreement, there is no material strike, other material labor dispute pending or, to the Knowledge of the Seller, threatened in respect of the Station.

(c) During the ninety (90) day period prior to the date of this Agreement Seller or Media General, as applicable, has not terminated any employees whose employment was related exclusively to the Business.

**Section 3.14 Contracts.** Except as set forth on Schedule 3.14, as of the date of this Agreement, neither Seller nor Media General, as applicable, is subject to or bound by:

(a) any contract for the purchase, sale, license or lease of material assets used or to be used exclusively in the Business, outside of the ordinary course of business entered into since January 1, 2012;

(b) any programming agreement relating to the Business under which Seller or Media General would reasonably be expected to make annual payments of \$150,000 or more during any twelve (12) month period;

(c) any retransmission consent agreement with any MVPDs with more than 25,000 paid subscribers with respect to the Station (each, a “Retransmission Agreement”);

(d) any contract or agreement that is a “local marketing agreement” or time brokerage agreement, joint sales agreement, shared services agreement, management services agreement, local news sharing agreement or similar contract exclusively related to the Business;

(e) any partnership, joint venture or other similar contract or agreement exclusively related to the Business;

(f) any network affiliation agreement;

(g) any contract or agreement for capital expenditures with respect to the Business for an amount in excess of \$150,000 during any twelve (12) month period or the remaining term of such contract;

(h) any material Employment Agreement;

(i) any Real Property Lease;

(j) any contract (other than any contract of the type described in clauses (a) through (i) above) that exclusively relates to the Business that is not terminable by the Seller or Media General, as applicable, without penalty on ninety (90) days’ notice or less and which is reasonably expected to involve the payment by the Seller or Media General,

as applicable, after the date hereof of more than \$100,000 during any twelve month period or the remaining term of such contract.

**Section 3.15 Status of Contracts.** Except (a) as set forth on Schedule 3.15 or (b) as, individually or in the aggregate, has not had and would not be reasonably likely to have a Material Adverse Effect with respect to each of the leases, contracts and other agreements listed in Schedule 3.14 (collectively, the “Station Agreements”) other than the network affiliation agreements, the Station Agreements constitute valid and binding obligations of the Seller or Media General, as applicable, and, to the Knowledge of the Seller, the other parties thereto, and is in full force and effect (in each case, subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law)). Except as, individually or in the aggregate, has not had and would not be reasonably likely to have a Material Adverse Effect, (i) the Seller or Media General, as applicable, is not in breach of, or default under, any Station Agreement (other than any network affiliation agreement) and, to the Knowledge of the Seller, no other party to any Station Agreement (other than a network affiliation agreement) is in breach of, or default under, any Station Agreement, and (ii) to the Knowledge of the Seller, no event has occurred which would result in a breach of, or default under, any Station Agreement (other than a network affiliation agreement) (in each case, with or without notice or lapse of time or both). Each network affiliation agreement constituting a Station Agreement constitutes a valid and binding obligation of the Seller or Media General, as applicable, and, to the Knowledge of the Seller, the other parties thereto, and is in full force and effect. Seller or Media General, as applicable, is not in material breach of, or default under, any network affiliation agreement constituting a Station Agreement and, to the Knowledge of the Seller, no other party to any network affiliation agreement constituting a Station Agreement is in material breach of, or default under, any such network affiliation agreement, and (ii) to the Knowledge of the Seller, no event has occurred which would result in a material breach of, or default under, any network affiliation agreement that constitutes a Station Agreement (in each case, with or without notice or lapse of time or both). Copies of each of the Station Agreements, together with all amendments thereto, have heretofore been made available to the Buyer by the Seller or Media General, as applicable. To the Knowledge of the Seller, no party to any of the Station Agreements has made or asserted in writing any defense, setoff or counterclaim under any of those Station Agreements or has exercised any option granted to it to cancel or terminate its Station Agreements or to shorten the term of its Station Agreements.

**Section 3.16 No Violation, Litigation or Regulatory Action.** Except as set forth in Schedule 3.16:

(a) Seller and Media General, as applicable, are in compliance in all material respects with all Laws and Orders which are applicable to the Purchased Assets, the Station or the Business; and

(b) Since January 1, 2016 and through the date of this Agreement, Seller and Media General, as applicable, have not received any written or to the Knowledge of the Seller, other notice of material violation of any applicable Laws; and

(c) As of the date of this Agreement, except for threatened actions, suits or proceedings in connection with the transactions contemplated by the Merger, there are no material actions, suits or proceedings by or before any court or any Governmental Body which are pending or, to the Knowledge of the Seller, threatened against Seller or Media General, as applicable, in respect of the Purchased Assets, any Station or the Business.

**Section 3.17 Insurance.** Seller and Media General, as applicable, maintain, in respect of the Purchased Assets, the Stations and the Business, policies of fire and extended coverage and casualty, liability and other forms of insurance in such amounts and against such risks and losses as are in the judgment of the Seller and Media General, as applicable, prudent for the Business. Except as set forth in Schedule 3.17 with respect to the Business, there are no outstanding claims under any insurance policy or default with respect to provisions in any such policy which claim or default, individually or in the aggregate, would be reasonably likely to have a Material Adverse Effect.

**Section 3.18 Employee Plans; ERISA.**

(a) Schedule 3.18 sets forth a list of each Employee Plan in effect as of the date of this Agreement. A true and correct copy of the summary plan description (or other written summary of the material terms) for each such Employee Plan has been made available to the Buyer.

(b) All Employee Plans are in material compliance with the provisions of their terms, ERISA, the Code and other applicable Laws and the rules and regulations promulgated thereunder to the extent that ERISA, the Code and other applicable Laws and such rules and regulations are intended to apply.

(c) Each Employee Plan which is intended to be tax-qualified under Section 401(a) of the Code has received a favorable determination or opinion letter from the Internal Revenue Service.

**Section 3.19 Environmental Protection.** Except as set forth in Schedule 3.19:

(a) As of the date of this Agreement, the Business is in compliance with all Environmental Laws, except where the failure to comply would not be reasonably likely to have a Material Adverse Effect;

(b) Seller and Media General, as applicable, have, in respect of the Business, obtained all Governmental Permits required under Environmental Law necessary for its operation, except for such Governmental Permits as to which the failure to so own, hold or possess would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. Seller and Media General, as applicable, are in compliance with all terms and conditions of such Governmental Permits, except where the failure to comply would not be reasonably likely to have a Material Adverse Effect;

(c) Seller and Media General, as applicable, with respect to the Business, are not the subject of any pending or, to the Knowledge of the Seller, threatened action, claim, complaint, investigation or notice of noncompliance or potential responsibility or



other proceedings alleging any failure of the Business to comply with, or liability of the Business under, any Environmental Law, except where the failure to comply would not be reasonably likely to have a Material Adverse Effect; and

(d) To the Knowledge of the Seller, there has been no Release of Hazardous Materials at, under, about or from any Real Property reasonably expected to require Seller or Media General, as applicable, to conduct any investigation, remediation or other response action, or incur Losses, under Environmental Law, except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect.

**Section 3.20 MVPD Matters.** Schedule 3.20 contains, as of the date hereof, (i) a list of each Station Retransmission Agreement existing as of the date hereof to which Seller or Media General is a party with any MVPD that has more than 25,000 paid subscribers in the Station's Market, and (ii) a list of the MVPDs that, to the Knowledge of the Seller, carry the Station and have more than 25,000 paid subscribers with respect to the Station outside of the Station's Market. The Seller or Media General, as applicable, has entered into Retransmission Agreements with respect to each MVPD that has more than 25,000 paid subscribers in the Station's Market, and, to the Knowledge of the Seller, as of the date of this Agreement, no MVPD is retransmitting the signal of the Station without the authorization of Seller or Media General, as applicable. Except as set forth on Schedule 3.20, no MVPD has notified Seller, or to Seller's Knowledge, Media General, that it has declined or threatened in writing to decline such carriage. To the Seller's Knowledge, no MVPD has petitioned the FCC to modify the Station's television market, the grant of which petition would result in the Station no longer having "must carry" rights with respect to such cable system.

**Section 3.21 No Finder.** Neither Seller nor Media General is obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement for which the Buyer may become liable.

## **ARTICLE IV**

### **REPRESENTATIONS AND WARRANTIES OF THE BUYER**

As an inducement to the Seller to enter into this Agreement and to consummate the transactions contemplated hereby, the Buyer represents and warrants to the Seller as follows:

**Section 4.1 Organization.** Each of the Buyer and the Buyer Guarantor is organized, validly existing and in good standing under the laws of the state of its organization. Each of the Buyer and the Buyer Guarantor has the requisite organizational power and authority to own, lease and operate the properties and assets used in connection with its business as currently being conducted or to be acquired pursuant hereto.

**Section 4.2 Authority of the Buyer.**

(a) Each of the Buyer and the Buyer Guarantor has the requisite organizational power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by the Buyer or the Buyer Guarantor, as applicable, pursuant hereto (collectively, the "Buyer Ancillary

Agreements”), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

(b) The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements by each of the Buyer and the Buyer Guarantor have been duly authorized and approved by all necessary organizational action on the part of the Buyer, the Buyer Guarantor and their Affiliates and do not require any further authorization or consent on the part of the Buyer, the Buyer Guarantor or any of their Affiliates. This Agreement is, and each other Buyer Ancillary Agreement when executed and delivered by the Buyer, the Buyer Guarantor or any of their Affiliates and the other parties thereto will be, a legal, valid and binding agreement of the Buyer, the Buyer Guarantor or such Affiliates party thereto, enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar Laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) Except for the FCC Consent, the DOJ Consent and as set forth in Schedule 4.2, none of the execution, delivery and performance by the Buyer or the Buyer Guarantor of this Agreement, or by the Buyer, the Buyer Guarantor or any of their Affiliates, as applicable, of the Buyer Ancillary Agreements to which it is a party, the consummation by the Buyer, the Buyer Guarantor or their Affiliates, as applicable, of the transactions contemplated hereby or thereby or compliance by the Buyer, the Buyer Guarantor or any Affiliates, as applicable, with or fulfillment by the Buyer, the Buyer Guarantor or their Affiliates, as applicable, of the terms, conditions and provisions hereof or thereof will:

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a Default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any Encumbrance upon any assets of the Buyer under, (A) the certificate of incorporation, bylaws or other organizational documents of the Buyer or the Buyer Guarantor, or (B) any material indenture, note, mortgage, lease, guaranty or material agreement, or any judgment, Order, award or decree, to which the Buyer, the Buyer Guarantor or any of their Affiliates is a party; or

(ii) require the approval, consent, authorization or act of, or the making by the Buyer, the Buyer Guarantor or any of their Affiliates of any declaration, filing or registration with, any third Person or any foreign, federal, state or local court, governmental or regulatory authority or body, except for any approval by the DOJ as may be required by any DOJ Final Judgment.

**Section 4.3 Litigation.** None of the Buyer, the Buyer Guarantor or any of their Affiliates is a party to any action, suit or proceeding pending or, to the knowledge of the Buyer, threatened which, if adversely determined, would reasonably be expected to restrict the ability of



the Buyer to consummate promptly the transactions contemplated by this Agreement. There is no Order to which the Buyer, the Buyer Guarantor or any of their Affiliates is subject which would reasonably be expected to restrict the ability of the Buyer or the Buyer Guarantor to consummate promptly the transactions contemplated by this Agreement.

**Section 4.4 No Finder.** None of the Buyer, the Buyer Guarantor or any of their Affiliates, or any party acting on any of their behalf has paid or become obligated to pay any fee or commission to any broker, finder or intermediary for or on account of the transactions contemplated by this Agreement.

**Section 4.5 Qualifications as FCC Licensee.** The Buyer is legally, financially and otherwise qualified to be the licensee of, and to acquire, own, operate and control the Station under the Communications Act, including the provisions relating to media ownership and attribution, foreign ownership and control, and character qualifications. There are no facts or circumstances that would, under the Communications Act or any other applicable Laws, (i) disqualify the Buyer as the assignee of the Seller FCC Authorizations with respect to the Station or as the owner and operator of the Station, (ii) delay the FCC's processing of the FCC Applications or (iii) cause the FCC to impose a material condition or conditions on its granting of the FCC Consent. No waiver of or exemption from, whether temporary or permanent, any provision of the Communications Act, or any divestiture or other disposition by the Buyer or any of their respective Affiliates of any asset or property, is necessary for the FCC Consent to be obtained under the Communications Act.

**Section 4.6 Financial Capacity; Solvency.** The Buyer, upon receipt of the Financing, will have as of the Closing Date on hand (or access through committed credit facilities to) adequate funds to perform all of its obligations under this Agreement (including, but not limited to, payment of the Purchase Price and all fees and expenses required to be paid by Buyer in connection with the transactions contemplated by this Agreement), and, as of the date hereof there is no fact or circumstance that, individually or in the aggregate with all other facts and circumstances, is reasonably expected to prevent or delay the availability of such funds at the Closing. The Buyer is Solvent as of the date of this Agreement and will, immediately after giving effect to all of the transactions contemplated by this Agreement, including receipt of the financing, the payment of the Purchase Price and all other amounts required to be paid, borrowed or refinanced in connection with the consummation of the transactions contemplated by this Agreement and all related fees and expenses, be Solvent at and after the Closing Date.

**Section 4.7 Financing.**

(a) Buyer has delivered to Seller true, correct and complete copies of commitment letters (and any fee letters, subject to redaction solely of fee amounts, pricing caps and other economic provisions customarily redacted in connection with agreements of this type related thereto) from (i) Bank of America, N.A. (the "Lender"; and such commitment letter, the "Debt Commitment Letters"), pursuant to which Lender has agreed, subject only to the terms and conditions set forth therein, to provide debt financing in the amount set forth therein for the transactions contemplated by this Agreement (the "Debt Financing") and (ii) MSouth Equity Partners III, L.P. (the "Equity Investor," and its commitment letter, the "Equity Commitment Letter," and together with

the Debt Commitment Letters, the “Commitment Letters”), pursuant to which the Equity Investor has committed to invest in Buyer, subject only to the terms and conditions set forth therein, the amount set forth therein (the “Equity Financing,” and together with the Debt Financing, and any alternative financing arrangements that Buyer pursues in accordance with Section 5.7, the “Financing”). As of the date hereof, the Commitment Letters (a) are in full force and effect without amendment or modification, (b) are the valid and binding obligations of the Buyer and, to the Buyer’s knowledge, each other party thereto, and enforceable in accordance with their terms (subject to applicable bankruptcy, moratorium, insolvency, reorganization or other similar Laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law)) (c) include all material terms relating to the Financing, (d) have not been modified, amended, altered, withdrawn or rescinded in any respect, and (e) all commitment fees required to be paid thereunder have been paid or will be paid in full when due. Except as expressly set forth in the Commitment Letters, there are no other conditions to the consummation of the Financing or any contingencies that would permit the Lender or the Equity Investor to reduce the total amount of the Financing. Buyer has no reason to believe that any condition to the Commitment Letters will not be satisfied or waived prior to the Closing Date, nor does Buyer have knowledge that either the Lender or the Equity Investor will not perform its obligations thereunder.

(b) As of the date hereof, to the knowledge of the Buyer, no event has occurred that, with or without notice, lapse of time, or both, would reasonably be expected to constitute a default or breach or a failure to satisfy a condition precedent on the part of the Buyer under the terms and conditions of the Commitment Letters. Buyer has paid in full any and all commitment fees or other fees required to be paid pursuant to the terms of the Commitment Letters on or before the date of this Agreement, and will pay in full any such amounts arising under the Commitment Letters as and when they become payable. None of the Commitment Letters has been modified, amended or altered as of the date hereof and none of the respective commitments under any of the Commitment Letters have been withdrawn or rescinded in any respect.

(c) In no event shall the receipt or availability of any funds or financing (including, for the avoidance of doubt, the Financing) by the Buyer or any Affiliate or any other financing or other transactions be a condition to any of the Buyer’s obligations hereunder.

(d) Concurrently with the execution of this Agreement, the Buyer Guarantor has delivered to the Seller the limited guaranty of the Buyer Guarantor, dated as of the date hereof, guarantying the payment of the Termination Fee in accordance with Section 10.3. The limited guaranty of the Buyer Guarantor is in full force and effect and is a valid and binding obligation of the Buyer Guarantor, enforceable against the Buyer Guarantor in accordance with its terms (subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws affecting creditors’ rights generally and general principles of equity) and no event has occurred which, with or without notice, lapse of time or both, could constitute a default on the part of the Buyer Guarantor under such Guaranty.

**Section 4.8    No Overlapping Assets.** Buyer and its Affiliates do not have, and will not have as of the Closing Date, total or partial ownership or control of or investments in, nor are Buyer or its Affiliates party to a co-operative agreement, including, but not limited to, shared services agreements, joint sales agreements, and similar arrangements, with any television broadcast assets or businesses in the Markets where the Stations operate (i.e., Rochester, MN-Mason City, IA-Austin, MN; Ft. Wayne, IN; Terre Haute, IN; Lafayette, IN; and St. Joseph, MO).

## **ARTICLE V**

### **ACTION PRIOR TO THE CLOSING DATE**

The respective parties hereto covenant and agree to take the following actions between the date hereof and the Closing Date:

**Section 5.1    Access to the Business.** Upon the written request of the Buyer, the Seller shall, and shall use reasonable efforts to cause (including by enforcing its rights under the Merger Agreement) Media General to afford to the officers and authorized representatives of the Buyer (including independent public accountants, attorneys and consultants; provided that Seller shall be given a reasonable opportunity to participate in any meetings or other discussions with such independent public accountants) reasonable access during normal business hours, and upon reasonable prior notice, to the offices, properties, employees and business and financial records of the Business to the extent reasonably necessary for Buyer's transition planning and shall furnish to the Buyer or its authorized representatives such additional information concerning the Business as shall be reasonably requested to the extent reasonably necessary for Buyer's transition planning; provided, however, that the Seller and Media General shall not be required to violate any obligation of confidentiality or other obligation under applicable Law to which the Seller or Media General is subject in discharging its obligations pursuant to this Section 5.1. The Buyer agrees that any such access shall be conducted in such a manner as not to interfere unreasonably with the operations of the Business, Media General or the Seller. Notwithstanding the foregoing, Seller shall not be required to (and shall not be required to cause Media General to) (i) take any action which would constitute a waiver of attorney-client or other privilege or would compromise the confidential information of the Seller or Media General not related to the Business; (ii) supply the Buyer with any information which, in the reasonable judgment of the Seller or Media General, the Seller or Media general, as applicable, is under a contractual or legal obligation not to supply; (iii) permit the Buyer or any of its Affiliates to conduct any sampling of soil, sediment, groundwater, surface water or building material without the prior written consent of Seller; or (iv) execute or deliver any certificate, document, instrument or agreement that is effective prior to the Closing or agree to any change or modification of any existing certificate, document, instrument or agreement that is effective prior to the Closing. Any information disclosed to the Buyer by the Seller or Media general under this Section 5.1 shall be held in accordance with the Confidentiality Agreement, dated as of February 23, 2016 (the "Confidentiality Agreement"), by and between Seller and Buyer.

## **Section 5.2    Notification of Certain Matters.**

(a)     The Buyer or the Buyer Guarantor, on the one hand, and the Seller, on the other hand, shall promptly notify the other upon becoming aware of any material breach of any representation or warranty contained in this Agreement including, in the case of the Buyer or the Buyer Guarantor, upon any of their officers, employees or authorized representatives becoming aware of such a breach as a result of the access to the Business permitted by Section 5.1.

(b)     Each party shall promptly notify the other of any action, suit or proceeding that shall be instituted or threatened against such party to restrain, prohibit or otherwise challenge the legality of any transaction contemplated by this Agreement. The Seller shall promptly notify the Buyer and the Buyer Guarantor, and the Buyer and the Buyer Guarantor shall promptly notify the Seller, of any lawsuit, claim, proceeding or investigation that may be threatened, brought, asserted or commenced against the other which would have been listed in Schedule 3.16 or would be an exception to Section 4.3 if such lawsuit, claim, proceeding or investigation had arisen prior to the date hereof.

## **Section 5.3    FCC Consent; DOJ Consent; Other Consents and Approvals.**

(a)     As promptly as practicable after the date hereof, but in any event no later than five (5) Business Days hereafter, the Buyer and its Affiliates, as applicable, shall file, and the Seller shall, and shall use commercially reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General or its Affiliates to file, with the FCC the necessary applications requesting its consent to the Assignment of the Seller FCC Authorizations to the Buyer, as contemplated by this Agreement (the "FCC Applications"). The Seller shall, and shall use commercially reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General and its Affiliates to, and the Buyer shall, or shall cause its Affiliates to, cooperate in the preparation of such applications and will diligently take, or cooperate in the taking of, all necessary, desirable and proper steps, provide any additional information required by the FCC and shall use commercially reasonable efforts to obtain promptly the FCC Consent; provided, however, that the parties hereto acknowledge and agree that Seller, Media General or their respective Affiliates may take various actions related to obtaining necessary approvals for the Merger and to consummate the Merger, including amending the FCC Applications (which may affect the timing of FCC action with respect to the FCC Applications), and such actions shall not be deemed a violation of this obligation. The Seller, on the one hand, and the Buyer, on the other hand, shall bear the cost of FCC filing fees relating to the FCC Applications equally. The Buyer and the Seller shall (including, in the case of Seller, by using commercially reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General to) oppose any petitions to deny or other objections filed with respect to the FCC Applications to the extent such petition or objection relates to any such party. Neither Seller nor Buyer shall, and each shall cause its Affiliates not to, take (and, in the case of Seller, shall use commercially reasonable efforts (including by enforcing its rights under the Merger Agreement) to prevent Media General and its Affiliates from) 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; provided, however, that the parties hereto acknowledge and agree that the Seller, Media General and their respective Affiliates may take various actions related to obtaining necessary approvals for the Merger and to consummate the Merger, including amending the FCC Applications (which may affect the timing of FCC action with respect to the FCC Applications), and such actions shall not be deemed a violation of this obligation. The parties agree that they will cooperate to amend the FCC Applications as may be necessary or required to reflect the consummation of the Merger or to otherwise obtain the timely grant of the FCC Consent. As may reasonably be necessary to facilitate the grant of the FCC Consent, in the event that in order to obtain the FCC Consent in an expeditious manner, it is necessary for the Buyer or any of its Affiliates to enter into a customary assignment, assumption, tolling, or other similar arrangement with the FCC to resolve any complaints with the FCC relating to the Station, the Buyer shall enter, or cause its Affiliates, as applicable, to enter, into such a customary assignment, assumption, tolling or other arrangement with the FCC.

(b) As promptly as practicable after the date hereof, but in any event no later than five (5) Business Days thereafter, to the extent required by applicable Laws, the Seller and the Buyer shall file (and, in the case of Seller, shall use commercially reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General and its Affiliates to file), and shall cause their respective Affiliates to file (if necessary), with the FTC and the Antitrust Division of the DOJ any notifications and other information required to be filed with such commission or department under the HSR Act, or any rules and regulations promulgated thereunder, with respect to the transactions contemplated by this Agreement, and shall request early termination of the waiting period thereunder. Each of the Seller and the Buyer shall file (and, in the case of Seller, shall use reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General and its Affiliates to file), and shall cause their respective Affiliates to file, as promptly as practicable such additional information as may be requested to be filed by such commission or department. The Seller and the Buyer shall bear the cost of any filing fees payable under the HSR Act in connection with the notifications and information described in this Section 5.3(b) equally.

(c) Subject to the terms and conditions herein, the Seller and the Buyer shall use their respective commercially reasonable efforts to consummate and make effective the transactions contemplated hereby and to cause the conditions set forth in Article VII and Article VIII to be satisfied as promptly as reasonably practicable after the date hereof, including (i) in the case of the Buyer, the obtaining of all necessary consents, approvals, waivers and authorizations of, actions or nonactions by, and making all required filings and submissions with, any Governmental Body or any third party required in connection with the transactions contemplated by this Agreement, (ii) cooperating with each other in (A) determining which filings are required to be made prior to the Closing with, and which consents, approvals, permits, notices or authorizations are required to be obtained prior to Closing from, Governmental Bodies or third parties in connection with the execution and delivery of this Agreement and related agreements, and consummation of the transactions contemplated hereby and thereby and (B) timely making all necessary filings and timely seeking all consents, approvals,



permits, notices or authorizations, (iii) the defending of any lawsuits or other legal proceedings, whether judicial or administrative, challenging this Agreement or the consummation of the transactions performed or consummated by such party in accordance with the terms of this Agreement, including seeking to have any stay or temporary restraining order entered by any court or other Governmental Body vacated or reversed and (iv) taking, or causing to be taken (including, in the case of Seller, by using reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General to take or cause to be taken), all other actions and doing, or causing to be done, and cooperating with each other in order to do, all other things necessary or appropriate to consummate the transactions contemplated hereby as soon as practicable; provided, however, that the parties hereto acknowledge and agree that Seller, Media General and their respective Affiliates may take various actions related to obtaining necessary approvals for the Merger and to consummate the Merger, including amending the FCC Applications (which may affect the matters referred to in clauses (ii), (iii) and (iv) above), and such actions shall not be deemed a violation of this obligation. The Buyer agrees not to, and shall cause its Affiliates not to, take any action that would reasonably be expected to materially delay, materially impede or prevent receipt of the Governmental Consents.

(d) In furtherance of and without limiting the generality of the foregoing, the Buyer shall, and shall cause its Affiliates to, (i) use their respective commercially reasonable efforts to (x) obtain DOJ Consent and approval of the transactions by the DOJ or the FTC as required under the HSR Act (if necessary) and any DOJ Final Judgment, including, if the DOJ notifies, orally or in writing, the Seller, the Buyer, or Media General that this Agreement and the transactions contemplated hereby are not acceptable unless certain language of this Agreement is modified, the Buyer shall use its commercially reasonable efforts to make without undue delay any such modifications, and (y) take promptly any and all steps necessary to avoid or eliminate each and every impediment and obtain all consents under any Antitrust, competition or communications or broadcast Laws that may be required by any U.S. federal, state or local antitrust or competition Governmental Body, or by the FCC or similar Governmental Body, in each case with competent jurisdiction or by any DOJ Final Judgment, so as to enable the parties to close the transactions contemplated by this Agreement as promptly as practicable, (ii) vigorously contest (x) any actions, arbitrations, litigations, suits or other civil or criminal proceedings brought, or threatened to be brought, by any Governmental Body or any other Person seeking to enjoin, restrain, prevent, prohibit or make illegal the consummation of any of the transactions contemplated hereby or seeking damages or to impose any terms or conditions in connection with the transactions contemplated hereby that would have a Material Adverse Effect on the transactions contemplated hereby, and (y) any Order that enjoins, restrains, prevents, prohibits or makes illegal the consummation of any of the transactions contemplated hereby or imposes any damages, terms or conditions in connection with the transactions contemplated hereby and (iii) resolve any objections any Governmental Body may assert under any applicable Law with respect to the transactions contemplated by this Agreement and to obtain any clearance required under the HSR Act, any DOJ Final Judgment or broadcast Laws or any objection that any other third party relating to the obtaining of any consent, approval, waiver or authorization required from such third party in connection with the transactions

contemplated by this Agreement or any other approval, consent or authorization necessary under applicable Law for the consummation of the transactions contemplated hereby. Notwithstanding anything else contained herein, the provisions of this Section 5.3 shall not be construed to require Buyer to undertake any efforts or to take any action if the taking of such efforts or action is or would reasonably be expected to result (after giving effect to any reasonably expected proceeds of any divestiture or sale of assets) in a Material Adverse Effect on either Buyer or the Business, as applicable.

(e) The Seller and the Buyer shall, and shall cause their respective Affiliates to, (including, in the case of Seller, by using reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General and its Affiliates to) use commercially reasonable efforts to obtain all consents and amendments from the parties to the Station Agreements which are required by the terms thereof or this Agreement for the consummation of the transactions contemplated by this Agreement; provided, however, that neither the Seller, the Buyer, Media General nor any of their respective Affiliates shall have any obligation to offer or pay any consideration in order to obtain any such consents or amendments, including, with respect to the Seller, Media General and their respective Affiliates, any obligation to amend, modify or otherwise alter the terms of any contract or agreement with any such party that is not included in the Purchased Assets or, insofar as any Multi-Station Contract relates to Other Seller Stations (as such terms are defined in Section 5.6), the terms thereof relating to Other Seller Stations; and provided, further, that the parties acknowledge and agree that such third party consents are not conditions to Closing, except for the certain third party consent applicable to the Station set forth on Schedule 5.3(e) (the “Required Consents”).

#### **Section 5.4    Operations of the Station Prior to the Closing Date.**

(a) Prior to the Closing Date, except as approved by the Buyer (which approval shall not be unreasonably withheld, delayed or conditioned), the Seller (x) shall and prior to the Merger Closing Date shall use its commercially reasonable efforts to cause (including by enforcing its rights under the Merger Agreement) Media General and its Affiliates to, and (y) following the Merger Closing Date shall, and shall cause its Affiliates to, use its commercially reasonable efforts to operate and carry on the Business in all material respects in the ordinary course of the Business, and to the extent consistent therewith (i) continue to promote and conduct advertising on behalf of the Station at levels substantially consistent with past practice, (ii) keep and maintain the Purchased Assets in good operating condition and repair (wear and tear in ordinary usage excepted), (iii) maintain the business organization of the Station intact, and (iv) preserve the goodwill of the suppliers, contractors, licensors, employees, customers, distributors and others having business relations with the Business.

(b) Notwithstanding Section 5.4(a) and subject to Section 6.3 regarding control of the Station, except (w) as expressly contemplated by this Agreement, (x) as set forth in Schedule 5.4(b), (y) as required by applicable Laws or by any Governmental Body of competent jurisdiction, or (z) with the prior written consent of the Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), the Seller (i) shall not and prior to the Merger Closing Date, shall use its commercially reasonable efforts to

cause Media General and its Affiliates (including by enforcing the Seller's rights under the Merger Agreement) not to (provided that prior to the Merger Closing Date, in seeking the Buyer's consent hereunder, Media General may email the Buyer directly), and (ii) following the Merger Closing Date, shall not, and shall cause each of its Affiliates not to, in respect of the Station:

(i) other than in the ordinary course of Business, enter into any contract or commitment that would be binding on the Buyer after the Closing Date and that involves the payment or potential payment by a Station of more than \$150,000 per annum individually or the payment by one or more Stations of more than \$500,000 per annum in the aggregate;

(ii) other than those capital expenditures listed in Schedule 5.4(b)(ii), make or authorize any new capital expenditures, other than capital expenditures to address exigent circumstances or that do not exceed \$150,000 individually or \$500,000 in the aggregate;

(iii) sell, lease (as lessor), transfer or otherwise dispose of or mortgage or pledge, or impose or suffer to be imposed any Encumbrance on, any of the material assets or properties relating to the Purchased Assets, other than the sale, lease (as lessor), transfer or other disposal of property in the ordinary course of the Business or pursuant to existing contracts or commitments, and other than Permitted Encumbrances;

(iv) fail to use all commercially reasonable efforts to maintain in full force and effect in accordance with their respective terms and conditions, any of the material Seller FCC Authorizations, or to not take or fail to take any action that could reasonably be expected to cause the FCC or any other Governmental Body to institute proceedings for the suspension, revocation or adverse modification of any of the material Seller FCC Authorizations in any material respect;

(v) other than in the ordinary course of the Business, enter into any new, or materially modify the terms of any existing, Employment Agreement with any Employee whose annual compensation would exceed \$150,000 after giving effect to such action;

(vi) in respect of the Business, materially change any accounting period or change in any material respect its accounting methods (or underlying assumptions), principles or practices affecting its assets, liabilities or business, in each case, in effect on the date hereof, except as required by changes in applicable Law;

(vii) materially increase the annual cash compensation of the Employees, other than increases in compensation in accordance with normal compensation practices and consistent with past compensation practices of Employees whose annual compensation would not exceed \$150,000 after giving effect to any such increase and it being agreed that the granting of annual cash



incentive bonus awards in the ordinary course shall not constitute an increase in compensation for purposes hereof;

(viii) amend, modify, terminate or waive any material right under any Station Agreement other than in the ordinary course of business consistent with past practice; and

(ix) agree or commit to do any of the foregoing.

**Section 5.5 Public Announcement.** Neither the Seller, Buyer nor any of their Affiliates shall, (and Seller will use reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General not to) without the approval of the other, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such party shall be so obligated by Laws or by the rules, regulations or policies of any national securities exchange or association.

**Section 5.6 Multi-Station Contracts.** Schedule 5.6 contains a list as of the date hereof of material contracts and agreements which are included in the Purchased Assets and to which one or more television stations, other than the television stations set forth in the second recital of this Agreement, of the Seller or Media General (an “Other Seller Station”) is party to, or has rights or obligations thereunder (any such contract or agreement, a “Multi-Station Contract”). The rights and obligations under the Multi-Station Contracts that are assigned to and assumed by Buyer (and included in the Purchased Assets and Assumed Liabilities, as the case may be) shall include only those rights and obligations under such Multi-Station Contracts that are applicable to the Station. The rights of each Other Seller Station with respect to such contract or agreement and the obligations of each Other Seller Station to such contract or agreement shall not be assigned to and assumed by Buyer (and shall be Excluded Assets and Excluded Liabilities, as applicable). For purposes of determining the scope of the rights and obligations of the Multi-Station Contracts, the rights and obligations under each Multi-Station Contract shall be equitably allocated among (1) the Station, on the one hand, and (2) the Other Seller Stations, on the other hand, in accordance with the following equitable allocation principles:

(a) any allocation set forth in the Multi-Station Contract shall control;

(b) if there is no allocation in the Multi-Station Contract as described in clause (a) hereof, then any reasonable allocation previously made by the Seller or Media General in the ordinary course of business shall control;

(c) if there is no reasonable allocation as described in clause (b) hereof, then then reasonable accommodation (to be determined by mutual good faith agreement of the Seller and Buyer) shall control.

(d) subject to any applicable third-party consents, such allocation and assignment with respect to any Multi-Station Contract shall be effectuated, at the election of the Seller, by termination of such Multi-Station Contract in its entirety with respect to the Station and the execution of new contracts with respect to the Station or by an assignment to and assumption by Buyer of the related rights and obligations under such

Multi-Station Contract. The parties shall use commercially reasonable efforts to obtain any such new contracts or assignments to, and assumptions by, Buyer in accordance with this Section 5.6; provided, that, completion of documentation of any such allocation under this Section 5.6 is not a condition to Closing.

## **Section 5.7    Financing.**

(a) Buyer shall use commercially reasonable efforts to (i) arrange and obtain the Financing on the terms and conditions described in the Commitment Letters; (ii) negotiate and finalize definitive agreements with respect thereto on the terms and conditions contained in the Commitment Letters (including, as necessary, “flex” provisions); (iii) satisfy on a timely basis all conditions applicable to Buyer or the Business in such definitive agreements that are within its control and complying with its obligations thereunder; (iv) consummate the Financing no later than the Closing Date; and (v) enforce its rights under the Commitment Letters in order to cause Financing Sources to comply with their obligations, including to fund the applicable Financing required to consummate the Closing and (vi) pay related fees and expenses of Buyer in accordance with the Commitment Letters. Notwithstanding the foregoing: (x), Buyer shall not be prohibited from obtaining and consummating financing on terms other than those contemplated by the Commitment Letters so long as such terms do not adversely affect (including with respect to timing) the ability of Buyer to consummate the transactions contemplated hereby; and (y) Buyer shall not be obligated to accept any material terms set forth in the definitive agreements for the Debt Financing that contradict material terms set forth in the Debt Commitment Letter.

(b) In the event that one or more of the Commitment Letters is terminated before the Closing Date, Buyer shall promptly deliver a written notice of such event to Seller (the “Financing Termination Notice”). Upon receipt of a Financing Termination Notice, Buyer shall use commercially reasonable efforts to obtain alternative financing from alternative sources, on terms reasonably acceptable to Buyer and that will not materially delay the consummation of the transactions contemplated by this Agreement, and which do not include any conditions to the consummation of such alternative financing that are more onerous to Buyer than the conditions set forth in the applicable Financing; provided, further, that in no event shall Buyer be obligated to accept any alternative financing with pricing terms that are more than ten percent (10%) higher (on a yield to maturity basis) in the aggregate (inclusive of interest rate, commitment or unused facility fees and other economic terms), or other material terms and conditions that are materially less favorable to Buyer than those set forth in the original Financing. Buyer shall provide the Seller with prompt oral and written notice of (i) any material breach or Default by any party to any Commitment Letters (or the definitive agreements with respect thereto) of which Buyer gains knowledge or any termination of any of the Commitment Letters and (ii) the receipt of any written notice or other written communication from any Lender, Equity Investor, or other Financing Source with respect to any breach, Default, termination or repudiation by any party to any Commitment Letters or such definitive agreements of any provision thereof. Buyer shall keep Seller reasonably informed on a current basis of the status of its efforts to consummate the Financing. If Buyer is successful in obtaining such alternative financing, Buyer shall

inform Seller of such fact by delivering written notice to Seller (the “Alternative Financing Notice”). If Buyer has not delivered the Alternative Financing Notice to Seller by the sixtieth (60th) day following the date of delivery to Seller of the Financing Termination Notice, Seller may terminate this Agreement upon three (3) Business Days prior written notice to Buyer without any liability to Seller, so long as no Alternative Financing Notice is received by Seller prior to the effective date of such termination; provided, however, that nothing in this Section 5.7 shall be deemed to affect any party’s right to terminate this Agreement pursuant to Section 10.1.

(c) Seller acknowledges that Buyer’s Financing Sources may require financial statements and information related to Seller required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations. Seller shall use commercially reasonable efforts to provide such documentation in connection with the arrangement of Financing as is required by regulatory authorities in accordance with applicable Law. If Seller fails to provide such documentation and such failure prevents Buyer from obtaining the financing, then Buyer shall not be deemed to be in breach of its obligations under Section 5.7(b) of this Agreement; provided that (i) nothing in this Section 5.7 shall require Seller to waive or amend any terms of this Agreement or agree to pay any fees or reimburse or incur any expenses for which it has not received prior reimbursement by or on behalf of Buyer, (ii) nothing herein shall require such cooperation from Seller or Media General to the extent it would unreasonably interfere with the ongoing operations of Seller or Media General, (iii) neither Seller, Media General nor any of their respective representatives shall have any liability or obligation under any certificate, agreement, arrangement, document or instrument relating to any financing and (iv) such requested cooperation is not in violation of any applicable law. Buyer shall indemnify, defend and hold harmless Seller, Media General and their respective Affiliates from and against any and all liabilities, losses, damages, claims and reasonable and documented out-of-pocket expenses suffered or incurred by them in connection with the Debt Financing and Equity Financing and their assistance to Buyer in connection with the Debt Financing and Equity Financing and any information utilized in connection therewith. For purposes of this Section 5.7, the definitions of “Debt Commitment Letters”, “Debt Financing”, “Equity Commitment Letters” and “Equity Financing” shall include any amendments, modifications or replacements with respect thereto; provided, however, that Buyer shall not be entitled to amend, modify or replace the Debt Commitment Letters or the Equity Commitment Letters or waive any provision thereto if such amendment, modification, replacement or waiver imposes new or additional conditions, or otherwise expands any of the conditions, to the receipt of the Debt Financing or the Equity Financing.

(d) Notwithstanding anything to the contrary contained in this Agreement, each of the parties hereto: (i) agrees that it will not bring or support any Person or entity, or permit any of its Affiliates to bring or support any Person or entity, in any action, suit, proceeding, cause of action, claim, cross-claim or third-party claim of any kind or description, whether in law or in equity, whether in contract or in tort or otherwise, against any Person or entity that has committed or subsequently commits to provide or otherwise enters into agreements in connection with providing Debt Financing to Buyer or any of its Affiliates (the “Financing Sources,” which defined term for the purposes of

this provision shall include the Lender and its respective former, current and future Affiliates, equity holders, members, partners, controlling persons, officers, directors, employees, agents, advisors and representatives involved in such Debt Financing) in any way relating to this Agreement or any of the transactions contemplated by this Agreement, including, but not limited to, any dispute arising out of or relating in any way to the Debt Commitment Letter and any fee letter related thereto or the performance thereof or the financings contemplated thereby, in any forum other than the federal and New York State courts located in the Borough of Manhattan within the City of New York; (ii) agrees that, except as specifically set forth in the Debt Commitment Letter, all claims or causes of action (whether at law, in equity, in contract, in tort or otherwise) against any of the Financing Sources in any way relating to the Debt Commitment Letter or the performance thereof or the financings contemplated thereby, shall be exclusively governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of Laws of another jurisdiction; and (iii) hereby irrevocably and unconditionally waives any right such party may have to a trial by jury in respect of any litigation (whether at law or in equity, in contract, in tort or otherwise) directly or indirectly arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the financings contemplated thereby.

(e) Notwithstanding anything to the contrary contained in this Agreement, (i) the Seller and its subsidiaries, Affiliates, directors, officers, employees, agents, partners, managers, members or stockholders shall not have any rights or claims against any debt Financing Source in any way relating to this Agreement or any of the transactions contemplated by this Agreement, or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the financings contemplated thereby, whether at law or in equity, in contract, in tort or otherwise and (ii) no Financing Source shall have any liability (whether in contract, in tort or otherwise) to Seller, any equityholders of Seller or their respective subsidiaries, Affiliates, directors, officers, employees, agents, partners, managers, members or stockholders for any obligations or liabilities of any party hereto under this Agreement or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby or in respect of any oral representations made or alleged to have been made in connection herewith or therewith, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof or the financings contemplated thereby, whether at law or in equity, in contract, in tort or otherwise.

(f) Notwithstanding anything to the contrary contained in this Agreement, the Financing Sources are intended third-party beneficiaries of, and shall be entitled to the protections of this provision to the same extent as if the Financing Sources were parties to this Agreement. Section 5.7(d), Section 5.7(e) and Section 5.7(f) may not be amended, modified or supplemented, or any of its provisions waived, without the written consent of the applicable Financing Source which consent may be granted or withheld in the sole discretion of said Financing Source.

## ARTICLE VI

### ADDITIONAL AGREEMENTS

#### Section 6.1 Taxes.

(a) The Seller shall prepare and timely file or shall cause to be prepared and timely filed each Tax return for Prorated Taxes that is due on or before the Closing Date. The Buyer shall pay to the Seller promptly upon demand the amount of any Taxes shown as due thereon to the extent constituting an Assumed Liability. The Buyer shall prepare and timely file or shall cause to be prepared and timely filed each Tax return for Prorated Taxes that is due after the Closing Date. The Seller shall pay to the Buyer promptly upon demand the amount of any Taxes shown as due thereon to the extent constituting an Excluded Liability.

(b) In the case of any Prorated Taxes for any Straddle Period, the portion of such Prorated Taxes that are allocable to the portion of such Straddle Period ending on the Closing Date and that constitute an Excluded Liability shall be deemed to equal the amount of such Taxes for the entire Straddle Period multiplied by a fraction the numerator of which is the number of calendar days in the portion of the Straddle Period ending on the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period, and the remaining portion of such Prorated Taxes shall be allocable to the portion of such Straddle Period beginning after the Closing Date and shall constitute an Assumed Liability.

(c) The Buyer shall promptly notify the Seller in writing upon receipt by the Buyer or any of its Affiliates of notice of any pending or threatened Tax audits, examinations or assessments which may affect the Tax liabilities for which the Seller would be liable pursuant to this Section 6.1. The Seller shall have the sole right to control any Tax audit or administrative or court proceeding relating in whole or in part to Taxes attributable to the portion of such Straddle Period ending on the Closing Date, and at the sole expense of the Seller, may assume control of such audit or proceeding. The Buyer may not settle any Tax claim for any taxable period ending on or prior to the Closing Date, or for any Straddle Period, without the prior written consent of the Seller, which consent will not be unreasonably withheld, conditioned or delayed.

(d) The Seller and the Buyer shall (i) provide assistance to each other party as reasonably requested in preparing and filing Tax returns with respect to the Business and the Purchased Assets; (ii) make available to each other party as reasonably requested all information, records, and documents relating to Taxes concerning the Business or the Purchased Assets; (iii) retain any books and records that could reasonably be expected to be necessary or useful in connection with any preparation by any other party of any Tax Return, or for any audit relating to Taxes with respect to the Business or the Purchased Assets; and (iv) cooperate fully, as and to the extent reasonably requested by any other party, in connection with audit with respect to Taxes relating to the Business or the Purchased Assets.

(e) Any Transfer Taxes shall be borne by the Buyer. The Seller and the Buyer shall reasonably cooperate in the preparation, execution and filing of all Tax Returns, questionnaires, applications or other documents regarding any such Transfer Taxes.

(f) Seller shall provide to Buyer a certificate in accordance with the regulations under Sections 897 and 1445 of the Code certifying that it is not a “foreign person” within the meaning of Section 1445 of the Code.

## **Section 6.2 Employees; Employee Benefit Plans.**

(a) Employment. As of or before the Closing, the Buyer or any of its Affiliates shall offer employment to each Employee who (i) is not then 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 then 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 (6) months of the Closing Date, or such later date as required under applicable Laws (“Inactive Employees”). For the purposes hereof, all Active Employees and Inactive Employees who accept an offer of employment from the Buyer 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 (A) as to those Transferred Employees who are Active Employees, the Closing Date, and (B) those Transferred Employees who are Inactive Employees, the date on which the Transferred Employee begins employment with the Buyer or any of its Affiliates. The Buyer shall employ at-will those Transferred Employees who do not have employment agreements with the Seller or Media general initially at a monetary compensation (consisting of base salary, and, as applicable, commission rate and annual bonus opportunity) substantially the same as those provided by the Seller or Media General, as applicable, immediately prior to the Employment Commencement Date. The initial terms and conditions of employment for those Transferred Employees who have Employment Agreements with the Seller or Media General shall be as set forth in such Employment Agreements, which shall, to the extent permitted under the applicable agreements, be assigned to Buyer and assumed by Buyer. The Buyer agrees that it or one of its Affiliates shall, for at least one (1) year after the Closing Date, provide each Transferred Employee who remains employed with the Buyer or any of its Affiliates with (i) benefits and compensation that are substantially similar in the aggregate to those provided to such individuals by Seller or Media General (as disclosed by Seller or Media General in summary form to Buyer prior to the date of this Agreement), as applicable, as of the date hereof, excluding any equity incentive or stock purchase plans, defined benefit pension plans, nonqualified deferred compensation plans, nonqualified supplemental retirement plans, retiree, medical benefits, or executive retirement transition benefits, and (ii) severance benefits in accordance with the terms of the Buyer severance policy or, if greater, the Seller’s or Media General’s, as applicable, severance policy (as disclosed by Seller or Media General in summary form to Buyer prior to the date of this Agreement) in effect as of the date hereof, applied in a manner consistent with the manner in which Buyer, the Seller or Media General, as applicable,



has applied such policy under similar circumstances, and not amend such program in any way with respect to the Transferred Employees except as required by applicable Law or to increase benefits payable to the Transferred Employees under the program.

(b) Service Credit. For purposes of determining eligibility to participate, vesting and benefit accrual (other than benefit accrual under a defined benefit pension plan) under any plan maintained by the Buyer or any of its Affiliates in which Transferred Employees are eligible to participate, the Buyer shall, and shall cause its Affiliates to, recognize or cause to be recognized for purposes of eligibility, vesting and benefit accruals each Transferred Employee's service with the Seller or Media General, and with any predecessor employer, to the same extent recognized by the Seller or Media General, as applicable, as service with the Buyer or any of its Affiliates to the same extent such service was recognized immediately prior to the Closing, except that such service need not be recognized to the extent such recognition would result in the duplication of benefits for the same period of service.

(c) 401(k) Plan. The Buyer shall cause a tax-qualified defined contribution plan established or designated by the Buyer or any of its Affiliates ("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 the Seller, Media General or any of their respective Affiliates ("Seller's 401(k) Plan"), and the Buyer shall, and shall cause its Affiliates to, allow any such Transferred Employees' outstanding plan loan under the Seller's 401(k) Plan to be rolled into Buyer's 401(k) Plan. The distribution and rollover described herein shall comply with applicable Laws, and the Buyer and the Seller shall, and shall cause their respective Affiliates to, make all filings and take any actions required of each such Person by applicable Laws in connection therewith.

(d) Welfare Plans. The 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 and their covered dependents prior to the Employment Commencement Date. Expenses and benefits with respect to claims incurred by Transferred Employees and their covered dependents on or after the Employment Commencement Date shall be the responsibility of the Buyer and its Affiliates. With respect to any welfare benefit plans maintained by the Buyer or any of its Affiliates in which the Transferred Employees are eligible to participate on or after the Employment Commencement Date, to the extent permitted by Laws, the Buyer shall and shall cause its Affiliates to (i) cause there to be waived any eligibility requirements or pre-existing condition limitations and (ii) give effect, in determining any deductible and maximum out-of-pocket limitations, amounts paid by such Transferred Employees (and their covered dependents) under the Employee Plans.

(e) Vacation. The Buyer shall assume as of Closing all liabilities for unpaid, accrued vacation of each Transferred Employee as of the Employment Commencement Date, giving service credit under the vacation policy of the Buyer for service with the Seller or Media General, and shall permit Transferred Employees to use their vacation

entitlement accrued as of Closing in accordance with the policy of the Seller as of Closing for carrying over unused vacation.

(f) Sick Leave. The Buyer shall grant credit to Transferred Employees for all unused sick leave accrued by Transferred Employees on the basis of their service during the current calendar year as employees of the Seller or Media General.

(g) Flexible Spending Accounts. Effective as of Closing, the Buyer shall establish flexible spending accounts for medical and dependent care expenses for Transferred Employees who were covered by that type of account as of immediately prior to the Closing. The Buyer shall credit such accounts with the amount (positive or negative) credited as of the Closing Date under comparable accounts maintained under Employee Plans for such employees. The existing flexible spending account elections for such employees as of the Closing Date shall apply under the Buyer's' post-Closing flexible spending account plan year in which the Closing Date occurs. As soon as practicable after the Closing Date, (i) the Seller shall pay to the Buyer in cash the amount, if any, by which the aggregate contributions made by covered employees to the Seller's flexible spending accounts exceeded the aggregate benefits provided to such employees as of the Closing Date or (ii) the Buyer shall pay to the Seller in cash the amount, if any, by which aggregate benefits provided to such employees under the Seller's flexible spending accounts exceeded the aggregate contributions made by such employees as of the Closing Date.

(h) Payroll Matters.

(i) The Seller and the 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) the Seller shall provide all required Forms W-2 to (x) all Transferred Employees reflecting wages paid and taxes withheld by the Seller prior to the Employment Commencement Date, and (y) all other employees and former employees of the Seller who are not Transferred Employees reflecting all wages paid and taxes withheld by the Seller, and (ii) the 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 the Buyer (or one of its Affiliates) on and after the Employment Commencement Date.

(ii) The Seller and the 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, the Seller shall provide to the 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 the Buyer will honor these forms until such time, if any, that such Transferred Employee submits a revised form.



(iii) With respect to garnishments, tax levies, child support orders, and wage assignments in effect with the Seller on the Employment Commencement Date for Transferred Employees and with respect to which the Seller have notified the Buyer in writing, the Buyer shall, and shall cause its Affiliates to honor such payroll deduction authorizations with respect to Transferred Employees and shall, or shall cause its Affiliates to, continue to make payroll deductions and payments to the authorized payee, as specified by a court or order which was filed with the Seller on or before the Employment Commencement Date, to the extent such payroll deductions and payments are in compliance with applicable Laws, and the Seller will continue to make such payroll deductions and payments to authorized payees as required by Laws with respect to all other employees of the Business who are not Transferred Employees. The Seller shall, as soon as practicable after the Employment Commencement Date, provide the Buyer with such information in the possession of the Seller as may be reasonably requested by the Buyer and necessary for the Buyer or its Affiliates to make the payroll deductions and payments to the authorized payee as required by this Section 6.2(h)(iii).

(i) WARN Act. The Buyer shall not, and shall cause its Affiliates not to, take any action on or after the Closing that would cause any termination of employment of any employees by the Seller or Media General 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 Laws, or to create any liability to the Seller for any employment terminations under applicable Laws. The Buyer shall be responsible for 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 Laws with respect to any Employees who do not become Transferred Employees as a result of the failure of the Buyer to extend offers of employment or continued employment as required by Section 6.2 or in connection with events that occur from and after the Closing, and the Buyer shall reimburse the Seller for any such amounts.

(j) Without limiting the generality of Section 11.6, nothing in this Section 6.2, express or implied, is intended to confer on any Person (including any Transferred Employees and any current or former employees of the Seller other than the parties hereto and their respective successors and assigns, any rights, benefits, remedies, obligations or liabilities (including any third-party beneficiary rights) under or by reason of this Section 6.2. Accordingly, notwithstanding anything to the contrary in this Section 6.2, the parties expressly acknowledge and agree that this Agreement is not intended to create a contract between the Buyer, the Seller or any of their respective Affiliates, on the one hand, and any employee of the Seller on the other hand, and no employee of the Seller, Media General or any of their Affiliates may rely on this Agreement as the basis for any breach of contract claim against the Buyer, the Seller or any of their respective Affiliates. Nothing in this Section 6.2 shall constitute an amendment to or modification of any Employee Plan or other compensation or benefit plan, program, policy, agreement or arrangement.

**Section 6.3 Control of Operations Prior to Closing Date.** Notwithstanding anything contained herein to the contrary, the sale of the Purchased Assets contemplated hereby shall not be consummated prior to the grant by the FCC of the FCC Consent and by the DOJ of DOJ Consent. The Seller and the Buyer acknowledge and agree that at all times commencing on the date hereof and ending on the Closing Date, (x) nothing in this Agreement, including Section 5.4, shall be construed to give the Buyer any right to, control, direct or otherwise supervise, or attempt to control, direct or otherwise supervise, any of the management or operations of any Station and (y) (A) prior to the Merger Closing Date, Seller or Media General, as applicable, and (B) following the Merger Closing Date, Seller shall have complete control and supervision of the programming, operations, policies and all other matters relating to the Stations.

**Section 6.4 Bulk Transfer Laws.** The Buyer hereby waives compliance by the Seller and Media General with the provisions of any so-called bulk sales or bulk transfer law of any jurisdiction in connection with the sale of the Purchased Assets to the Buyer hereunder.

**Section 6.5 Use of Names.** Seller is not conveying ownership rights or granting the Buyer a license to use any of the Retained Names and Marks and, after the Closing, the Buyer shall not and shall not permit any of its Affiliates to use in any manner the Retained Names and Marks or any word that is similar in sound or appearance to such names or marks. In the event the Buyer violates any of its obligations under this Section 6.5, the Seller may proceed against the Buyer in law or in equity for such damages or other relief as a court may deem appropriate. The Buyer acknowledges that a violation of this Section 6.5 may cause the Seller irreparable harm, which may not be adequately compensated for by money damages. The Buyer therefore agrees that in the event of any actual or threatened violation of this Section 6.5, any of such parties shall be entitled, in addition to other remedies that they may have, to a temporary restraining order and to preliminary and final injunctive relief against the Buyer or any such Affiliate of the Buyer to prevent any violations of this Section 6.5, without the necessity of posting a bond.

**Section 6.6 Phase I Reports.** Within forty-five (45) days from the date of this Agreement, the Buyer shall have the right, at its sole cost and expense, to engage an environmental consulting firm to conduct a Phase I Report with respect to each Real Property, provided such Phase I Report shall be conducted (i) during regular business hours, (ii) with no less than three (3) Business Days prior written notice to the Seller, (iii) in a manner which will not unreasonably interfere with the operation of the Business or the use of access to or egress from such Real Property and (iv) without any material damage to any property, real or personal, of the Seller. If any such Phase I Report discloses, with respect to any individual Owned Real Property, any material environmental condition at or in connection with such Owned Real Property or the Business, including a recommendation to undertake environmental investigation, remediation or monitoring, any environmental damage or injury to any person, property or natural resource, and any actual or potential liability relating to non-compliance with Environmental Laws, the Buyer may notify the Seller of such conditions (the "Specified Environmental Conditions") within fifteen (15) days after the date of the Phase I Report and shall provide Seller with a copy of such report. If the Buyer so notifies the Seller, the Seller shall have the opportunity to remedy any Specified Environmental Condition with respect to the Owned Real Property to the extent required by Environmental Laws and consistent with the continued commercial or industrial use of the Real Property; provided, however, that if the Seller

elects not to so remedy any Specified Environmental Condition with respect to any individual Owned Real Property, then, notwithstanding Section 2.3(a)(ii) or any other provision of this Agreement, for a period of two (2) years following the Closing Date (or to the extent Buyer has commenced but not completed remediation efforts prior to the end of such two (2) year period, until the earliest of (i) the issuance of a "no further action" or equivalent letter from the relevant Government Authority or (ii) four (4) years following the Closing Date) Buyer shall not assume or be responsible or liable for, and Seller shall indemnify and hold Buyer harmless from, any damages, liabilities, Losses or obligations incurred by Buyer related to any such Specified Environmental Conditions consistent with the continued commercial or industrial use of such Owned Real Properties in excess of \$500,000 in the aggregate across all Stations in respect of Specified Environmental Conditions; provided, that the foregoing shall not apply to any damages, liabilities, Losses or obligations incurred by Buyer in connection with non-remedial construction, demolition, renovation or other capital improvements, initiated by or on behalf of Buyer on such Owned Real Property. Notwithstanding the foregoing and for purposes of clarity, if Buyer notifies Seller of any Specified Environmental Conditions with respect to any property leased under the Real Property Leases, Seller's sole obligation hereunder will be to notify the landlord under the Real Property Lease of such Specified Environmental Conditions and Seller shall not be liable for any liabilities arising under Environmental Laws with respect to any Real Property Leases or the properties leased thereunder. Notwithstanding anything to the contrary in this Agreement, (i) Buyer shall not be entitled to recover under any other provisions of this Agreement (including Article IX) any amounts for damages, liabilities, or obligations that are recovered under this Section 6.6, and (ii) Buyer shall not be entitled to recover under this Section 6.6 any amounts of damages, liabilities or obligations that would otherwise be recoverable under this Section 6.6 that are recovered under another provision of this Agreement. For purposes of clarification any damages, liabilities, Losses or obligations incurred by Buyer related to any Specified Environmental Conditions shall also be counted toward satisfying the Deductible.

## ARTICLE VII

### CONDITIONS PRECEDENT TO OBLIGATIONS OF THE SELLER

The obligations of the Seller under this Agreement to consummate the sale of the Purchased Assets contemplated hereby shall be subject to the satisfaction, fulfillment or, where legally possible, waiver, on or prior to the Closing Date, of the following conditions:

**Section 7.1 No Breach of Covenants and Warranties.** (a) The Buyer shall have performed and complied in all material respects with its covenants and agreements contained herein required to be performed or complied with by it as of or prior to the Closing; and (b) each of the representations and warranties of the Buyer contained in this Agreement shall be true and correct on the Closing Date as though made on the Closing Date (except to the extent that they expressly speak as of a specific date or time other than the Closing Date, in which case they need only have been true and correct as of such specified date or time), except where the failure of such representations and warranties to be true and correct (without giving effect to any qualifiers or exceptions relating to "materiality" set forth in such representations and warranties), individually or in the aggregate, has not had and would not be reasonably likely to have a material adverse effect on the ability of the Buyer to perform its obligations under this Agreement. In addition, the Buyer shall have delivered to the Seller a certificate, dated as of the

Closing Date, signed by an executive officer of the Buyer and certifying as to the satisfaction of the conditions specified in this Section 7.1.

**Section 7.2 No Restraint.** There shall not be in effect any Order (whether temporary, preliminary or permanent) issued by any U.S. federal or state court of competent jurisdiction preventing the consummation of the sale of the Purchased Assets contemplated hereby.

**Section 7.3 Certain Governmental Approvals.**

- (a) The FCC Consent shall have been granted and shall be effective;
- (b) Any waiting period (and any extension thereof) applicable to consummation of the transactions contemplated by this Agreement under the HSR Act shall have expired or shall have been terminated, if necessary; and
- (c) Prior written approval by the DOJ of the terms of the transactions contemplated by this Agreement as prescribed in any DOJ Final Judgment and DOJ Consent shall have been obtained, if applicable.

**Section 7.4 Merger.** The Merger shall have been consummated.

**Section 7.5 Deliveries.** The Buyer shall have made, or stands ready at the Closing to make, the deliveries contemplated by Section 2.7 to the Seller.

## ARTICLE VIII

### CONDITIONS PRECEDENT TO OBLIGATIONS OF THE BUYER

The obligations of the Buyer under this Agreement to consummate the sale of the Purchased Assets contemplated hereby shall be subject to the satisfaction, fulfillment or, where legally possible, waiver on or prior to the Closing Date, of the following conditions:

**Section 8.1 No Breach of Covenants and Warranties.** (a) The Seller shall have performed and complied with in all material respects their respective covenants and agreements contained herein required to be performed or complied with by them as of or prior to the Closing; and (b) each of the representations and warranties of the Seller contained in this Agreement shall be true and correct on the Closing Date as though made on the Closing Date (except to the extent that they expressly speak as of a specific date or time other than the Closing Date, in which case they need only have been true and correct as of such specified date or time), except where the failure of such representations and warranties to be true and correct (without giving effect to any qualifiers or exceptions relating to “materiality” or “Material Adverse Effect” set forth in such representations and warranties, and, for the avoidance of doubt, contained in the definition of any defined terms used in any such representation or warranty), would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. In addition, the Seller shall have delivered to the Buyer a certificate, dated as of the Closing Date, signed by an executive officer of the Seller and certifying as to the satisfaction of the conditions specified in this Section 8.1.

**Section 8.2 No Restraint.** There shall not be in effect any Order (whether temporary, preliminary or permanent) issued by any U.S. federal or state court of competent jurisdiction preventing the consummation of the sale of the Purchased Assets contemplated hereby.

**Section 8.3 Certain Governmental Approvals.**

- (a) the FCC Consent shall have been granted and shall be effective;
- (b) Any waiting period (and any extension thereof) applicable to consummation of the transactions contemplated by this Agreement under the HSR Act shall have expired or shall have been terminated, if necessary; and
- (c) Prior written approval by the DOJ of the terms of the transactions contemplated by this Agreement as prescribed in any DOJ Final Judgment and DOJ Consent shall have been obtained, if applicable.

**Section 8.4 Closing Deliveries.** The Seller shall have made, or stand ready at the Closing to make, the deliveries contemplated by Section 2.7 to the Buyer.

**Section 8.5 Required Consents.** The Buyer shall have obtained the Required Consents and all such Required Consents shall be in full force and effect.

**Section 8.6 No MAE.** Since the Balance Sheet Date, there shall not have been any event, circumstance, change, effect, development, condition or occurrence that, individually or in the aggregate, would be reasonably likely to have a Material Adverse Effect on the Station, and Buyer shall have received a certificate signed by an executive officer of the Seller and certifying as to the satisfaction of the conditions specified in this Section 8.1.

## ARTICLE IX

### INDEMNIFICATION

**Section 9.1 Indemnification by the Seller.** From and after the Closing and subject to Section 11.1, the Seller agrees to indemnify and hold harmless the Buyer Group Members from and against any and all Losses and Expenses imposed upon, or incurred or suffered by, any Buyer Group Member as a result of or arising out of:

- (a) any breach by the Seller of, or any other failure of the Seller to perform, any of its covenants, agreements or obligations pursuant to this Agreement or the Seller's Ancillary Agreements; or
- (b) any inaccuracy in any representation or warranty made by Seller pursuant to this Agreement; in any case without regard to and without giving effect to any materiality or Material Adverse Effect (or similar) qualifiers contained herein or therein, (for the avoidance of doubt, including any materiality or Material Adverse Effect (or similar) qualifiers contained in the definition of any defined terms used in any such representation or warranty), including for purposes of determining the occurrence of the

inaccuracy in such representation or warranty and for purposes of calculating any Losses or Expenses arising therefrom;

(c) the failure of the Seller to carry out, perform, pay, discharge or otherwise fulfill any Excluded Liabilities.

**Section 9.2 Indemnification by the Buyer.** From and after the Closing and subject to Section 11.1, the Buyer agrees to indemnify and hold harmless Seller Group Members from and against any and all Losses and Expense imposed upon, or incurred or suffered by, any Seller Group Member as a result of or arising out of:

(a) any breach by the Buyer of, or any other failure of the Buyer to perform, any of its covenants, agreements or obligations in this Agreement; or

(b) the failure of the Buyer to perform any of the Assumed Liabilities and, except for claims in respect of which the Seller is obligated to indemnify the Buyer Group Members pursuant to Section 9.1, the Buyer's (or any successor's or assignee's) operation of the Business and/or the ownership and/or use of the Purchased Assets after the Closing Date.

**Section 9.3 Notice of Claims; Determination of Amount.**

(a) Any party seeking indemnification hereunder (the "Indemnified Party") shall give promptly to the party or parties, as applicable, obligated to provide indemnification to such Indemnified Party (the "Indemnitor") a written notice (a "Claim Notice") describing in reasonable detail the facts giving rise to the claim for indemnification hereunder and shall include in such Claim Notice (if then known) the amount or the method of computation of the amount of such claim, and a reference to the provision of this Agreement or any certificate delivered hereunder upon which such claim is based. Subject to Section 11.1, the failure of any Indemnified Party to give the Claim Notice promptly as required by this Section 9.3 shall not affect such Indemnified Party's rights under this Article IX except to the extent such failure is actually prejudicial to the rights and obligations of the Indemnitor.

(b) In calculating any Loss or Expense there shall be deducted (i) any insurance recovery in respect thereof, (ii) any recovery in respect thereof which is obtained from any other third Person (and no right of subrogation shall accrue hereunder to any such insurer or other third Person), and (iii) any Tax benefit realized by the Indemnified Party arising from any such Loss or Expense, but only to the extent such Tax benefit is realized in the fiscal year immediately prior to, during or immediately after the fiscal year such Loss or Expense is incurred.

(c) After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which an Indemnified Party shall be entitled under this Article IX shall be determined: (i) by the written agreement between the Indemnified Party and the Indemnitor; (ii) by a final judgment or decree of any court of competent jurisdiction; or (iii) by any other means to which the Indemnified Party and the Indemnitor shall agree. The judgment or decree of a court shall be deemed final when the time for appeal, if any,



shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined. The Indemnified Party shall have the burden of proof in establishing the amount of Losses and Expenses suffered by it.

#### **Section 9.4    Third Person Claims.**

(a) Notwithstanding anything to the contrary contained in Section 9.3, in order for a party to be entitled to any indemnification provided for under this Agreement in respect of, arising out of or involving a claim or demand made by any third Person against the Indemnified Party, such Indemnified Party must notify the Indemnitor in writing, and in reasonable detail, of the third Person claim promptly, but in any event within ten (10) days, after receipt by such Indemnified Party of written notice of the third Person claim, which such notification must include a copy of the written notice of the third Person claim that was received by the Indemnified Party (the “Third Person Claim Notice”). Thereafter, the Indemnified Party shall deliver to the Indemnitor, promptly, but in any event within five (5) Business Days, after the Indemnified Party’s receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the third Person claim. Notwithstanding the foregoing, should a party be physically served with a complaint with regard to a third Person claim, the Indemnified Party must notify the Indemnitor with a copy of the complaint promptly, but in any event within five (5) Business Days, after receipt thereof and shall deliver to the Indemnitor promptly, but in any event within seven (7) Business Days, after the receipt of such complaint copies of notices and documents (including court papers) received by the Indemnified Party relating to the third Person claim. Subject to Section 11.1, the failure of any Indemnified Party to promptly provide a Third Person Claim Notice as required by this Section 9.4 shall not affect such Indemnified Party’s rights under this Article IX except to the extent such failure is actually prejudicial to the rights and obligations of the Indemnitor.

(b) In the event of the initiation of any legal proceeding against the Indemnified Party by a third Person, the Indemnitor shall have the sole and absolute right (if and only if (I) the Indemnitor shall have confirmed in writing that it is fully obligated thereunder to the extent provided in this Agreement to indemnify the Indemnified Party with respect to such third Person claim and (II) the third Person claim does not arise in connection with any criminal proceeding, action, indictment, allegation or investigation) after the receipt of a Third Person Claim Notice, at its option and at its own expense, to be represented by counsel of its choice and to control, defend against, negotiate, settle or otherwise deal with any proceeding, claim, or demand which relates to any Loss, liability or damage indemnified against hereunder; provided, however, that the Indemnified Party may participate in any such proceeding with counsel of its choice and at its expense. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such proceeding, claim or demand. Prior to the time the Indemnified Party is notified by the Indemnitor as to whether the Indemnitor will assume the defense of such proceeding, claim or demand, the Indemnified Party shall take all actions reasonably necessary to timely preserve the collective rights of the parties with respect to such proceeding, claim or demand, including responding timely to legal process. To the extent the Indemnitor elects not to defend such proceeding, claim or

demand (or fails to confirm its election) within thirty (30) days after the giving by the Indemnified Party to the Indemnitor of a Third Person Claim Notice, the Indemnified Party may retain counsel, reasonably acceptable to the Indemnitor, at the expense of the Indemnitor, and control the defense of, or otherwise deal with, such proceeding, claim or demand. Regardless of which party assumes the defense of such proceeding, claim or demand, the parties agree to cooperate with one another in connection therewith. Such cooperation shall include providing records and information that are relevant to such proceeding, claim or demand, and making each parties' employees and officers available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder and to act as a witness or respond to legal process. Whether or not the Indemnitor assumes the defense of such proceeding, claim or demand, the Indemnified Party shall not admit any liability with respect to, or settle, compromise or discharge, such proceeding, claim or demand without the Indemnitor's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). The Indemnitor shall not consent to a settlement of, or the entry of any judgment arising from, any such proceeding, claim or demand without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) unless such settlement or judgment (a) relates solely to monetary damages for which the Indemnitor shall be responsible and (b) includes as an unconditional term thereof the release of the Indemnified Party from all liability with respect to such proceeding, claim or demand, in which event no such consent shall be required. After any final judgment or award shall have been rendered by a court, arbitration board or administrative agency of competent jurisdiction and the time in which to appeal therefrom has expired, or a settlement shall have been consummated, or the Indemnified Party and the Indemnitor shall arrive at a mutually binding agreement with respect to each separate matter alleged to be indemnified by the Indemnitor hereunder, the Indemnified Party shall forward to the Indemnitor notice of any sums due and owing by it with respect to such matter and the Indemnitor shall pay all of the sums so owing to the Indemnified Party by wire transfer, certified or bank cashier's check within thirty (30) days after the date of such notice.

(c) The party that has assumed the control or defense of any such proceeding, claim or demand made by a third Person against the other party shall (a) provide the other party with the right to participate in any meetings or negotiations with any Governmental Body or other third Person and reasonable advance notice of any such meetings or negotiations, (b) provide the other party with the right to review in advance and provide comments on any draft or final documents proposed to be submitted to any Governmental Body or other third Person, and (c) keep the other party reasonably informed with respect to such proceeding, demand or claim, including providing copies of all documents provided to, or received from, any Governmental Body or any other third Person in connection with such proceeding, demand or claim. The Buyer Group Members, on the one hand, and the Seller Group Members, on the other hand, covenant and agree to maintain the confidence of all such drafts and comments provided by the other.

To the extent of any inconsistency between this Section 9.4 and Section 6.1(c) with respect to Taxes, the provisions of Section 6.1(c) shall control.



**Section 9.5    Limitations; Subrogation; Exclusive Remedies.**

(a) In any case where the Indemnified Party recovers from third Persons any amount in respect of a matter with respect to which the Indemnitor has indemnified it pursuant to this Article IX, the Indemnified Party shall promptly pay over to the Indemnitor the amount so recovered (after deducting therefrom the full amount of the expenses incurred by it in procuring such recovery), but not in excess of any amount previously so paid by the Indemnitor to or on behalf of the Indemnified Party in respect of such matter.

(b) In the case where the Indemnitor makes any payment to the Indemnified Party in respect of any Loss, the Indemnitor shall, to the extent of such payment, be subrogated to all rights of the Indemnified Party against any third Person in respect of the Loss to which such payment relates. The Indemnified Party and the Indemnitor shall execute upon request all instruments reasonably necessary to evidence or further perfect such subrogation rights.

(c) Except for remedies that cannot be waived as a matter of law and injunctive and provisional relief, if the Closing occurs, this Article IX shall be the exclusive remedy for breaches of this Agreement (including any covenant, obligation, representation or warranty contained in this Agreement or in any certificate delivered pursuant to this Agreement) or otherwise relating to the subject matter of this Agreement, except as set forth in Section 6.6; provided, however, that nothing herein shall be deemed to limit any rights or remedies that the Buyer may have against the Seller for fraud.

(d) Notwithstanding anything to the contrary in this Agreement, Seller shall not be required to indemnify Buyer with respect to an aggregate claim for Losses under Section 9.1(b), unless the amount of all Losses and Expenses incurred by Buyer (including any damages, liabilities, Losses or obligations incurred by Buyer and not otherwise indemnified by Seller in accordance with Section 6.6) exceed \$1,150,000.00 (the “**Deductible**”), at which time any such Losses or Expenses in excess of such threshold amount may be asserted by Buyer and indemnifiable by Seller in accordance with the terms hereof; provided, however, that the foregoing threshold amount shall not apply to any Losses or Expenses which result from or arise out of fraud.

(e) Notwithstanding anything to the contrary in this Agreement, the aggregate Liability for Losses of Seller to the Buyer Indemnified Parties under Section 9.1(b) for indemnification under this Agreement shall be limited to an amount equal to \$2,300,000.00.

**Section 9.6    No Special Damages; Mitigation.** Notwithstanding anything to the contrary contained in this Agreement, none of the parties hereto shall have any liability under any provision of this Agreement for any punitive damages except to the extent such damages are payable to a third Person. Each of the parties agrees to take all reasonable steps to mitigate their respective Losses and Expenses upon and after becoming aware of any event or condition which could reasonably be expected to give rise to any Losses and Expenses that are indemnifiable

hereunder, including using its commercially reasonable efforts to obtain insurance proceeds or other recoveries from third Persons in respect thereof.

## ARTICLE X

### TERMINATION

#### **Section 10.1 Termination.**

(a) Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated at any time prior to the Closing:

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

(ii) by the Seller, if a breach or failure to perform any of the covenants or agreements of the Buyer contained in this Agreement shall have occurred, or there shall be any inaccuracy of any of the representations or warranties of the Buyer contained in this Agreement, and such breach, failure to perform or inaccuracy either individually or in the aggregate would, if occurring or continuing on the Closing Date, give rise to the failure of a condition set forth in Section 7.1, and such breach, failure to perform or inaccuracy if curable, is not cured by, on or before the earlier of (i) the Termination Date or (ii) thirty (30) days following receipt of written notice by Buyer, or which by its nature or timing cannot be cured prior to the Termination Date; provided, however, that the Seller shall not have the right to terminate this Agreement pursuant to this Section 10.1(a)(ii) if the Seller is then in breach of any of its covenants or agreements contained in this Agreement or any of the representations or warranties of the Seller contained in this Agreement shall be inaccurate, and, in any such case would give rise to the failure of a condition set forth in Section 8.1;

(iii) by the Buyer, if a breach or failure to perform any of the covenants or agreements of the Seller contained in this Agreement shall have occurred, or there shall be any inaccuracy of any of the representations or warranties of the Seller contained in this Agreement, and such breach, failure to perform or inaccuracy either individually or in the aggregate would, if occurring or continuing on the Closing Date, give rise to the failure of a condition set forth in Section 8.1, and such breach, failure to perform or inaccuracy if curable, is not cured by, on or before the earlier of (i) the Termination Date or (ii) thirty (30) days following receipt of written notice by Buyer, or which by its nature or timing cannot be cured prior to the Termination Date; provided, however, that the Buyer shall not have the right to terminate this Agreement pursuant to this Section 10.1(a)(iii) if the Buyer is then in material breach of any of its covenants or agreements contained in this Agreement or any of the representations or warranties of the Buyer contained in this Agreement shall be materially inaccurate, and, in any such case would give rise to the failure of a condition set forth in Section 7.1;

(iv) by the Seller or the Buyer, if any U.S. federal or state court of competent jurisdiction shall have issued a final and nonappealable Order permanently enjoining or otherwise prohibiting the consummation of the sale of the Purchased Assets contemplated hereby;

(v) by the Seller or the Buyer if the Closing shall not have been consummated on or before June 2, 2017 (the "Termination Date"). Notwithstanding the foregoing, the right to terminate this Agreement under this Section 10.1(a)(v) shall not be available to any party if the failure of the Closing to occur by such date shall be due to the failure of such party to perform or observe the covenants and agreements of such party set forth in this Agreement; or

(vi) by the Seller, upon the termination of the Merger Agreement for any reason.

(b) The party desiring to terminate this Agreement pursuant to (a) (other than pursuant to Section 10.1(a)(i)) shall give written notice of such termination to the other party or parties, as applicable.

(c) Subject to clause (d) below, in the event that this Agreement shall be terminated pursuant to Section 10.1(a), all further obligations of the parties under this Agreement (other than (1) Section 5.5, (2) this Article X, (3) Article XI, (4) in the case of a termination in accordance with Section 10.1(a)(v), the Termination Fee, if any, that may be owed by the Buyer pursuant to Section 10.3, and (5), for the avoidance of doubt, the Confidentiality Agreement, which, in each case, shall remain in full force and effect) shall be terminated without further liability of any party; provided that nothing herein shall relieve any party from liability for any breach of this Agreement.

(d) If this Agreement is terminated by the Seller pursuant to Section 10.1(a)(ii), or the Buyer pursuant to Section 10.1(a)(iii), then either the Seller or the Buyer, respectively, shall be entitled to prompt payment on demand from the other of the reasonable attorneys' fees actually incurred by the Seller or the Buyer in enforcing their respective rights under this Agreement. For the avoidance of doubt, the parties hereto expressly acknowledge and agree that this Section 10.1(d) in no way limits or restricts the Seller's or Buyer's ability to exercise its rights to specific performance pursuant to Section 11.16 at any time prior to the termination of this Agreement in accordance with its terms.

(e) The parties hereto acknowledge and agree that (i) the agreements contained in Article X are an integral part of the transactions contemplated hereby, (ii) the Termination Fee shall constitute liquidated damages and not a penalty and (iii) without these agreements, the parties would not enter into this Agreement. Notwithstanding anything to the contrary in this Agreement, if Buyer fails to effect the Closing when required by Section 2.4 for any or no reason or otherwise breaches any covenants or agreements set forth in this Agreement (whether willfully, intentionally, unintentionally or otherwise) or, if the Closing does not occur, fails to perform

hereunder (whether willfully, intentionally, unintentionally or otherwise), then, except for the right of the Seller to seek specific performance as provided in Section 11.15 of this Agreement, (i) Seller's sole and exclusive remedy (whether at law, in equity, in contract, in tort or otherwise) against Buyer and any of its former, current and future direct or indirect equityholders, controlling persons, stockholders, directors, officers, employees, agents, Affiliates, members, managers, general or limited partners, financing sources or assignees (each a "Related Party") or any Related Party of any Related Party for any breach, loss or damage resulting from, arising out of or relating to this Agreement, or the Buyer Ancillary Documents shall be to terminate this Agreement (or allow Buyer to terminate this Agreement) if such termination is permitted under the terms of this Agreement, to receive any costs or expenses reimbursable by Buyer pursuant to the terms of this Agreement, to enforce the Guaranty and, only to the extent provided by Section 10.3, receive payment of the Termination Fee and (ii) none of the Related Parties or any Related Party of a Related Party will have any liability to Seller or any of their respective Affiliates resulting from, arising out of or relating to this Agreement or any of the Buyer Ancillary Agreements, or in respect of any oral representations made or alleged to be made in connection herewith or therewith, whether at law or equity, in contract, in tort or otherwise. The parties acknowledge and agree that in no event will Buyer be required to pay the Termination Fee on more than one occasion. Upon payment of the Termination Fee and any Enforcement Expenses, none of the Related Parties or any Related Party of any Related Party shall have any further liability to Seller, or any of its respective Affiliates resulting from, arising out of or relating to this Agreement or any of the Buyer Ancillary Agreements or in respect of any oral representations made or alleged to be made in connection herewith or therewith, whether at law or equity, in contract, in tort or otherwise, and none of the Related Parties or any Related Party of any Related Party shall have any further liability to Seller or any of its respective Affiliates arising out of this Agreement or the transactions contemplated hereby. Notwithstanding anything to the contrary contained in this Section 10.1(e), in no event shall the foregoing provision apply with respect to any matters after the Closing Date or with respect to the Confidentiality Agreement.

**Section 10.2 Withdrawal of Certain Filings.** In the event of termination under the provisions of this Article X, all filings, applications and other submissions relating to the transactions contemplated by this Agreement as to which termination has occurred shall, to the extent practicable, be withdrawn from the Governmental Body or other Person to which made.

**Section 10.3 Termination Fee.** If this Agreement is terminated (i) by Seller pursuant to Section 10.1(a)(ii), or (ii) by any Party pursuant to Section 10.1(a)(v) (and at such time Seller is entitled to terminate this Agreement pursuant to Section 10.1(a)(ii)) then, subject to Section 10.1(c) and Section 11.15, in lieu of all other claims and remedies that might otherwise be available against Buyer or any of its Affiliates with respect thereto, Buyer shall pay Seller the Termination Fee, in cash, by wire transfer of same day funds as promptly as reasonably practicable (and, in any event, within two Business Days following the date of termination of this Agreement). The "Termination Fee" for any termination of this Agreement pursuant to this Section 10.3 shall equal Six Million Dollars (\$6,000,000.00), such payment to be made by wire transfer of immediately available funds within five (5) Business Days following such

termination (the "Payment Date") (it being understood that in no event shall the Parent be required to pay the Termination Fee on more than one occasion). If the Buyer fails to pay the amount due pursuant to this Section 10.3 on or prior to the Payment Date, and, in order to obtain such payment, the Seller commences an action that results in a judgment against the Buyer or the Buyer Guarantor for the Termination Fee or any portion thereof, the Buyer shall pay, or cause to be paid, to the Seller interest on such amount at a rate equal to the prime rate (as published in the Wall Street Journal in effect on the date such payment was required to be made) plus 5% through the date such payment was actually received] and the Seller's costs and expenses (including reasonable attorneys' fees and expenses) in connection with such action (collectively, "Enforcement Expenses").

## ARTICLE XI

### GENERAL PROVISIONS

**Section 11.1 Survival of Obligations.** All of the representations and warranties of the parties hereto contained in this Agreement and any Ancillary Agreement shall survive the Closing Date and shall terminate and expire twelve (12) months after the Closing Date. Subject to the foregoing, none of the covenants, agreements or obligations shall survive the consummation of the Closing, except to the extent such covenants, agreements and obligations contemplate performance after the Closing, in which case each such covenant, agreement and obligation shall survive until performed. No claim may be brought under this Agreement unless written notice describing in reasonable detail the facts giving rise to the 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 with respect thereto are fully satisfied.

**Section 11.2 Confidential Nature of Information.** Each party agrees that it will treat in confidence all documents, materials and other information which it shall have obtained regarding the other party or parties during the course of the negotiations leading to the consummation of the transactions contemplated hereby (whether obtained before or after the date of this Agreement), the investigation provided for herein and the preparation of this Agreement and other related documents, and, in the event the transactions contemplated hereby shall not be consummated, each party will return to the other party or parties all copies of nonpublic documents and materials which have been furnished in connection therewith. Without limiting the right of either party to pursue all other legal and equitable rights available to it for violation of this Section 11.2 by the other party, it is agreed that other remedies cannot fully compensate the aggrieved party for such a violation of this Section 11.2 and that the aggrieved party shall be entitled to injunctive relief to prevent a violation or continuing violation hereof.

**Section 11.3 Governing Law.** This Agreement and all claims or causes of action (whether in contract, tort or otherwise) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement) shall be governed and construed in accordance with the internal Laws of the State of Delaware applicable to contracts made and wholly performed within the State of Delaware, without regard to any

applicable conflicts of law principles that would result in the application of the Laws of any other jurisdiction.

**Section 11.4 Exclusive Jurisdiction; Court Proceedings.** The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Chancery Court of the State of Delaware and any state appellate court therefrom or, if such court lacks subject matter jurisdiction, the United States District Court sitting in New Castle County in the State of Delaware, and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in this Section 11.4 shall be deemed effective service of process on such party. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER IN CONTRACT OR TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM INVOLVING ANY FINANCING SOURCE AND THEIR RESPECTIVE NONPARTY AFFILIATES).

**Section 11.5 Notices.** All notices and other communications in connection with this Agreement shall be in writing and shall be deemed given (a) on the date of delivery if delivered personally or if sent via facsimile (with confirmation and same day dispatch by express courier utilizing next-day service), (b) on the earlier of confirmed receipt or the third (3rd) Business Day following the date of mailing if mailed by registered or certified mail (return receipt requested), (c) on the first (1st) Business Day following the date of dispatch if delivered utilizing next-day service by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice) or (d) on the date such notice is transmitted by e-mail to the e-mail addresses previously provided to the other parties:

If to the Seller:

Nexstar Broadcasting Group, Inc.  
545 E. John Carpenter Freeway  
Suite 700  
Irving, Texas 75062  
Attention: Perry A. Sook and Elizabeth Ryder  
Facsimile: (972) 373-8888  
Email: psook@nexstar.tv and eryder@nexstar.tv



with a copy (which shall not constitute notice) to:

Kirkland & Ellis LLP  
601 Lexington Avenue  
New York, New York 10022  
Attention: Armand Della Monica  
Facsimile: (212) 446-4900  
Email: adellamonica@kirkland.com

If to the Buyer, to:

c/o MSouth Equity Partners, LLC  
Two Buckhead Plaza  
3050 Peachtree Road, NW, Suite 550  
Atlanta, Georgia 30305  
Attention: Ryan Leach  
Fax: (404) 816-3258  
Phone: (404) 816-3255 ext. 105  
Email: Rleach@MSouth.com

with a copy (which shall not constitute notice) to:

Sutherland Asbill & Brennan LLP  
999 Peachtree St, NE, Suite 2300  
Atlanta, GA 30309  
Attention: Michael J. Voynich  
Fax: 404-853-8864  
Phone: 404-853-8329  
Email: Michael.Voynich@sutherland.com

**Section 11.6 Successors and Assigns; Third Party Beneficiaries.**

(a) This Agreement and all of its terms shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, including any successor by a merger or conversion referenced below. Except as provided in this Section 11.6(a), this Agreement shall not be assigned by any party hereto. Any party (including, for this purpose, Seller) may assign or transfer any of its rights and obligations under this Agreement to any of its Affiliates, provided that no such assignment or transfer materially delays the grant of the FCC Consent, clearance under the HSR Act, if necessary, DOJ Consent, or approval by the DOJ pursuant to the DOJ Final Judgment. In addition, Buyer may collaterally assign all or any portion of its rights under this Agreement to its Lender or Lenders, Equity Investor or other Financing Source or Sources in connection with obtaining any financing (or any refinancing thereof), and after the Closing, to any purchaser(s) of all or substantially all of the Purchased Assets from Buyer. Notwithstanding any assignment permitted by this Section 11.6(a) or Section 6.1(a), no such assignment or transfer shall operate to relieve a party of any of its liabilities or obligations hereunder.

(b) Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon any Person other than the parties and successors and assigns permitted by this Section 11.6 any right, remedy or claim under or by reason of this Agreement.

**Section 11.7 Access to Records after Closing.**

(a) For a period of six (6) years after the Closing Date, the Seller and its representatives shall have reasonable access to all of the books and records of the Business transferred to the Buyer hereunder to the extent that such access may reasonably be required by the Seller in connection with matters relating to or affected by the operations of the Business prior to the Closing Date. Such access shall be afforded by the Buyer upon receipt of reasonable advance notice and during normal business hours. The Seller shall be solely responsible for any costs or expenses incurred by it pursuant to this Section 11.7(a). If the Buyer shall desire to dispose of any of such books and records prior to the expiration of such six (6) year period, it shall, prior to such disposition, give the Seller a reasonable opportunity, at the Seller's expense, to segregate and remove such books and records as the other party may select.

(b) For a period of six (6) years after the Closing Date, the Buyer and its representatives shall have reasonable access to all of the books and records relating to the Business which the Seller may retain after the Closing Date. Such access shall be afforded by the Seller upon receipt of reasonable advance notice and during normal business hours. The Buyer shall be solely responsible for any costs and expenses incurred by it pursuant to this Section 11.7(b). If the Seller shall desire to dispose of any of such books and records prior to the expiration of such six (6) year period, such party shall, prior to such disposition, give the Buyer a reasonable opportunity, at the Buyer's expense, to segregate and remove such books and records as the other party may select.

**Section 11.8 Entire Agreement; Amendments.** This Agreement, the Exhibits and Schedules referred to herein and the other documents delivered pursuant hereto contain the entire understanding of the parties hereto with regard to the subject matter contained herein or therein, and supersede all prior agreements, understandings or intents between or among any of the parties hereto. The parties hereto, by mutual agreement in writing, may amend, modify and supplement this Agreement.

**Section 11.9 Interpretation.** Article titles and headings to Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. For purposes of this Agreement, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation," (ii) the word "or" is not exclusive and (iii) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein (a) to Articles, Sections, Exhibits and Schedules mean the Articles and Sections of, and the Exhibits and Schedules attached to, this Agreement and (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and



modified from time to time to the extent permitted by the provisions thereof and by this Agreement. This Agreement, the Buyer Ancillary Agreements and the Ancillary Agreements shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. References to a “party hereto” or the “parties hereto” or similar phrases shall refer to the Seller and the Buyer. An asset or right shall be deemed to be “exclusively related” to or “exclusively used in” the Business if in the ordinary course of the Business such asset or right is used solely in the Business and is not used by the other businesses and operations of the Seller.

**Section 11.10 Waivers.** Any term or provision of this Agreement may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any waiver must be clearly expressed and communicated by the waiving party to the party receiving the benefit of the waiver. The failure of any party hereto to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other or subsequent breach.

**Section 11.11 Expenses.** Except as otherwise expressly provided herein, each of Seller and the Buyer will pay all of its own respective costs and Expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

**Section 11.12 Partial Invalidity.** Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable Law, but in case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

**Section 11.13 Execution in Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the parties and delivered to each of the Seller and the Buyer.

**Section 11.14 Disclaimer of Warranties.** Seller makes no representations or warranties with respect to any projections, forecasts or forward-looking information provided to the Buyer. There is no assurance that any projected or forecasted results will be achieved. EXCEPT AS TO THOSE MATTERS EXPRESSLY COVERED BY THE REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT AND THE CERTIFICATES DELIVERED BY THE SELLER PURSUANT TO SECTION 8.1, THE SELLER IS SELLING THE BUSINESS AND THE PURCHASED ASSETS ON AN “AS IS, WHERE IS” BASIS AND SELLER DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTIES WHETHER EXPRESS OR IMPLIED. THE SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY

PARTICULAR PURPOSE AND NO IMPLIED WARRANTIES WHATSOEVER. The Buyer acknowledges that neither the Seller nor any of its representatives or Affiliates nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any memoranda, charts, summaries or schedules heretofore made available by the Buyer or its representatives or Affiliates or any other information which is not included in this Agreement or the Schedules hereto, and neither the Seller nor any of its representatives or Affiliates nor any other Person will have or be subject to any liability to the Buyer, any Affiliate of the Buyer or any other Person resulting from the distribution of any such information to, or use of any such information by, the Buyer, any Affiliate of the Buyer or any of their agents, consultants, accountants, counsel or other representatives. In making its determination to proceed with the transactions contemplated by this Agreement the Buyer and its Affiliates have relied solely on (a) the results of their own independent investigation and (b) the representations and warranties of Seller expressly and specifically set forth in this Agreement. The Buyer and its Affiliates expressly and specifically disclaim that they are relying upon or have relied upon any representation or warranty of any kind or nature, whether express or implied, not included in this Agreement that may have been made by any Person, and acknowledge and agree that the Seller expressly and specifically disclaims any such other representations and warranties.

**Section 11.15 Specific Performance.** The parties agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached or the Closing was not consummated, and that money damages would not be an adequate remedy, even if available. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof (including the parties' obligations to consummate the Closing) in any court of competent jurisdiction, 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 any other party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in 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 post any bond or other security in connection with any such order or injunction. It is acknowledged and agreed that the Seller may simultaneously seek specific performance pursuant to this Section 11.15 and, as an alternative remedy, termination of this Agreement and payment from the Buyer of the Termination Fee in the event that specific performance is not awarded.

**Section 11.16 Guarantee.** As consideration for the benefits that Buyer and the Buyer Guarantor will receive as a result of Buyer entering into this Agreement, the Buyer Guarantor hereby agrees that it shall be responsible for all of the obligations of Buyer (and any Person to whom Buyer assigns any of its rights or delegates any of its obligations under this Agreement, in whole or in part) under Section 10.3 of this Agreement, and the Buyer Guarantor hereby guarantees to the Seller the due and punctual performance and payment in full of the Termination Fee, if any, that becomes payable by Buyer or its assignee hereunder. This guaranty by the Buyer Guarantor is an absolute, unconditional, present and continuing guaranty of payment and performance (as opposed to a guaranty only of collection) and the Seller may enforce its rights under this guaranty without notice of default or undertaking any proceeding or

filing any cause of action against Buyer (or any Person to whom Buyer assigns any of its rights or delegates any of its obligations under this Agreement, in whole or in part). The Buyer Guarantor hereby waives any and all defenses applicable to a guarantor or a surety under applicable Law in connection with its obligations under this guaranty and, without limiting the foregoing, the terms and conditions of the obligations of Buyer (or any Person to whom Buyer assigns any of its rights or delegates any of its obligations under this Agreement, in whole or in part) under Section 10.3 of this Agreement may be modified, amended or supplemented without the consent or approval of the Buyer Guarantor and the guaranty of the Buyer Guarantor shall continue in full force and effect as so modified, amended or supplemented. Notwithstanding the foregoing, the obligations of the Buyer Guarantor shall be satisfied in full and no further obligations of the Buyer Guarantor shall exist from and after the earlier to occur of (i) the Closing upon payment of the Purchase Price by Buyer in accordance with the terms hereof or (ii) a termination of this Agreement in accordance with Section 10.1(a) where no Termination Fee is due or payable upon such termination.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**SELLER**

NEXSTAR BROADCASTING, INC.

By: 


Name: Thomas E. Carter

Title: Chief Financial Officer

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**BUYER**

USA TELEVISION MIDAMERICA  
HOLDINGS, LLC

By:   
Name: Robert S. Prather, Jr.  
Title: Chief Executive Officer

**BUYER GUARANTOR**

MSOUTH EQUITY PARTNERS III, L.P.

MSouth Equity Partners III GP, LLC,  
its General Partner

By: \_\_\_\_\_  
Name: Barry Boniface  
Title: Manager

**BUYER**

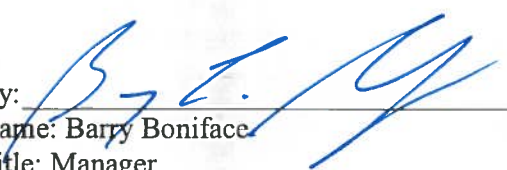
USA TELEVISION MIDAMERICA  
HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Robert S. Prather, Jr.  
Title: Chief Executive Officer

**BUYER GUARANTOR**

MSOUTH EQUITY PARTNERS III, L.P.

MSouth Equity Partners III GP, LLC,  
its General Partner

By:  \_\_\_\_\_  
Name: Barry Boniface  
Title: Manager