

**ASSET PURCHASE AGREEMENT**

**DATED AS OF DECEMBER 1, 2023**

**BY AND AMONG**

**RED RIVER BROADCAST CO., LLC,**

**KQDS-TV CORP.,**

**COASTAL TELEVISION OF NORTH DAKOTA LLC**

**AND**

**COASTAL TELEVISION OF MINNESOTA LLC**

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Exhibit H	Officer's Certificate of Purchaser
Exhibit I	Secretary's Certificate of Purchaser

**ASSET PURCHASE AGREEMENT** (the “**Agreement**”) dated as of December 1, 2023, by and among (i) Red River Broadcast Co., LLC, a Minnesota limited liability company (“**LLC Seller**”), and KQDS-TV Corp., a Minnesota Corporation (“**Corp. Seller**”; and together with LLC Seller, collectively, “**Seller**”); and (ii) Coastal Television of North Dakota LLC, a Delaware limited liability company (“**CTND**”), and Coastal Television of Minnesota LLC, a Delaware limited liability company (“**CTM**”; and together with CTND, collectively, “**Purchaser**”).

**WHEREAS**, Seller owns and operates television broadcast stations KVRR(TV), Fargo, North Dakota; KJRR(TV), Jamestown, North Dakota; KNRR(TV), Pembina, North Dakota; KBRR(TV), Thief River Falls, Minnesota; and KQDS-TV, Duluth, Minnesota, along with all associated low power televisions stations and translators (collectively, the “**Station**”) pursuant to certain authorizations issued by the United States Federal Communications Commission (the “**FCC**”) to Seller;

**WHEREAS**, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, all assets owned, used or held for use in the operation of the Station, excluding the Excluded Assets (as defined herein), and in connection therewith, Purchaser has agreed to assume certain liabilities of Seller relating to the Station, all upon the terms and subject to the conditions set forth herein and in the Operative Agreements (as defined below) (such transactions sometimes being referred to herein as the “**Transactions**”);

**WHEREAS**, the prior consent of the FCC is required to permit the consummation of the Transactions; and

**WHEREAS**, Seller and Purchaser desire to make certain representations, warranties, covenants and agreements in connection with the Transactions, all as more fully set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants, promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto hereby agree as follows:

## **ARTICLE I DEFINITIONS**

1.1. Certain Definitions. For all purposes of and under this Agreement, the following terms shall have the respective meanings set forth below:

(a) “**Accounts Receivable**” means all accounts receivable, notes receivable and other monies due to Seller for sales and deliveries of goods, performance of services, sale of advertisements, broadcast time and programming, digital advertising services, and other business transactions related to the Station attributable to the period prior to the Effective Time.

(b) “**Action**” means any claim, action, suit or proceeding, arbitral action, governmental inquiry, audit, notice of violation, litigation, citation, summons, criminal

prosecution or other investigation by or before any Governmental Authority, whether at law or equity.

(c) **“Affiliate”** means, as applied to any Person, (i) any other Person directly or indirectly controlling, controlled by or under common control with, that Person, or (ii) any director, partner, member, officer, manager, agent, employee or relative of such Person. For the purposes of this definition, “control” (including with correlative meanings, the terms “controlling,” “controlled by,” and “under common control with”) as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract or otherwise.

(d) **“Auction Repack”** means the auction and reallocation of broadcast television spectrum conducted by the FCC pursuant to the Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-96, §6402, 6403, 125 Stat. 156 (2012) and the 2018 Reimbursement Expansion Act of 2018, Pub. L. No. 115-141, at Division E, Title V, §511, 132 Stat.348 (2018) and the FCC’s rules, regulations, policies and procedures promulgated in FCC Docket Nos. 12-268 and 18-214.

(e) **“Bargaining Agreements”** means the collective bargaining agreements set forth on Schedule 4.16(b).

(f) **“Business Day”** means any weekday (Monday through Friday) on which commercial banks in Fargo, North Dakota or Duluth, Minnesota are open for business.

(g) **“Business Intellectual Property”** means all Intellectual Property that is used, held for use or practiced by Seller in the operation of the Station as currently conducted or to which Seller is entitled, the transfer of which to Purchaser will not violate contractual obligations of Seller or federal or state laws or regulations, and with respect to Software, to the extent that Seller may grant or sublicense rights therein to Purchaser under software and software-as-service license agreements into which Seller has entered with third parties, including the Intellectual Property listed on Schedule 4.6.

(h) **“C-Band Repack”** means the reallocation of spectrum used for satellite operations conducted by the FCC pursuant to rules, regulations, policies, and procedures promulgated in FCC Docket No. 18-122.

(i) **“Communications Act”** means the Communications Act of 1934, as amended, and all rules, regulations and published policies of the FCC promulgated thereunder.

(j) **“Confidentiality Agreement”** means the Letter of Confidentiality entered into by Kalil & Co., Inc., on behalf of Seller, and Coastal Television Broadcasting Group LLC dated August 3, 2023.

(k) **“Contract”** means any contract, agreement, sales and purchase orders, indenture, note, bond, instrument, lease, conditional sales contract, mortgage, license, franchise

agreement, concession agreement, security interest, guaranty, commitment, undertaking or other agreement or arrangement, whether written or oral.

(l) **“Databases”** means databases in all forms, versions and media, together with prior and proposed updates, modifications and enhancements thereto, as well as all documentation and listings therefor.

(m) **“Employee Plan”** means (i) any “employee benefit plan” within the meaning of section 3(3) of ERISA, whether subject to ERISA or not, and each other retirement, pension, deferred compensation, severance, profit sharing, savings, supplemental retirement, fringe benefit, group health, flexible spending, retiree medical, dental, life insurance, disability, cafeteria or vacation plan, agreement, policy or arrangement; (ii) any phantom equity, equity or equity-based compensation plan or arrangement; (iii) any change of control, bonus or incentive arrangement; and (iv) any salary continuation, severance or termination agreements, policies or arrangements that are not covered by ERISA; in each case that (A) is sponsored, maintained or contributed to or required to be maintained or contributed to by Seller, or with respect to which Seller has or may have actual or contingent liability or obligation for the benefit of any Business Employee or former employee, director or other service provider (or their respective dependents or beneficiaries) of Seller, or (B) Seller has or may have actual or contingent Liability.

(n) **“Encumbrance”** means any security interest, pledge, mortgage, lien, charge, claim, community property interest, restriction on transfer (such as a right of first refusal or other similar right), easement, adverse claim of ownership or use, defect of title, option or other right to purchase, encroachment, reservation or other encumbrance of any kind or character, including any restriction on use, voting, transfer, receipt of income or exercise of any other attribute of ownership.

(o) **“Enforceability Exceptions”** means the exceptions or limitations to the enforceability of Contracts under principles of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Law affecting creditors’ rights and relief of debtors generally, and rules of law and general principles of equity including, without limitation, rules of law and general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(p) **“Environmental Law”** means any applicable Law, order, regulation, decree, permit, license, ordinance, or other federal, state, county, provincial, local or foreign governmental published requirements relating to pollution, the protection of human health (from exposure to Hazardous Substances) and the environment, or the discharge or Release of any Hazardous Substance into the environment.

(q) **“Equipment”** means all machinery, equipment, computers, motor vehicles, aircraft, furniture, fixtures, furnishings, Transmission Equipment, tools, parts and supplies, inventory, advertising and promotional materials, blank films, tapes, telecommunications equipment, leasehold improvements and all other items of tangible personal property (other than

those included in the Excluded Assets) owned or leased by Seller and used or held for use by it in the operation of the Station, including those items listed and described on Schedule 4.5(a).

(r) **“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended, any successor statute thereto, and the rules and regulations promulgated thereunder.

(s) **“ERISA Affiliate”** means any Person, trade or business (whether or not incorporated) that at any time before Closing is under common control with Seller pursuant to section 414 of the Internal Revenue Code or section 4001 of ERISA.

(t) **“FCC Consent”** means the actions of the FCC (including any action duly taken by the FCC’s staff pursuant to delegated authority) granting consent to the assignment of the FCC Licenses necessary for the consummation of the Transactions.

(u) **“FCC Licenses”** means all of the FCC licenses, permits and other authorizations or registrations issued to Seller with respect to the Station including the FCC licenses, permits and other authorizations and registrations identified in Schedule 4.15(a).

(v) **“Final Order”** means any action by the FCC (including action duly taken by the FCC’s staff pursuant to delegated authority) (a) which has not been vacated, reversed, stayed, set aside, annulled or suspended, (b) with respect to which no appeal, request for stay, or petition for rehearing, reconsideration or review by any court or administrative agency or by the FCC is pending, and (c) as to which the time for filing any such appeal, request, petition, or similar document for rehearing, reconsideration or review has expired (or if any such appeal, request, petition or similar document has been filed, the FCC action has been upheld in a proceeding pursuant thereto and no additional appeal, rehearing, review or reconsideration may be sought).

(w) **“Financing Documents”** means any commitment letter, commitment papers, credit agreement, security agreement, or other agreement or instrument pursuant to which a Financing is or will be arranged, mandated, committed, or incurred.

(x) **“Fraud”** means an act, committed by a party to this Agreement, with intent to deceive another party to this Agreement, in connection with this Agreement and requires (a) a false representation of material fact made in Article IV or Article V by such party; (b) with actual knowledge (not imputed or constructive knowledge) that such representation is false; (c) with an intention to induce the party to whom such representation is made to act or refrain from acting in reliance upon it; (d) causing that party, in justifiable reliance upon such false representation and with ignorance to the falsity of such representation, to take or refrain from taking action; and (e) causing such party to suffer damage by reason of such reliance. For the avoidance of doubt, “Fraud” will not include any type of equitable fraud, constructive fraud, statutory fraud, negligent misrepresentation or omission, promissory fraud, unfair dealings fraud, or any form of fraud premised on recklessness, negligence, or similar theories.

(y) **“GAAP”** means generally accepted accounting principles in the United States.



(z) **“Governmental Authority”** means any government, any governmental entity, political subdivision, department, commission, board, agency or instrumentality, any quasi-governmental authority, and any court, tribunal, or judicial body, in each case whether federal, state, county, provincial, local or foreign and of competent jurisdiction.

(aa) **“Governmental Order”** means any order, ruling, writ, judgment, injunction, decree, stipulation, determination, quasi-judicial decision or award or administrative decision or award issued, promulgated or entered by or with any Governmental Authority or arbitrator of competent jurisdiction.

(bb) **“Hazardous Substance”** means petroleum, petroleum by-products, polychlorinated biphenyls, per- and polyfluoroalkyl substances, 1,4-Dioxane and any pollutant, contaminant or hazardous or toxic substance, material, or waste that is labeled or regulated as such by any Governmental Authority pursuant to an applicable Environmental Law, but excluding de minimis amounts of substances, materials, and wastes customarily used or stored on, or disposed from similar properties for the purpose of cleaning or other maintenance or operations in the Ordinary Course of Business (including, without limitation, those normally found in motor vehicles and for maintenance of tower/antennas and other broadcast equipment).

(cc) **“Indemnity Escrow Balance”** means (i) \$1,737,600 *minus* (ii) sum of the Escrow Deposit plus any interest or earnings thereon transferred to the Indemnity Escrow.

(dd) **“Independent Accounting Firm”** means BDO USA, LLP.

(ee) **“Intellectual Property”** means any of the following and/or rights with respect to the following: (i) patents, patent disclosures and related improvements, (ii) trademarks, service marks, trade dress, logos, jingles, slogans, assumed names, brand names, trade names, call letters, corporate names and second-level domain names, along with any associated goodwill, (iii) copyrights and copyrightable works, (iv) trade secrets and confidential business information, including ideas, formulas, processes, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, whether trade secrets or not, (v) Software, (vi) internet domain names and Internet web site addresses and all related web site content, (vii) registrations and applications to register any of the foregoing, if applicable, (viii) any and all continuations, divisions, reissues, extensions and renewals of any of the foregoing, if applicable, and (viii) rights to sue with respect to past and future infringements of any of the foregoing.

(ff) **“Internal Revenue Code”** means the Internal Revenue Code of 1986, as amended, any successor statute thereto, and the rules and regulations promulgated thereunder.

(gg) **“IRS”** means the United States Internal Revenue Service, and any successor agency thereto.

(hh) “**IT Assets**” means Software, information technology equipment, databases, websites, content, e-commerce platforms and associated content and documentation used or held for use in connection the operation of the Station as presently conducted.

(ii) “**Knowledge of Seller**”, “**Seller’s Knowledge**”, “**known to Seller**” and phrases of similar import mean, with respect to any matter in question relating to Seller or the Station, the actual knowledge of such matter by any of the named individuals listed in Schedule 1.1(ii) hereto, after reasonable due inquiry.

(jj) “**Law**” means, in effect as of the Effective Time, applicable common law or any applicable statute, permit, ordinance, code or other law, rule, regulation, treaty, judgment, requirement or order enacted, adopted, promulgated or applied by any applicable Governmental Authority, including any applicable Governmental Order.

(kk) “**Lenders**” means lenders that participate or commit to participate in any debt Financing as contemplated in Section 6.25.

(ll) “**Liability**” means any indebtedness, obligation or other liability (whether absolute, accrued, matured, contingent (or based upon any contingency), known or unknown, liquidated, unliquidated, fixed or otherwise, or whether due or to become due), including any fine, penalty, judgment, award or settlement respecting any judicial, administrative or arbitration proceeding, damage, loss, claim or demand with respect to any Law.

(mm) “**License**” means any franchise, approval, permit, order, authorization, consent, license, registration or filing, certificate, variance and any other similar right obtained from or filed with any Governmental Authority.

(nn) “**Malicious Instruction**” means any so-called computer viruses, worms, trap or back doors, Trojan horses, or any other similar instructions, codes, programs, data or materials.

(oo) “**Material Adverse Effect**” means any event, condition, change, occurrence, development, circumstance, effect or state of facts (each, an “**Effect**”) that is, or could be reasonably expected to become, individually or in the aggregate with any such other Effect, materially adverse to (i) the properties, operations, business, liabilities, condition (financial or otherwise) or results of operations of the Station, taken as a whole, (ii) the value of the Assets, or (iii) the ability of Seller to consummate the Transactions on a timely basis; *provided, however*, that “**Material Adverse Effect**” shall not include any Effect, directly or indirectly, arising out of or attributable to: (A) any changes in applicable Laws; (B) any changes in GAAP or regulatory accounting rules; (C) conditions in the United States or global economy or capital, credit or financial markets generally; (D) Effects generally applicable to the broadcast television industry; (E) hostilities, acts of terrorism or war, or any material escalation of any such hostilities, acts of terrorism or war; and (F) the execution and delivery of this Agreement and the announcement of this Agreement and the Transactions contemplated hereby; except, in the case of clauses (A), (C), (D) and (E), to the extent such Effects have a disproportionate effect on the Station (relative to other broadcast television stations).

(pp) **“MVPD”** means any multi-channel video programming distributor, as that term is defined by the FCC as of the date of this Agreement.

(qq) **“Operative Agreements”** means, collectively, this Agreement, the Escrow Agreement, the Confidentiality Agreement, the Bill of Sale, the Assignment and Assumption, the Assignments and Assumptions for Leases, the Assignment of FCC Licenses and other agreements or deeds delivered in connection with the Closing, if any.

(rr) **“Ordinary Course of Business”** means, with respect to a Person, the ordinary and usual course of normal day to day operations of such Person, consistent with such Person’s past practice.

(ss) **“Organizational Documents”** means, with respect to any Person (other than an individual), the articles or certificate of incorporation, bylaws, certificate of formation, operating or limited liability company agreement, certificate of limited partnership, limited partnership agreement and all other organizational documents of such Person.

(tt) **“Permitted Encumbrances”** means any: (i) liens for any Taxes, assessments or other governmental charges (A) not yet due and payable or (B) that are being contested in good faith and, for which in any such events, adequate reserves have been established in the financial statements in accordance with GAAP; (ii) mechanics’, carriers’, workmen’s, repairmen’s or other like liens arising or incurred in the Ordinary Course of Business with respect to amounts that are not yet due and payable and which are not, individually or in the aggregate, material to the Station or the Assets; (iii) easements, rights of way, zoning ordinances and other similar encumbrances affecting Real Property which are not, individually or in the aggregate, material to the Station or the Assets, which do not prohibit or interfere with the current operation of any Real Property and which do not render title to any Real Property unmarketable; (iv) other than with respect to Owned Real Property, liens arising under equipment leases with third parties entered into in the Ordinary Course of Business which are not, individually or in the aggregate, material to the Station or the Assets, all of which are disclosed on Schedule 1.1(tt); (v) non-exclusive licenses of Intellectual Property granted in the Ordinary Course of Business; and (vi) Encumbrances set forth on Schedule 1.1(tt).

(uu) **“Person”** means any individual, general or limited partnership, firm, corporation, limited liability company, association, trust, unincorporated organization, joint venture or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

(vv) **“Personal Information”** means any information that identifies or could be reasonably linked to an identifiable individual.

(ww) **“Privacy and Security Laws and Standards”** means applicable industry standards concerning the privacy and security of Personal Information, including Payment Card Industry Data Security Standards, and any applicable Law regarding the protection, collection, access, use, storage, disposal, disclosure or transfer of Personal Information and all regulations promulgated thereunder, including the Fair Credit Reporting Act, the Fair and Accurate Credit

Transaction Act, the Federal Trade Commission Act, the Privacy Act of 1974, the CAN-SPAM Act, the Telephone Consumer Protection Act, the Telemarketing and Consumer Fraud and Abuse Prevention Act, Children's Online Privacy Protection Act, the Health Insurance Portability and Accountability Act of 1996, as amended and supplemented by the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009, U.S. state consumer privacy Laws, and U.S. state data security and breach notification Laws.

(xx) **"Program Rights"** means the rights of the Station presently existing or obtained after the date of this Agreement and prior to the Closing Date in accordance with the terms of this Agreement, to distribute television programs or shows as part of the programming, including all film and program barter agreements, sports rights agreements, news rights or service agreements, affiliation agreements and syndication agreements related to the Station, in each case, that are either (x) owned by Seller or (y) licensed to Seller.

(yy) **"Real Property"** means the Leased Real Property and the Owned Real Property.

(zz) **"Release"** means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of a Hazardous Substance into the environment.

(aaa) **"Restricted Business"** means the operation of and business conducted by the Station.

(bbb) **"Software"** means all computer programs, materials, tapes, source code and object code, Databases and compilations, including data and collections of data (subject to the provisions of Seller's privacy policies), whether machine-readable or otherwise and all prior and proposed versions, releases, modifications, updates, upgrades and enhancements thereto, as well as all documentation and listings related thereto.

(ccc) **"Straddle Period"** any taxable period that includes (but does not end on) the day before the Closing Date.

(ddd) **"Tax"** or **"Taxes"** means any and all (i) federal, state, local or foreign income, gross income, gains, gross receipts, sales, use, ad valorem, goods and services, capital, production, transfer, registration, value added, premium, alternative or minimum, franchise, windfall profits, license, withholding, payroll, employment, disability, employer health, excise, estimated, severance, stamp, occupation, property, environmental, custom duties, unemployment or other taxes or charges in the nature of a tax of any kind whatsoever imposed by a Governmental Authority, as well as any obligations under abandoned property, escheat or similar Laws; (ii) interest (civil or criminal), penalties, fines, additions to, tax or other additional amounts imposed or assessed on or with respect to such amounts of the type described in clause (i) or this clause (ii); and (iii) liability for the payment of any amounts of the type described in clauses (i) or (ii) payable by reason of express or implied obligation or contract (including any tax sharing agreement), assumption, transferee, successor or similar liability (including bulk transfer or similar Laws), operation of law (including pursuant to Treasury Regulations Section 1.1502-6 (or any predecessor

or successor thereof or any analogous or similar provisions of state, local, or non-U.S. Law)), as a result of being a member of any affiliated, consolidated, combined, unitary or similar group, or otherwise.

(eee) **“Tax Return”** means any return, report, information return, claim for refund, estimate, declaration, statement, election, or other document filed or required to be filed with any Governmental Authority or submitted to another Person in connection with the determination, assessment, deposit, or collection of any Tax or the administration of any Laws, regulations or administrative requirements relating to any Tax, and including any related or supporting schedules, attachments, appendices, addenda, or amendments thereto

(fff) **“Territory”** means the Fargo, North Dakota and the Duluth, Minnesota Nielsen Designated Market Areas for the Station, as applicable.

(ggg) **“Trade Agreement”** means any contract, agreement or commitment, oral or written, other than film and program barter agreements, pursuant to which Seller has agreed to sell or trade commercial air time or commercial production services of the Station in consideration for any property or service in lieu of cash.

(hhh) **“Transmission Equipment”** means all analog, digital and other Equipment owned by Seller and used or held for use in the operations of the Station, including the antennae, transmitters, microwave relays and all associated transmission equipment, lines and facilities.

(iii) **“Treasury Regulations”** means the final and temporary regulations promulgated under the Internal Revenue Code by the United States Department of the Treasury.

1.2. Certain Additional Definitions. For all purposes of and under this Agreement, the following terms shall have the respective meanings ascribed thereto in the respective sections of this Agreement set forth opposite each such term below:

<b><u>Term</u></b>	<b><u>Section</u></b>
Acquisition Proposal	6.17(a)
Affordable Care Act	4.10(b)
Agreement	Preamble
Assets	2.1(b)
Assignment and Assumption	3.2(a)(ii)
Assignment of FCC Licenses	3.2(a)(iv)
Assignments and Assumptions for Leases	3.2(a)(iii)
Assumed Liabilities	2.2(b)
Base Purchase Price	2.3(a)
Bill of Sale	3.2(a)(i)
Business Contract(s)	2.1(b)(viii)
Business Employee(s)	4.9(a)
Business Insurance Policies	4.18

<b><u>Term</u></b>	<b><u>Section</u></b>
Business License(s)	2.1(b)(vii)
Cap	8.5(a)
Closing	3.1
Closing Date	3.1
Core Representations	8.1
Damages	8.2
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## ARTICLE II PURCHASE AND SALE OF ASSETS

### 2.1. Purchase and Sale of Assets.

(a) Purchase and Sale. Upon the terms and subject to the conditions set forth herein, at the Closing, Purchaser shall purchase from Seller, and Seller shall irrevocably sell, convey, transfer, assign and deliver to Purchaser, free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest of Seller in and to the Assets.

(b) Assets. For all purposes of and under this Agreement, the term “**Assets**” shall mean, refer to and include all properties, assets, privileges, rights, interests and claims, real, personal or mixed, tangible and intangible, of every type and description (other than the Excluded Assets), that are owned or leased by Seller and used or held for use in connection with the Station as of the Closing Date. Without limiting the foregoing, the Assets shall include the following, except to the extent that any of the following are included within the Excluded Assets:

(i) the FCC Licenses and the Station's call letters, including all of Seller's rights to (A) all URLs and internet domain names consisting of or containing any of the Station's call letters, and (B) any variations or derivations of, or marks confusingly similar to, any of the foregoing;

(ii) all files, logs, books and records maintained by Seller (or on its behalf) of every kind to the extent relating to the operations of the Station, including, without limitation, (A) copies of the financial records, Tax records (other than those specified in Section 2.1(c)(iv)), and the most recent consolidated annual independent auditor's letter, other than books and records set forth in Section 2.1(c)(iv) or as required to be retained by Seller pursuant to applicable Laws (in which case copies of such books and records shall be included in the Assets), (B) personnel files for Transferred Employees (to the extent permitted by applicable Law), (C) information systems owned by Seller, (D) those books and records necessary to operate the Station in compliance with the FCC's rules and regulations, including, but not limited to, the Station's public files, (E) programming information and studies, technical information and engineering data, news and advertising studies or consulting reports, sales correspondence, lists of advertisers, promotional materials, and credit and sales records, and (F) all documentation related to Seller's participation in the Auction Repack or the C-Band Repack, including documentation of all expenses incurred, and for which reimbursement was or may be sought thereunder;

(iii) that certain parcel of real property, as more fully described in Schedule 4.12(a) hereto (the "**Owned Real Property**"), and all the rights arising out of the ownership thereof or appurtenant thereto, including all rights, privileges, grants and easements appurtenant to Seller's interest in the Owned Real Property, together with all buildings, structures, facilities, fixtures and other improvements ("**Improvements**") thereon;

(iv) those lease(s) of real property (the "**Real Property Leases**"), as more fully described in Schedule 4.12(b), as to which Seller is the lessee (the real property demised by a Real Property Lease being called, the "**Leased Real Property**"), and all Improvements owned by Seller included in the Leased Real Property;

(v) all Equipment;

(vi) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property;

(vii) all Licenses possessed by Seller and used or held for use in the operation of the Station or the ownership of the Assets and all rights thereunder (each a "**Business License**" and, collectively, the "**Business Licenses**");

(viii) all Contracts (other than Real Property Leases, which are the subject of clause (iv) above) to which Seller is a party pertaining to the operation of the Station or



the ownership of the Assets and all rights of Seller thereunder (together with the Real Property Leases, each a “**Business Contract**” and, collectively, “**Business Contracts**”);

(ix) to the extent used or held for use by Seller in connection with the Station, all management and other systems (including computers and peripheral Equipment), databases, computer Software, computer disks and similar assets and all licenses and rights in relation thereto;

(x) the Business Intellectual Property;

(xi) all deposits, prepaid expenses and charges attributable to the period prior to the Effective Time in respect of the Station and attributable to periods on or after the Effective Time, in each case, to the extent reflected in the Prorations set forth in Section 2.4 below;

(xii) all of Seller’s rights, claims, credits, advance payments, security, refunds, rights of recovery, causes of action or rights of set-off against third parties relating to the Station or the Assets, including claims pursuant to all warranties, indemnities, representations and guarantees made by suppliers, manufacturers, contractors and other third parties in connection with products or services purchased by or furnished to Seller for use in the Station or affecting any of the Assets;

(xiii) all of Seller’s rights in connection with any “barter” transactions and “trade” agreements affecting the Station, including the Trade Agreements;

(xiv) all claims of Seller against third parties, including, but not limited to, rights to any Actions of any nature available to Seller, in each case to the extent related to the Station, the Assets or the Assumed Liabilities, whether choate or inchoate, known or unknown, contingent or non-contingent, or arising by way of counterclaim or otherwise (subject to Section 2.1(c)(xi)); and

(xv) all goodwill associated with the Assets.

(c) Excluded Assets. Notwithstanding anything to the contrary herein, Seller shall not convey, assign, or transfer to Purchaser, and Purchaser shall not acquire or have any rights to acquire, the following assets of Seller (the “**Excluded Assets**”):

(i) all of Seller’s rights to (A) the corporate and trade names listed on Schedule 2.1(c)(i), (B) all URLs and internet domain names consisting of or containing any of the foregoing, and (C) any variations or derivations of, or marks confusingly similar to, any of the foregoing (subject to Section 6.22);

(ii) all cash, cash equivalents and securities of Seller;

(iii) all bank and other depository accounts of Seller;

(iv) all (A) Tax records and Tax Returns (other than those Tax records and Tax Returns related to personal and real property taxes with respect to the Assets), books of account and other materials not relating to the Assets or the operation of the Station, (B) Organizational Documents, minute books and all other books and records relating to the organization, existence or ownership of Seller, (C) records, documents, plans and financial records related to the Transactions, (D) all records relating to other Excluded Assets and (E) all personnel files for employees of Seller who are not Transferred Employees;

(v) all refunds of Taxes arising from or relating to operation of the Station for all periods before the Effective Time;

(vi) all Business Insurance Policies (including, without limitation, title insurance policies) or other insurance policies relating to the Station, any refunds paid or payable in connection with the cancellation or discontinuance of any insurance policies applicable to the Station, and any claims made under any such insurance policies;

(vii) subject to Section 6.7, rights in or any assets associated with or allocated to any Employee Plan;

(viii) any Business Contract listed on Schedule 2.1(c)(viii) (collectively, the “**Excluded Contracts**”);

(ix) all intercompany debts and other obligations due to Seller from any Affiliates of Seller;

(x) all rights of Seller under this Agreement and the other Operative Agreements, the Purchase Price hereunder, any agreement, certificate, instrument or other document executed and delivered by Seller or Purchaser in connection with the Transactions, or any side agreement between Seller and Purchaser entered into on or after the date of this Agreement;

(xi) any cause of action or claim relating solely to any event or occurrence with respect to the operation of the Station prior to the Effective Time;

(xii) the Accounts Receivable; and

(xiii) all assets and rights expressly set forth on Schedule 2.1(c)(xiii).

## 2.2. Assumption of Liabilities.

(a) Assumption. Upon the terms and subject to the conditions set forth herein, at the Closing Purchaser shall assume from Seller (and thereafter pay, perform, discharge or otherwise satisfy in accordance with their respective terms), and Seller shall irrevocably convey, transfer and assign to Purchaser, all of the Assumed Liabilities of Seller, and no other Liabilities of Seller.

(b) Assumed Liabilities. For all purposes of and under this Agreement, the term “**Assumed Liabilities**” shall mean, refer to and include all Liabilities of Seller (i) under the Business Contracts (including any Bargaining Agreements) validly assigned to Purchaser (other than any Excluded Contracts) to the extent attributable to the periods after the Effective Time (but not arising from any breach of the Business Contracts during the period before the Effective Time); (ii) relating to the Assets attributable to any period of time after the Effective Time; (iii) Purchaser’s obligations pursuant to Section 3.5; (iv) to the extent current and included in the calculation of the Prorations under Section 2.4; and (v) for the compensation of all Transferred Employees for periods after the Effective Time, subject to the provisions of Section 6.7 hereof.

(c) Excluded Liabilities. Purchaser shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller or any of its Affiliates of any kind or nature whatsoever other than the Assumed Liabilities (the “**Excluded Liabilities**”). Seller shall, and shall cause each of its Affiliates to, pay, perform, discharge and otherwise satisfy in due course all Excluded Liabilities which they are obligated to pay and satisfy. Without limiting the generality of the foregoing, the Excluded Liabilities shall include, but not be limited to, the following:

- (i) Liabilities of Seller or its Affiliates under any Employee Plan;
- (ii) Liabilities for indebtedness for borrowed money of Seller;
- (iii) Liabilities for the compensation of all Business Employees for periods prior to the Effective Time, including payments for all paid time off, vacation or sick leave relating to the period before the Closing Date;
- (iv) Liabilities for Taxes of Seller or any of its Affiliates;
- (v) Liabilities of Seller in respect of transaction costs payable by it pursuant to Section 6.6 hereof;
- (vi) Liabilities of Seller not arising out of or relating to the Station or the Assets;
- (vii) Liabilities of Seller arising out of or relating to the Station or the Assets arising during, or attributable to, any period of time before the Effective Time (except to the extent included in the calculation of the Prorations) including any Liabilities asserted by the FCC against the Station with respect to complaints which are covered by the tolling agreement(s), if any, referenced in Section 6.4(c);
- (viii) Liabilities to any Affiliate of Seller;
- (ix) Liabilities related to any Excluded Asset;

(x) any Liability for Taxes payable with respect to Seller's transfer of the Assets to Purchaser and Seller's consummation of the other transactions contemplated by this Agreement, except to the extent of Purchaser's obligation to pay such Liability under Section 6.6;

(xi) Liabilities under any Excluded Contract, except to the extent of Purchaser's obligation to pay such Liability under Section 3.5 of this Agreement;

(xii) Any Liability to or in respect of, or arising out of or in connection with, the employment or cessation of employment by Seller of any Business Employees or former employees of Seller, including (A) an employment or consulting Contract between Seller and any Person (other than obligations under employment Contracts assumed by Purchaser to the extent attributable to the period after the Effective Time), (B) any claim of an unfair labor practice or grievance or any claim under any unemployment compensation, employment standards, pay equity or worker's compensation Law or regulation or under any federal, state or provincial employment discrimination Law or regulation, which shall have been asserted by any Business Employee or former employee of Seller to the extent based on acts or omissions which occurred during the period of or related to such Business Employee's employment by Seller, whether or not such Business Employee is hired by Purchaser or any of its Affiliates, (C) any Liability relating to payroll, vacation, personal day or sick pay for any current or former employee, director, officer, consultant or independent contractor of Seller (except with respect to Liability for any Business Employee employed by Purchaser for any payroll, vacation, personal day or sick pay relating to any period after the Closing Date), (D) with respect to any actual or alleged agreements or promises to current or former employees, directors, officers, consultants or independent contractors regarding stock options, equity or equity based compensation plans, programs or arrangements maintained by Seller or any of its Affiliates, and (E) any Liability arising out of or relating to any stay bonus, special waiting bonus or special retention plan or agreement;

(xiii) All Liabilities of Seller or any of its Affiliates arising under this Agreement and any and all other Operative Agreements;

(xiv) All Liabilities under the Excluded Contracts or any other Business Contracts (A) which are not validly and effectively assigned to Purchaser pursuant to this Agreement; (B) which do not conform to the representations and warranties with respect thereto contained in this Agreement; or (C) to the extent such Liabilities arise out of or relate to a breach by Seller of such Contracts prior to Closing;

(xv) All Liabilities arising out of, in respect of or in connection with the failure by Seller or any of its Affiliates to comply with any Law or Governmental Order (including applicable Privacy and Security Laws and Standards); and

(xvi) All Liabilities arising out of Seller's noncompliance with Environmental Laws or Seller's Releases of Hazardous Substances on the Real Property that existed prior to the Closing.

### 2.3. Consideration for Assets.

(a) Purchase Price. The consideration for the Assets shall be (i) \$18,100,000 paid in cash (the “**Base Purchase Price**”), subject to adjustment as provided in Section 2.4 (the Base Purchase Price, as so adjusted, the “**Purchase Price**”), and (ii) the assumption by Purchaser of the Assumed Liabilities pursuant to Section 2.2 hereof. Purchaser shall pay the Purchase Price as determined pursuant to Section 2.4 at Closing as follows: (A) the Escrow Deposit shall be deposited with the Escrow Agent as a portion of the Indemnity Escrow (as defined below) pursuant to Section 2.3(c); (B) the Indemnity Escrow Balance shall be deposited with the Escrow Agent as the balance of the Indemnity Escrow; and (C) the balance of the Purchase Price (i.e., the Purchase Price reduced by the Indemnity Escrow) shall be paid by Purchaser to Seller, by wire transfer of immediately available funds in accordance with written instructions delivered by Seller to Purchaser at least two (2) Business Days prior to Closing.

(b) Escrow Deposit. Within five (5) Business Days of the execution and delivery of this Agreement, Purchaser shall deliver to Kalil & Co., Inc. (the “**Escrow Agent**”), \$905,000 to be held as an earnest money deposit (“**Escrow Deposit**”) pursuant to that certain escrow agreement substantially in the form attached hereto as Exhibit A that will be entered into among Purchaser, Seller and the Escrow Agent concurrently with this Agreement (the “**Escrow Agreement**”). At the Closing, the Escrow Deposit shall be deposited with the Escrow Agent as a portion of the Indemnity Escrow (as defined below). Purchaser and Seller shall deliver such instructions to the Escrow Agent as may be necessary to disburse the Escrow Deposit in accordance with the terms of this Agreement.

(c) Indemnity Escrow. At the Closing, Purchaser and Seller will direct the Escrow Agent to transfer the Escrow Deposit to a new escrow account, and the Indemnity Escrow Balance shall be funded as set forth in clause (B) of the second sentence of Section 2.3(a) (such total amount equal to \$1,737,600, the “**Indemnity Escrow**”) to serve as one source of payment of any indemnification obligations of Seller pursuant to Article VIII of this Agreement. The Escrow Agent will hold the Indemnity Escrow to be distributed pursuant to the terms of the Escrow Agreement and this Agreement. On the date that is fifteen (15) months after the Closing Date, the Escrow Agent will pay to Seller the entire balance of the Indemnity Escrow, including all interest and earnings on it, *minus* the aggregate amount of Damages reasonably estimated by Purchaser under any Notice of Claim properly asserted and previously submitted by Purchaser and then unresolved (or resolved but unpaid), or such other amount as Purchaser and Seller may agree in writing to cover the aggregate dollar amount of such claims, and Purchaser and Seller shall so instruct the Escrow Agent in writing. The provisions of Section 8.4 shall govern resolution of any such outstanding claims for Damages.

### 2.4. Proration.

(a) General Allocation Principles. Except as otherwise provided in this Section 2.4, the ownership and operation of the Assets, revenues, trade or barter, expenses, and liabilities attributable thereto, including power and utilities charges, wages and vacation pay of Transferred Employees, sales commissions, applicable copyright or other fees, including program

license payments, rents and income, FCC annual regulatory fees (based on those most recently paid if current amounts have not been established by the FCC), music and other license fees, and other accruing, prepaid and deferred items, will be prorated between Seller and Purchaser in accordance with the following principles and in accordance with GAAP:

(i) Seller will be allocated with respect to the Station all revenues earned, accrued, or allocable to, and all expenses, costs and liabilities incurred in or allocable to, the period prior to the Effective Time;

(ii) Purchaser will be allocated with respect to the Station all revenues earned, accrued or allocable to, and all expenses, costs and liabilities incurred in or allocable to, the periods at or after the Effective Time;

(iii) (a) If at the Effective Time, the Trade Agreements have an aggregate *negative* balance (*i.e.*, the amount by which the value of air or advertising time the Station is obligated to provide after the Effective Time thereunder exceeds the fair market value of corresponding goods and services to be received by the Station thereunder after such time), there shall be no proration or adjustment therefor, unless the aggregate negative balance of all of the Trade Agreements exceeds \$5,000, in which event only such excess shall be treated as prepaid time sales of the Station, and adjusted for as a proration in Purchaser's favor. There shall be no proration or adjustment in Seller's favor to the extent that the Trade Agreements have an aggregate *positive* balance at the Effective Time. In determining Trade Agreement balances, the value of air or advertising time shall be based upon Seller's rates as of the Effective Time, and corresponding goods or services shall include only those to be received by the Station after the Effective Time plus those received by the Station before the Effective Time to the extent conveyed by Seller to Purchaser as part of the Assets;

(iv) Seller shall remain or be solely (as between Seller and Purchaser) liable with respect to the Excluded Liabilities whether arising before or after Closing Date; and

(v) At the Closing, the Purchase Price will be increased or decreased, as appropriate, in order to give effect to this Section 2.4, based on the estimate described in Section 2.5.

(vi) In no event shall Purchaser be liable for any bonus or any other compensation payable to any of Seller's employees as a result of or in connection with the Transactions, including stay or retention bonuses or change of control payments, all of which shall be the responsibility of Seller.

(b) Treatment of Program Liabilities. Notwithstanding Section 2.4(a), as between Purchaser and Seller:

(i) Seller will be allocated all obligations to make cash payments of license and usage fees pursuant to any Contract for Program Rights ("**Program Payments**") that first become due and payable under the terms of such Contract for

Program Rights prior to the first day of the applicable payment period that includes the Closing Date;

(ii) Purchaser will be allocated all obligations to make Program Payments that first become due and payable under the terms of any applicable Contract for Program Rights after the last day of the applicable payment period that includes the Closing Date; and

(iii) With respect to Program Payments that first become due and payable under the terms of any applicable Contract for Program Rights during the applicable payment period that includes the Closing Date: (A) Seller will be allocated all obligations to make a portion of each such Program Payment that is equal to a fraction, the numerator of which is the number of days (if any) during such applicable payment period that are prior to the Closing Date and the denominator of which is the total number of days during such applicable payment period, and (B) Purchaser will be allocated obligations to make the remaining portion of such Program Payments. All Contracts for Program Rights must be amortized in accordance with the Station's ordinary course accounting policies. Notwithstanding anything to the contrary contained herein, the current liability for each Contract for Program Rights must be brought current by Seller as of the Effective Time, and no such amounts shall be deferred in such a manner that the liability in respect thereof differs from amounts determined by using the terms of the agreement giving rise to such liability.

## 2.5. Adjustment Procedures.

(a) Estimate for Closing. Seller shall, no later than three (3) Business Days prior to the scheduled Closing Date, prepare and deliver to Purchaser a statement containing Seller's good faith estimate of prorations and adjustments to the Purchase Price that are required in order to give effect to Section 2.4 (the "**Prorations**"). Such statement shall be consistent with that certain sample Prorations calculation set forth on Schedule 2.5(a).

### (b) Post-Closing Adjustment.

(i) As promptly as possible after the Closing, but in any event not later than ninety (90) days after the Closing Date, Purchaser shall deliver to Seller a statement setting forth Purchaser's determination of the Prorations. In connection with Seller's review of such determination and for the duration of any dispute regarding such determination, Purchaser will furnish Seller with such information as may be reasonably requested by Seller. If Seller disputes the Prorations determined by Purchaser, Seller shall deliver to Purchaser within thirty (30) days after Seller's receipt of Purchaser's statement, a statement setting forth Seller's determination of the Prorations. If Seller notifies Purchaser of its acceptance of Purchaser's statement, or if Seller fails to deliver its statement within the period specified in the preceding sentence, Purchaser's determination of the Prorations shall be conclusive and binding on the parties as of the last day of the thirty (30) day period.

(ii) Seller and Purchaser shall use good faith efforts to resolve any dispute involving the determination of the Prorations. If the parties do not resolve the dispute within thirty (30) days following the delivery of Seller's statement pursuant to Section 2.4(b)(i), then Seller and Purchaser shall jointly designate the Independent Accounting Firm to resolve the dispute applying the principles, policies and practices referred to in Section 2.4. If issues are submitted to the Independent Accounting Firm for resolution, then: (A) Seller and Purchaser shall furnish or cause to be furnished to the Independent Accounting Firm such work papers and other documents and information relating to the disputed issues as the Independent Accounting Firm may reasonably request and as are available to that party or its agents and shall be afforded the opportunity to present to the Independent Accounting Firm any material relating to the disputed issues and to discuss the issues with the Independent Accounting Firm; (B) except as Purchaser and Seller may otherwise agree, all communications between any party hereto or its respective representatives or agents, on the one hand, and the Independent Accounting Firm, on the other hand, will be in writing with correct and complete copies simultaneously delivered to the non-communicating party; (C) the Independent Accounting Firm will determine the Prorations solely based on submissions made by Seller and Purchaser consistent with the terms hereof (and not by independent review); and (D) the determination by the Independent Accounting Firm, as set forth in a written notice to be delivered to both Seller and Purchaser within sixty (60) days of the submission to the Independent Accounting Firm of the issues remaining in dispute, shall be final, binding and conclusive on the parties hereto, absent manifest error, shall be used in the calculation of the Purchase Price, and a judgment may be entered thereon in any court of competent jurisdiction. The Independent Accounting Firm shall act as an expert and not an arbitrator and will only consider the items that remain in dispute between the parties. The Independent Accounting Firm will not assign a value to any item that is greater than the greater value for such item claimed by either Seller or Purchaser nor less than the lesser value for such item claimed by either of such parties. Any fees, costs and expenses of the Independent Accounting Firm incurred under this Section 2.5(b)(ii) shall be borne by the parties hereto in inverse proportion, as determined by the Independent Accounting Firm, as they may prevail on the matter resolved by the Independent Accounting Firm.

(iii) Final settlement of the Prorations will be made no later than the fifth (5th) Business Day after the Prorations are finally determined pursuant to this Section 2.5 and will be paid in cash by wire transfer of immediately available funds to such account as is directed in writing by Purchaser or Seller, as the case may be. The Purchase Price as finally determined pursuant to this Section 2.5 is referred to as the "**Final Purchase Price**". If the Final Purchase Price exceeds the Purchase Price paid by Purchaser to Seller at Closing, then Purchaser shall pay Seller the amount of such excess, and, if the Purchase Price paid by Purchaser to Seller at Closing exceeds the Final Purchase Price, then Seller shall pay the amount of such excess to Purchaser.

2.6. Allocation of Purchase Price. The consideration for the Assets provided herein shall be allocated among the various categories of Assets in accordance with the requirements of Section 1060 of the Internal Revenue Code, and the Treasury Regulations thereunder. The parties hereto shall use their commercially reasonable efforts to reach agreement within one hundred twenty



(120) days after the Closing Date on a reasonable allocation of consideration to such categories of Assets. If Purchaser and Seller reach such agreement, then Purchaser and Seller (i) shall execute and file all Tax Returns in a manner consistent with the allocation determined pursuant to this Section 2.6 and (ii) shall not take any position before any Governmental Authority or in any judicial proceeding that is inconsistent with such allocation. Seller and Purchaser shall each timely file an IRS Form 8594 with the IRS in accordance with the requirements of Section 1060 of the Internal Revenue Code. In the event that the parties hereto do not reach agreement with respect to such purchase price allocation, then each party hereto shall make its own determination of such purchase price allocation for financial and Tax reporting purposes and file its own IRS Form 8594 in the manner it deems appropriate. The parties hereto shall promptly advise each other of the existence of any Tax audit or litigation related to any purchase price allocation hereunder.

### **ARTICLE III THE CLOSING**

3.1. Time and Place. Subject to the satisfaction or waiver of all conditions set forth in Article VII herein, the consummation of the Transactions shall (a) take place at a closing (the “**Closing**”) to be held at 9:00 a.m., Central time, on the date which is the third (3rd) Business Day after satisfaction and fulfillment or, if permissible pursuant to the terms hereof, waiver of the conditions set forth in Sections 7.1 and 7.2, or the taking of other action, at the Closing (other than conditions that by their nature are to be satisfied at Closing, but subject to the satisfaction or waiver of such conditions at Closing), (b) be effective as of 12:01 a.m., local Fargo, North Dakota time, on the Closing Date (the “**Effective Time**”), and (c) be held remotely by the exchange of signed documents by e-mail or other electronic transmission, in each case, unless another time, date or place is mutually agreed upon in writing by Seller and Purchaser. The date on which the Closing is to occur pursuant to this Section 3.1 is referred to herein as the “**Closing Date**”. All actions to be taken and all documents to be executed or delivered at Closing will be deemed to have been taken, executed and delivered simultaneously, and no action will be deemed taken and no document will be deemed executed or delivered until all have been taken, delivered and executed, except in each case to the extent otherwise stated in this Agreement or any such other document.

3.2. Closing Deliveries of Seller. At the Closing, Seller shall deliver, or cause to be delivered, to Purchaser the following (which in the case of any instruments, agreements, certificates and other documents shall be dated as of the Closing Date and executed or acknowledged (as applicable) on behalf of Seller by a duly authorized officer thereof), in order to consummate the Transactions, including the transfer of the Assets to Purchaser pursuant to Section 2.1 hereof:

(a) Instruments of Transfer and Assignment.

(i) A bill of sale, substantially in the form attached hereto as Exhibit B (the “**Bill of Sale**”);

(ii) an instrument of assignment and assumption, substantially in the form attached hereto as Exhibit C (the “**Assignment and Assumption**”);

(iii) an assignment and assumption of lease or leases with respect to the Leased Real Properties, substantially in the form attached hereto as Exhibit D (the “**Assignments and Assumptions for Leases**”);

(iv) an assignment of the FCC Licenses, substantially in the form attached hereto as Exhibit E (the “**Assignment of FCC Licenses**”);

(v) certificates of title or origin (or like documents) with respect to any motor vehicles for which a certificate of title or origin evidences title, together with properly completed assignments of such vehicles to be delivered by Seller;

(vi) customary warranty deeds in a form reasonably acceptable to Purchaser with respect to any Owned Real Property, with covenants against grantor’s acts (or other form of deed that is statutorily required or customary in the applicable jurisdiction), together with such transfer, documentary stamp, or other similar Tax Returns and other affidavits, certificates, returns, or forms and standard, customary documentation (including certain affidavits and certificates of Seller) as may be reasonably necessary in order to record the deeds in the applicable land records and obtain a title insurance policy for each parcel of Owned Real Property and for Purchaser, in its discretion, to obtain a leasehold title insurance policy for each property under a Real Property Lease to the extent that a Real Property Lease is insurable in its current form; and

(vii) such other instruments of transfer as Purchaser may reasonably request to convey any Assets to Purchaser, including the instruction to the Escrow Agent regarding the transfer of the Escrow Deposit as part of the Purchase Price (such instructions, the “**Joint Instructions**”).

(b) Closing Certificates and Other Documents.

(i) An officer’s certificate to be delivered by Seller substantially in the form attached hereto as Exhibit F, which shall certify as to the satisfaction of the conditions set forth in Sections 7.1(a), 7.1(b) and 7.1(d) hereof;

(ii) a secretary’s certificate to be delivered by Seller substantially in the form attached hereto as Exhibit G, which shall certify that attached thereto are true and complete copies of all resolutions adopted by the board of directors (or the equivalent thereof) of Seller authorizing the execution, delivery and performance of this Agreement and the other Operative Agreements and the consummation of the Transactions, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the Transactions;

(iii) any mortgage discharges and any other releases of Liens that are necessary or appropriate in order for the Assets to be free and clear of all Liens, other than the Permitted Liens, or, in lieu thereof with respect to Seller’s lenders, a payoff letter in form and substance reasonably satisfactory to Purchaser’s counsel;

(iv) with respect to each Real Property Lease, (1) an estoppel certificate executed by the landlord or licensor certifying that there are no defaults on the part of the tenant or licensee thereunder and any other information pertaining to such Real Property lease as may be reasonably requested by Purchaser and Purchaser's Lenders, and (2) to the extent required by Purchaser's Lenders, a consent to collateral access and assignment duly executed by the landlord or licensor in favor of Purchaser's Lenders, in form and substance satisfactory to such Lenders in their sole discretion; *provided, however*, that, notwithstanding any provision in this Agreement to the contrary, the delivery of any such estoppel certificate or consent to collateral access and assignment shall not be a condition to Closing if the inability of any Seller to deliver such estoppel certificate or consent to collateral access and assignment shall not be due to the fault of such Seller (it being acknowledged and agreed that Seller must use its commercially reasonable efforts to obtain the same which shall be deemed to require making the request to the applicable landlord and following up on such request);

(v) a properly completed and validly executed IRS Form W-9 from Corp. Seller dated as of a recent day prior to the Closing Date; and

(vi) a certificate from LLC Seller (or its appropriate parent entity) certifying as to its (or its parent entity's) non-foreign status that (A) complies with the requirements of Section 1445 of the Internal Revenue Code and Treasury Regulations Section 1.1445-2(b)(iv), and (B) is reasonably acceptable to Purchaser.

3.3. Closing Deliveries of Purchaser. At the Closing, Purchaser shall make the payment and deliver, or cause to be delivered, to Seller the following (which in the case of any instruments, agreements certificates and other documents shall be dated as of the Closing Date and executed or acknowledged (as applicable) on behalf of Purchaser by a duly authorized officer thereof) in order to pay for the Assets and effect the assumption of all Assumed Liabilities from Seller pursuant to Section 2.2 hereof:

(a) Purchase Price. The payment of the Purchase Price in accordance with Section 2.3(a) and the Joint Instructions.

(b) Instruments of Assumption.

(i) The Assignment and Assumption;

(ii) the Assignments and Assumptions for Leases; and

(iii) all other instruments and certificates of assumption as Seller may reasonably request in order to effectively make Purchaser responsible for all Assumed Liabilities, including the Joint Instructions.

(c) Closing Certificates and Other Documents.

(i) An officer's certificate substantially in the form attached hereto as Exhibit H, which shall certify as to the satisfaction of the conditions set forth in Sections 7.2(a) and 7.2(b) hereof; and

(ii) a secretary's certificate to be delivered by Purchaser substantially in the form attached hereto as Exhibit I, which shall certify that attached thereto are true and complete copies of all resolutions adopted by the board of directors (or the equivalent thereof) of Purchaser authorizing the execution, delivery and performance of this Agreement and the other Operative Agreements and the consummation of the Transactions, and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the Transactions.

3.4. Further Assurances. At and after the Closing, and without further consideration therefor, (a) Seller shall execute, or arrange for the execution of, and deliver to Purchaser such further instruments or documents as Purchaser may reasonably request in order to consummate the Transactions contemplated by this Agreement, and (ii) Purchaser shall execute, or shall arrange for the execution of, and deliver to Seller such further instruments or documents as Seller may reasonably request in order to consummate the Transactions contemplated by this Agreement.

3.5. Assignment of Business Contracts and Business Licenses. To the extent that the transfer or assignment hereunder by Seller to Purchaser of any Business Contract or Business License is not permitted or is not permitted without the consent or approval of another Person, any such Business Contract or Business License shall not be assigned by Seller to Purchaser at Closing if such consent or approval is not given or obtained by the Closing or if such agreement at Closing otherwise would constitute a breach thereof or constitute a loss of benefits thereunder. Seller and Purchaser shall use their commercially reasonable efforts to obtain any and all such third party consents or approvals under all Business Contracts or Business Licenses; *provided, however*, that neither Seller nor Purchaser shall be required to pay or incur any cost or expense to obtain any third-party consent or approval that it is not otherwise required to pay or incur in accordance with the terms of the applicable Business Contract or Business License, except for usual and customary legal fees and expenses. If any such third-party consent or approval for the assignment or transfer of a Business Contract or Business License is not obtained before the Closing, Seller shall cooperate with Purchaser in any commercially reasonable arrangement designed to provide for Purchaser after the Closing the benefits intended to be assigned to Purchaser under the applicable Business Contract or Business License, including enforcement at the cost and for the account of Purchaser of any and all rights of Seller against the other party thereto arising out of the breach thereof by such other party or otherwise; *provided*, that Purchaser shall (a) undertake to pay or satisfy the corresponding Liabilities for the enjoyment of such benefit to the extent that Purchaser would have been responsible therefor hereunder if such consent, waiver or approval had been obtained and (b) indemnify and hold harmless Seller and its Affiliates for any costs, expenses or Liabilities (including legal fees and expenses) incurred by them in connection with the enforcement of such Business Contract or Business License at the request of Purchaser. Upon receipt of any such third-party consent or approval after Closing, the applicable Business Contract

or Business License shall be automatically assigned to, and assumed by, Purchaser on the terms hereof without further action by Purchaser or Seller.

3.6. Withholding. Notwithstanding anything to the contrary in this Agreement, Purchaser shall be entitled to deduct and withhold from any amounts otherwise payable pursuant to this Agreement such amounts as are required to be deducted and withheld under applicable Tax Laws. If Purchaser reasonably determines that an amount is required to be deducted or withheld (other than for any payments treated as compensation for or with respect to employment under applicable Tax Laws), Purchaser shall provide the Person with respect to which the deduction or withholding is to be made with (a) reasonable advance written notice (and no less than three (3) Business Days) of the intent to withhold, (b) sufficient opportunity to provide any forms or other documentation, and otherwise cooperate with such Person to take such other steps, in order to reduce or eliminate such deduction or withholding, and (c) a statement in reasonable detail of the reasons Purchaser believes such withholding is required under applicable Laws. To the extent that amounts are so deducted and withheld by Purchaser, Purchaser shall disburse such amounts to the applicable taxing authority, and such deducted and withheld amounts that are properly remitted to the appropriate taxing authority shall be treated for all purposes of this Agreement as having been paid by Purchaser to the Person in respect of which such deduction and withholding was made.

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

Seller hereby represents and warrants to Purchaser as follows:

4.1. Organization. Seller is duly formed or incorporated, validly existing and in good standing under the Laws of its state of formation or incorporation, with all requisite limited liability company or corporate power and authority to own, operate or lease the Assets as now owned, operated or leased by it, and to conduct the operation of the Station as presently conducted by it. Schedule 4.1 sets forth each jurisdiction in which Seller is licensed or qualified to do business, and Seller is duly licensed or qualified to do business and is in good standing in each jurisdiction in which the ownership of the Assets or the operation of the Station as presently conducted makes such licensing or qualification necessary.

4.2. Authority. Seller has all requisite limited liability company or corporate power and authority to enter into and deliver this Agreement and the Operative Agreements to which Seller is a party, to perform its obligations hereunder and thereunder, and to consummate the Transactions. The execution and delivery by Seller of this Agreement and the Operative Agreements to which it is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the Transactions, have been duly authorized by all necessary limited liability company or corporate action by Seller. This Agreement has been, and the Operative Agreements to which Seller is a party shall at Closing be, duly executed and delivered by Seller. Assuming the due authorization, execution and delivery of this Agreement and the Operative Agreements to which it is a party by Purchaser, this Agreement constitutes, and each of the Operative Agreements to which Seller is a party (when so executed and delivered) will constitute, a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions.

4.3. No Violation; Third Party Consents. Assuming that all consents, waivers, approvals, orders and authorizations described in Section 4.4 hereto have been obtained and all notifications, registrations, qualifications, designations, declarations or filings with any Governmental Authorities described in Section 4.4 hereto have been made, and, except as set forth in Schedule 4.3 hereto, the execution and delivery by Seller of this Agreement and the Operative Agreements to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the Transactions, do not and will not (a) violate any provision of the Organizational Documents of Seller, or (b) conflict in any material respect with or violate in any material respect, constitute a material default (or event which with the giving of notice or lapse of time, or both, would constitute a material default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any material obligation or loss of any material benefit under, result in the creation of any Encumbrance other than a Permitted Encumbrance on any of the Assets pursuant to, or require Seller to obtain any consent, waiver, approval or action of, make any filing with, or give any notice to any Person as a result of or under, the terms and provisions of (i) any Business Contract to which Seller is a party or by which any Asset is bound, or (ii) any Law or License applicable to Seller or any of the Assets, or any Governmental Order issued by a Governmental Authority by Seller or any of the Assets is bound or obligated.

4.4. Government Consents. Except as set forth in Schedule 4.4 hereto, no consent, waiver, approval, order or authorization of, or notification, registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of Seller in connection with the execution and delivery by Seller of this Agreement and the Operative Agreements to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the Transactions, except the FCC Consent.

4.5. Title to Assets. Schedule 4.5(a) contains an accurate and complete list of all items of Equipment having an original acquisition cost of at least \$10,000. Seller has good and marketable title to or a valid leasehold interest in, or otherwise has the legal right to use, all Assets, free and clear of all Encumbrances, except for Permitted Encumbrances. All tangible Assets are (a) in good operating condition and repair, subject to normal wear and tear, adequate for their current use, and available for use, in the operation of the Station and the conduct of the business of the Station as presently conducted, and (b) maintained in compliance with good engineering practice, industry practice and all applicable FCC and Federal Aviation Administration (“FAA”) rules and policies. The Assets are sufficient for the continued conduct of the business and operations of the Station after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the business and operations of the Station as presently conducted and in material compliance with all Laws, including all applicable rules and regulations of the FCC and FAA. Except as set forth in Schedule 4.5(b), none of the Excluded Assets are material to the operation of the Station as presently conducted.

4.6. Intellectual Property and Proprietary Rights. Schedule 4.6 sets forth a list of all applications and registrations for Business Intellectual Property and domain names owned or used by the Station (the “**Registered Intellectual Property**”) and sets forth (i) the name of the applicant

or registrant of record and the current owner, (ii) the jurisdiction where the application or registration is located (or, in the case of domain names, the registrars with which such domain names are registered), (iii) the application or registration number, and (iv) the filing date and issuance, registration, or grant date. Schedule 4.6 also includes a list of the homepages of the Station's Internet websites. All Intellectual Property rights included in the Registered Intellectual Property are valid, subsisting and in full force and effect.

(a) Seller is the owner of all right, title and interest in and to each item of Business Intellectual Property, or subject to the terms of any applicable license, has the right to use the Business Intellectual Property, including the Business Intellectual Property listed on Schedule 4.6, in connection with the operation of the Station as currently conducted.

(b) (i) To the Knowledge of Seller, neither the making, using, selling, offering for sale, importing, copying, distributing, making derivative works, publicly displaying or publicly performing the Business Intellectual Property nor the operation of the Station as currently conducted infringes or otherwise conflicts with the Intellectual Property rights of any Person and (ii) no claim is pending or, to the Knowledge of Seller, has been threatened with respect to the Business Intellectual Property or in connection with the operation of the Station as currently conducted.

(c) To the Knowledge of Seller, (i) none of the Business Intellectual Property owned by Seller is being materially infringed, nor (ii) is such Business Intellectual Property being used or available for use by any Person other than Seller.

(d) All licenses granting any rights with respect to Business Intellectual Property are in full force and effect and constitute legal, valid and binding obligations of Seller, and to the Knowledge of Seller, the other respective parties thereto. There have not been and there currently are not any breaches thereunder by Seller or, to the Knowledge of Seller, any other party thereto. Seller has not in connection with the business of the Station violated, infringed upon or unlawfully or wrongfully used the Intellectual Property of others.

(e) Seller has used commercially reasonable efforts to enforce, maintain and protect its interests in and to the Business Intellectual Property owned by Seller. Seller has all right, title and interest in (or, subject to the terms of any applicable license, the right to use) the Business Intellectual Property, including the Registered Intellectual Property and has maintained the secrecy of trade secrets that are included in the Business Intellectual Property.

(f) The Station has taken reasonable precautions to prevent the presence of, and, none of the IT Assets contain or have contained, any Malicious Instruction. The Station owns or has a license, sufficient for the operation of the Station, to use all IT Assets, all of which rights shall survive unchanged by the consummation of the Transactions contemplated hereby (assuming consent is obtained where required). The IT Assets (i) are sufficient to operate the Station as currently conducted, (ii) have not experienced any malfunction, failure, breakdown, downtime or continued substandard performance that, alone or in the aggregate, has or would reasonably be expected to result in (A) any substantial disruption or interruption in or to the use of any IT Asset, (B) production websites of the Station available to the public becoming inoperable or unavailable,

(C) any material violation of any applicable Law or (D) any material Liability to Seller, and (iii) are adequate to allow the Station to comply in all material respects with data retention, data privacy and security obligations under applicable Law. None of the IT Assets has suffered any security breaches. The Station has backup and disaster recovery technology, plans, procedures and facilities consistent with industry practices.

#### 4.7. Material Contracts.

(a) Schedule 4.7(a) lists each of the following Contracts (x) by which any of the Assets or the Station are bound or affected or (y) to which Seller or any of its Affiliates is a party or by which it is bound in connection with the Station or the Assets (such Contracts being “**Material Contracts**”):

(i) all Contracts involving aggregate consideration in excess of \$20,000 and which, in each case, cannot be cancelled without penalty or without more than sixty (60) days’ notice;

(ii) all Contracts that relate to the acquisition or disposition of any business, a material amount of stock or assets of any other Person or any Real Property (whether by merger, sale of stock, sale of assets or otherwise);

(iii) all employment agreements and Contracts with independent contractors or consultants (or similar arrangements) and which are not cancellable without material penalty or without more than sixty (60) days’ notice;

(iv) all Contracts relating to indebtedness (including, without limitation, guarantees) in excess of \$20,000;

(v) all Contracts with any Governmental Authority;

(vi) all Contracts that limit or purport to limit the ability of Seller to compete in any line of business or with any Person or in any geographic area or during any period of time;

(vii) all joint venture, partnership or similar Contracts;

(viii) all Contracts for the sale of any of the Assets or for the grant to any Person of any option, right of first refusal or preferential or similar right to purchase any of the Assets;

(ix) all collective bargaining agreements or Contracts with any union;

(x) all Contracts to pay or receive any royalty or license fee or to license (either as licensor or licensee) any Intellectual Property (other than any non-exclusive license for the use of any commercially available off the shelf Software which was entered into in the Ordinary Course of Business);



(xi) all Real Property Leases; and

(xii) all Business Contracts that are material to the Assets or the operation of the Station and not previously disclosed pursuant to this Section 4.7(a).

Notwithstanding the foregoing provisions of this Section 4.7(a), the aggregate amount of all payments to or by Seller under Business Contracts included in the Assets which are not listed on Schedule 4.7(a) does not exceed \$75,000.

(b) Except as set forth in Schedule 4.7(b) hereto (i) each Material Contract represents a valid, binding and enforceable obligation of Seller in accordance with the respective terms thereof and, to Seller's Knowledge, represents a valid, binding and enforceable obligation of each of the other parties thereto, except, in each case, as such enforceability may be limited by the Enforceability Exceptions, (ii) neither Seller nor, to the Knowledge of Seller, any other party is in material breach or default under any Material Contract, and there exists no condition which, with the giving of notice or passage of time or both, would create a default or event of default under any Material Contract, (iii) no outstanding written or, to Seller's Knowledge, oral notice of default has been sent or received by Seller under any Material Contract, (iv) there are no material disputes pending or, to the Knowledge of Seller, threatened under any Material Contract and (v) true, correct and complete copies of such Material Contracts have been made available to Purchaser, including all amendments, exhibits, addenda, schedules, modifications, assignments, and guaranties thereto. The Station is carried pursuant to must-carry or retransmission consent on all material MVPDs with at least 500 subscribers in the applicable Station's designated market area.

(c) In the past twelve (12) months, no Material Advertiser has in writing made or asserted any defense, set off or counterclaim under any of those Contracts between Seller and a Material Advertiser with respect to the Station or has exercised any option granted to it to cancel or terminate its Contracts with Seller with respect to the Station or to shorten the term of its Contracts with Seller with respect to the Station, except as set forth on Schedule 4.7(c). "**Material Advertiser**" means any advertiser on the Station whose payments to Seller have exceeded \$25,000 annually in the past fiscal year. No Material Advertiser has given written notice to Seller of its intent to modify materially and adversely to Seller its relationship with Seller with respect to the Station or materially decrease the advertising purchased from Seller with respect to the Station, except as set forth on Schedule 4.7(c).

(d) Schedule 4.7(d) sets forth a list of all pending renegotiations or outstanding rights of renegotiation of any material amounts paid or payable to or by Seller under current or completed Material Contracts, retransmission consent agreements or Contracts with Material Advertisers, including any retransmission consent agreements that are due to expire prior to December 31, 2023.

4.8. Business Licenses. Except as set forth in Schedule 4.8, Seller owns or possesses all right, title and interest in and to all FCC Licenses and all other material Licenses which are necessary for, or used by, it to conduct the operations of the Station as currently conducted or for

the ownership and use of the Assets (each, a “**Material Business License**” and, collectively, the “**Material Business Licenses**”). Schedule 4.8 hereto contains a list of all Material Business Licenses of Seller included in the Assets. All Material Business Licenses have been obtained by Seller and are valid and in full force and effect. All fees and charges with respect to such Material Business Licenses as of the date hereof have been paid in full. No loss, suspension, cancellation, expiration or adverse modification of any such Material Business License has occurred, is pending or, to the Knowledge of Seller, has been threatened, and, to the Knowledge of Seller, no fact or circumstance exists that would reasonably be expected to give rise to such loss, suspension, cancellation, expiration or adverse modification other than (a) the expiration of any such Material Business License in accordance with the terms thereof which may be renewed in the Ordinary Course of Business, or (b) the expiration of the terms of the Material Business Licenses that remain in effect by operation of Law pending disposition of pending renewal applications. Any required renewal applications for Material Business Licenses that do not remain in effect by operation of Law pending disposition of pending renewal applications have been timely filed.

#### 4.9. Business Employees.

(a) Schedule 4.9(a) lists all employees of Seller who, as of the date of this Agreement, have employment duties related to the Station, including (and designating as such) any such employee who is an inactive employee on paid or unpaid leave of absence, short-term disability or long-term disability, and indicating such employee’s initial date of employment, and as of the date hereof, each such employee’s current title, classification as exempt or non-exempt under the Fair Labor Standards Act, annual base salary or regular hourly rate, any incentive or variable compensation eligibility, total wages paid to such employee for the prior calendar year and unused paid time off (or sick and vacation) balance. Each employee set forth in Schedule 4.9(a) who remains employed by Seller immediately prior to the Closing (whether actively or inactive), and each additional employee who is hired to work at the Station following the date hereof and prior to the Closing who remains employed by Seller immediately prior to the Closing (whether actively or inactive), is referred to herein individually as a “**Business Employee**” and, collectively, as the “**Business Employees**.” Schedule 4.9(a) also contains a list of any consultants or independent contractors providing services to Seller in the day-to-day operations of the Station and a description of any Contracts of Seller therewith. Except as described in Schedule 4.9(a) (“**Employment Contracts**”), Seller does not have any written or oral Contracts of employment with any Business Employee other than oral employment agreements terminable at will without penalty or severance obligation.

(b) Except as set forth on Schedule 4.9(b), there are no pending or, to the Knowledge of Seller, threatened, proceedings, complaints, claims, disputes, investigations or charges relating to any alleged violation of any legal requirement pertaining to labor relations or employment matters relating to Business Employees or former Business Employees, including any allegations or investigations related to the misclassification of any Business Employees as independent contractors or any charge or complaint filed with the National Labor Relations Board or any comparable Governmental Authority.

(c) Schedule 4.9(c) sets forth a list of all employees who have been terminated during the ninety (90) day period prior to the date of this Agreement.

(d) To the Knowledge of Seller, no Business Employee or officer or manager of Seller is bound by any Contract that purports to limit the ability of such Business Employee, officer or manager (i) to engage in or continue or perform any conduct, activity, duties or practice relating to the business of the Station or (ii) to assign to Seller or to any other Person any rights to any invention, improvement, or discovery.

(e) Seller has complied in all material respects with all applicable Laws relating to employment and employment practices, including equal employment opportunity, affirmative action, nondiscrimination, immigration, layoffs, the payment of wages (including overtime compensation), meal and rest breaks, leaves of absence, benefits, collective bargaining, the payment of social security and similar Taxes, and occupational safety and health. Seller is not liable for the payment of any Taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing. Seller has not and is not engaged in any unfair labor practice or other unlawful employment practice with respect to the Business Employees.

(f) Except as set forth on Schedule 4.9(f), there are no pending, or to Seller's Knowledge, threatened charges of discrimination against Seller with the Equal Employment Opportunity Commission or similar Governmental Authority.

#### 4.10. Employee Benefit Plans.

(a) Schedule 4.10(a) hereto contains a true, correct and complete list of each material Employee Plan in which any Business Employees are eligible to participate. Seller has made available true and complete copies of each such Employee Plan (or a written description of each Employee Plan that is not reduced to writing) and each related trust document and funding arrangement.

(b) Except as required under Internal Revenue Code Section 4980B or ERISA Sections 601-609 ("**COBRA**"), no Employee Plan of Seller provides life insurance, disability insurance, health or medical coverage to former employees of Seller (or any spouse or dependent thereof). Each Employee Plan of Seller and related trust or other funding arrangement has been operated and maintained in material compliance with its terms and with the requirements prescribed by all applicable Law (including ERISA and the Internal Revenue Code). Each Employee Plan that is a "group health plan" for purposes of the Patient Protection and Affordable Care Act of 2010 (Pub. L. No. 111-148) and the Health Care and Education Reconciliation Act of 2010 (Pub. L. No. 111-152) (collectively, the "**Affordable Care Act**"), to which the provisions of the Affordable Care apply, is in compliance in all material respects with the applicable terms of the Affordable Care Act. Seller offers minimum essential health coverage, satisfying affordability and minimum value requirements, to its full-time employees sufficient to prevent liability for assessable payments under Code Sections 4980H(a) and 4980H(b).

(c) Each Employee Plan that is intended to be tax-qualified, and each amendment thereto, is the subject of a favorable determination, advisory or opinion letter except as described in Schedule 4.10(c), and, to the Knowledge of Seller, no event has occurred (including any Employee Plan amendment that is not the subject of a favorable determination, advisory or opinion letter) that would affect the validity of, or Seller's reliance on such Employee Plan's favorable determination, advisory or opinion letter. Except as set forth in Schedule 4.10(c),

no Employee Plan, nor any “employee pension benefit plan” (as defined in Section 3(2) of ERISA) maintained by any ERISA Affiliate of Seller, is or at any time during the past six (6) years has been (i) subject to Title IV of ERISA or the minimum funding standards of Section 302 of ERISA or Section 412 of the Code; or (ii) a “multiemployer plan” (as defined in Section 3(37) of ERISA). Neither Seller nor any ERISA Affiliate of Seller has: (A) withdrawn from any pension plan or any multiemployer plan under circumstances resulting (or expected to result) in liability; or (B) engaged in any transaction which would give rise to a liability under Section 4069 or Section 4212(c) of ERISA.

(d) Except as set forth in Schedule 4.10(d), no Employee Plan of Seller exist that, as a result of the execution of this Agreement or the Transactions contemplated by this Agreement (whether alone or in connection with any subsequent event(s)), would reasonably be expected to (i) result in the payment of severance or any increase in severance pay upon termination of employment after the date of this Agreement of an Business Employee or (ii) accelerate the time of payments or vesting or result in any forfeiture, payment or funding (through a grantor trust or otherwise) of compensation or benefits under, increase the amount payable or result in any other material obligation pursuant to any Employee Plans of Seller with respect to Business Employees. As of the Effective Time, there will be no Contract or plan to which Seller is a party covering any current or former employee, director or independent contractor of the Station that, individually or collectively, provides for payment or benefits that would reasonably be expected to constitute an “excess parachute payment” under Section 280G of the Code as a result of the execution of this Agreement or the consummation of the Transactions contemplated hereby.

(e) Each Employee Plan that is or contains a “nonqualified deferred compensation” plan, arrangement, or feature, that is subject to Code Section 409A, has been operated in compliance, in all material respects, with such Code section and applicable regulations thereunder. Seller has not agreed to pay or reimburse Taxes under Code Sections 409A or 4999 incurred by any service provider participating in any deferred compensation arrangement.

#### 4.11. Financial Statements.

(a) Attached as Schedule 4.11(a) hereto are true, correct and complete copies of the following financial statements (collectively, the “**Financial Statements**”): (a) the unaudited balance sheets of the Station as of June 30, 2023, June 30, 2022 and June 30, 2021; (b) the related unaudited income statements of the Station for the years ended June 30, 2023, June 30, 2022 and June 30, 2021; (c) the unaudited balance sheet (the “**Latest Balance Sheet**”) of the Station as of September 30, 2023 (the “**Latest Balance Sheet Date**”); and (d) the related unaudited income statements of the Station for the three-month period ended on the Latest Balance Sheet Date. The Financial Statements have been prepared in accordance with GAAP, consistently applied (including, for the avoidance of doubt, properly matching expenses with revenue) throughout the periods involved, and were derived from the books and records of the Station and fairly present, in all material respects, the financial position and results of operations of the Station as of the respective dates thereof and for the respective periods indicated therein, except as otherwise noted therein and subject, in the case of the Latest Balance Sheet and the income statement of the Station for the three-month period ended on the Latest Balance Sheet Date, to normal and recurring

immaterial year-end adjustments. The books of account and other financial records of Seller pertaining to the ownership and operation of the Station or the Assets, all of which have been made available to Purchaser, are complete and correct in all material respects and represent actual, bona fide transactions.

(b) Seller maintains a standard system of accounting for the Station established and administered in accordance with GAAP. Seller has no Liabilities with respect to the Station, except (i) those which are adequately reflected or reserved against in the Latest Balance Sheet as of the Latest Balance Sheet Date, and (b) those which have been incurred in the Ordinary Course of Business since the Latest Balance Sheet Date and which are not, individually or in the aggregate, material in amount, and none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of Law.

#### 4.12. Real Property.

(a) Schedule 4.12(a) lists the address and owner of all Owned Real Property. Except as may be disclosed in any title insurance commitment obtained by Purchaser, Seller is not obligated under and is not a party to any option, right of first refusal or other contractual right to purchase, acquire, sell, assign or dispose of any of the Owned Real Property or any portion thereof or interest therein. Except as set forth in Schedule 4.12(a), Seller has not leased or otherwise granted to any Person the right to use or occupy any of the Owned Real Property or any portion of the income or profits from the sale, operation or development thereof, and no Person who may have a claim under a theory of adverse possession is in possession of any Owned Real Property.

(b) Schedule 4.12(b) sets forth a true and complete list of all leases, subleases, licenses or other occupancies to which Seller is a party as tenant of or licensee of Leased Real Property, which is all of the real property leased to Seller and used or held for use primarily in connection with the Station. Seller has good leasehold title to its interests in the Leased Real Property, free and clear of all Encumbrances, except for Permitted Encumbrances. With respect to the Leased Real Property, Seller is in peaceable possession under each such Real Property Lease to which it is a party. Except as set forth on Schedule 4.12(b), there are no subleases, licenses, or other contracts entered into by Seller granting to any Person other than Seller the right to occupy any Leased Real Property, and, to Seller's Knowledge, no Person who may have a claim under a theory of adverse possession is in possession of any Real Property.

(c) All of the Owned Real Property and, to Seller's Knowledge, the Leased Real Property has (i) access to public roads or streets, with actual vehicular and pedestrian access, to and from the public street systems, and such access is not dependent on any land or other real property interest (including any easement or license that is not part of the Real Property) and (ii) all utilities and services necessary for the proper and lawful conduct in all material respects and operation of the Station as now conducted by Seller. There do not exist any actual or, to the Knowledge of Seller, threatened condemnation or eminent domain proceedings, planned public improvements, annexation, special assessments, zoning or subdivision changes, or other adverse claims affecting any of the Real Property, and, within the last four (4) years, Seller has not received any written notice of the intention of any Governmental Authority or other Person to take or use all or any part thereof.

(d) Except as set forth on Schedule 4.12(d) or in any title insurance commitment obtained by Purchaser, to Seller's Knowledge: (i) there is no private restrictive covenant or governmental use restriction (including zoning) on all or any portion of the Real Property that prohibits or materially interferes with the current use by Seller of the Real Property; and (ii) all material permits required for the occupancy and operation of the Real Property as presently being used by Seller have been obtained and are in full force and effect in all material respects, and, as of the date hereof, Seller has not received any written notices of material default or material violations in connection with such items. All Improvements located on the Real Property (A) are in adequate condition and repair in accordance with customary industry practices (ordinary wear and tear excepted); and (B) are available for immediate use and adequate to operate in all material respects the Station as presently operated by Seller. To Seller's Knowledge, no additional approvals, permits or licenses will be required to be issued after the date hereof in order to permit Purchaser, following the Closing, to continue to operate the Station on the Real Property in the same manner as Seller, other than any such approvals, permits or licenses that are ministerial in nature and are normally issued in due course upon application therefore without further action by the applicant.

(e) To Seller's Knowledge, all Improvements, structures and transmitting facilities of the Station, including, towers, antennas, guy lines, anchors and other related building, structures, Improvements and appurtenances, are located entirely within the confines of the Real Property, except for such failures as are not, individually or in the aggregate, material.

(f) Seller has not received any written or, to Seller's Knowledge, oral notice of any material violation of Law affecting the Owned Real Property or Leased Real Property.

#### 4.13. Litigation; Governmental Orders.

(a) Except as set forth in Schedule 4.13(a) or Schedule 4.15(b) hereto, there are no pending or, to the Knowledge of Seller, threatened Actions by any Person or Governmental Authority against or relating to Seller, the Station, the Assets or the Assumed Liabilities or that challenge or seek to prevent, enjoin or otherwise delay the Transactions. To the Knowledge of Seller, no event has occurred, or circumstances exist, that may give rise to, or serve as a basis for, any such Action.

(b) Except as set forth in Schedule 4.13(b), Seller is not subject to or bound by any Governmental Order and there are no unsatisfied judgments, penalties or awards against, relating to or affecting the Station. To the Knowledge of Seller, no event has occurred or circumstances exist that may constitute or result in (with or without notice or lapse of time) a violation of any Governmental Order.

(c) Except for matters pertaining to the FCC or Communications Act, which are addressed in Section 4.15, to the Knowledge of Seller, there are no pending or, to the Knowledge of Seller, threatened in writing investigations or inquiries directed to Seller regarding the Assets or the business of the Station by any Governmental Authority. Schedule 4.13(c) describes all material inspection reports, questionnaires, inquiries, demands, requests for

information, and claims of violations or noncompliance with any Law received by Seller with respect to the Station during the two (2) years prior to the date hereof from any Governmental Authority and all written statements or responses of Seller with respect thereto.

4.14. Compliance with Laws. Except as set forth in Schedule 4.14, Seller has complied since January 1, 2020, and is now complying, with all Laws and Governmental Orders applicable to the Station and its operations as currently conducted or the ownership or use of the Assets.

4.15. FCC/FAA Matters; Qualifications.

(a) Schedule 4.15(a) contains a list of all FCC Licenses and a list, as of the date hereof, of all pending FCC applications filed by Seller related to the FCC Licenses or otherwise for use in the operation of the Station. Except as set forth on Schedule 4.15(a), such FCC Licenses are in full force and effect, and such FCC Licenses are not subject to any adverse conditions, except for those conditions appearing on the face of the FCC Licenses and conditions applicable to broadcast television licenses generally.

(b) Except as set forth on Schedule 4.15(b), (i) the Station is being operated in compliance in all material respects with the Communications Act and the FCC Licenses with respect to the operation of the Station and (ii) Seller has filed or made all material applications, reports, and other disclosures required by the FCC or the FAA to be made in respect of the Station and have or will have at the Closing timely paid all regulatory fees in respect thereof. Except as set forth in Schedule 4.15(b), to the Knowledge of Seller, as of the date hereof, there are no complaints, investigations, proceedings or other Actions pending or threatened in writing before the FCC with respect to the FCC Licenses, and, to the Knowledge of Seller, no fact or circumstance exists that could give rise to such complaint, investigation, proceeding, or other Action, other than proceedings affecting the broadcast television industry generally. Except as set forth on Schedule 4.15(b), Seller is legally, financially and otherwise qualified under the Communications Act to perform its obligations hereunder, to be the licensee and to own and operate the Station. To the Knowledge of Seller, there is no fact or circumstance relating to Seller or any of its Affiliates that would reasonably be expected to prevent the FCC under the Communications Act in effect as of the date hereof from granting the FCC applications, that would delay the granting of the FCC Consent, or that would cause the FCC to impose any condition on its granting of the FCC Consent. Seller has no reason to believe that the FCC applications might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Seller or any of its Affiliates. All tower structures utilized by the Station are in compliance with all applicable FCC and/or FAA requirements. Seller has the rights to the use of the call letters used with each Station as of the date hereof pursuant to the rules and regulations of the FCC. Except as disclosed on Schedule 4.15(b), no Station licensed as a low power television station received written or, to Seller's Knowledge, oral notice that it was being or will be displaced from its current operating channel. Seller has completed all actions and submitted all filings required pursuant to the Auction Repack and C-Band Repack, including Financial Reconciliation Forms for all Stations seeking reimbursement pursuant to the Auction Repack, and has received reimbursement of all expenses incurred in relation to the Auction Repack and C-Band Repack eligible for such reimbursement.

#### 4.16. Labor and Employment Matters.

(a) Except as set forth on Schedule 4.16(a) hereto, there is no pending or, to the Knowledge of Seller, threatened in writing against Seller, any labor dispute, strike, work slowdown or work stoppage that affects or interferes with the operation of the Station and, to the Knowledge of Seller, there is no organizational effort currently being made or threatened in writing by or on behalf of any labor union with respect to Business Employees of the Station. The Station has not experienced any strike, work slowdown, work stoppage or other similar significant labor difficulties within the three (3) years preceding the date of this Agreement.

(b) Except as set forth on Schedule 4.16(b) hereto, (i) Seller is not a signatory or a party to, or otherwise bound by, any collective bargaining agreement which covers any Business Employee or any former employees of Seller who had employment duties related to the Station, (ii) Seller has not agreed to recognize any union or other collective bargaining unit with respect to any Business Employees, and (iii) no union or other collective bargaining unit has been certified, or is presently seeking to be certified, as representing any Business Employees.

(c) Seller has been for the last three (3) years, and as of the Closing Date, is in compliance in all material respects with all applicable Laws concerning labor and employment with respect to the Business Employees.

(d) Seller's workforce is appropriately and correctly classified and in compliance with all Laws governing the classification of employees including the Fair Labor Standards Act, the Internal Revenue Code and any other Law governing the payment of wages and/or the withholding and payment of Taxes withheld from wages as required by applicable Law. All persons whom Seller has treated as an independent contractor are properly classified as such for purposes of all Laws, including the Internal Revenue Code. Seller has not incurred, and to Seller's Knowledge no circumstances exist under which Seller could incur, any liability arising from the misclassification of employees as independent contractors. Seller has in its files a Form I-9 that is validly and properly completed in accordance with applicable Law for each Business Employee with respect to whom such form is required under applicable Law.

(e) Except as set forth on Schedule 4.16(e), there are no pending or, to the Knowledge of Seller, threatened, proceedings, complaints, claims, disputes, investigations or charges relating to any alleged violation of any legal requirement pertaining to labor relations or employment matters relating to any Business Employee or any former employees of Seller who had employment duties related to the Station.

(f) Except for travel advances in the Ordinary Course of Business, Seller has not loaned any money to any Business Employee. Seller has made available to Purchaser a true and complete copy of each employee handbook or other material written policies that apply to Business Employees.



(g) In the thirty-six (36) months preceding the date of this Agreement, Seller has not implemented any “plant closing” or “mass layoff” of employees that implicates WARN or any similar state or local legal requirement.

4.17. Environmental Matters. Except as disclosed on Schedule 4.17:

(a) The Owned Real Property, and, to the Knowledge of Seller, the Leased Property is in compliance in all material respects with all Environmental Laws applicable to the Assets or the business and operations of the Station as presently conducted by Seller.

(b) Seller is and has been in compliance since January 1, 2020 with all Environmental Laws. Except in compliance in all material respects with Environmental Laws, there is not currently, nor has there been since January 1, 2020, any of the following: (i) handling of any Hazardous Substances at, on, or from any Real Property, (ii) presence or Release of Hazardous Substances at, on or from any Real Property, (iii) underground storage tanks, PCBs or asbestos-containing materials located at, on or from any Real Property, and (iv) toxic mold, or comparable indoor air quality issues at, on or from any Real Property.

(c) To the Knowledge of Seller, Seller has not had any Releases of any Hazardous Substances in excess of reportable quantities at, on, or from any Real Property that require remediation under applicable Environmental Laws. To the Knowledge of Seller, there have not been within the past three (3) years any Releases of any Hazardous Substances in excess of reportable quantities at, on, or from any Real Property that have required remediation under applicable Environmental Laws.

(d) Seller has obtained any material Licenses, has filed all reports and notifications required under any Environmental Law in connection with the Assets, and is in compliance in all material respects with all applicable Environmental Laws applicable to the Station. Within the last three (3) years, Seller has not received any written notice of or been the subject of, any Action by any person alleging Seller’s liability under or noncompliance with any applicable Environmental Law. Seller has made available to Purchaser copies of all non-privileged reports, notices, or comparable documentation relating to Hazardous Substances on the Real Property that are in possession or control of Seller.

4.18. Insurance. Seller maintains insurance in respect of the Assets and the Station covering such risks, in such amounts, with such terms and with such insurers as Seller has determined is appropriate in light of the business and operations of the Station and consistent in all material respects with industry practice (such insurance, the “**Business Insurance Policies**”). Schedule 4.18 hereto sets forth, as of the date hereof, a true and correct list of all Business Insurance Policies, all of which are in full force and effect in all material respects as of the date hereof. There are no claims related to the Business, the Assets or the Assumed Liabilities pending under any the Business Insurance Policies as to which coverage has been questioned, denied or disputed or in respect of which there is an outstanding reservation of rights. Neither Seller nor any of its Affiliates has received any written notice of cancellation of, premium increase with respect to, or alteration of coverage under, any Business Insurance Policy. None of Seller or any of its Affiliates is in default under, or has otherwise failed to comply with, in any material respect, any

provision contained in any Business Insurance Policy. Correct and complete copies of all Business Insurance Policies have been made available to Purchaser. Seller does not have any self-insurance arrangements with respect to the Station or the Assets.

4.19. Taxes. Seller has timely filed (taking into account all properly obtained extension) all Tax Returns required to be filed by it. At the time of filing, all such Tax Returns were true, complete and correct in all respects. All Taxes due and owing by Seller, whether or not shown on any Tax Return, have been timely paid. No statute of limitations has been waived and no extension of time during which a Tax assessment or deficiency assessment may be made with respect to any Tax incurred in connection with the Station has been agreed to, which waiver or extension is still outstanding. Seller has timely withheld, collected, deposited, or paid each Tax required to have been withheld, collected, deposited, or paid in connection with amounts allocable, paid, or owing to, or paid by, any employee, independent contractor, customer, taxing authority, or other creditor. Seller has complied with all information reporting and backup withholding provisions of applicable Law with respect to such amounts. There are no Encumbrances for Taxes (other than for Taxes not yet due and payable) upon the Assets, and no Governmental Authority has threatened in writing that it is in the process of imposing any Lien for Taxes on Seller or any of its assets. No claim has been made by any taxing authority or governmental body in any jurisdiction where Seller does not file Tax Returns that Seller is, or may be, subject to Tax by that jurisdiction. No claim has been made by a taxing authority in any jurisdiction where Seller does not currently file a particular type of Tax Return or pay a particular type of Tax that such Seller is or may be required to file such a Tax Return or pay such type of Tax (including obligations to withhold amounts with respect to Tax) in that jurisdiction. Seller is not, nor ever has been, a party to or the beneficiary of any Tax exemption, Tax holiday or other Tax reduction Contract or order with respect to the Station or the Assets. At all times since its formation, LLC Seller (i) has been treated for all federal and applicable state and local income Tax purposes as an entity that is disregarded as separate from its owner as provided in Treasury Regulations Section 301.7701-2(c)(2) and (ii) has never filed an IRS Form 8832 (Entity Classification Election). At all times since its formation, Corp. Seller has been subject to United States federal income Tax and applicable state and local income Tax Laws as an "S corporation" as defined in Internal Revenue Code Section 1361(a)(1) and is not, and has never been, a member of any affiliated, consolidated, combined, or unitary group filing a consolidated or combined income Tax Return for any federal, state, or local income Tax purposes.

4.20. Transactions with Affiliates. Except as disclosed on Schedule 4.20, Seller is not currently a party to any Contract with any of its Affiliates, or any equity owners, directors or officers of any such Affiliates that would be an Asset, and none of Seller, any of its Affiliates, or any equity owners, directors or officers of any such Affiliates has any ownership interest in any assets or property used by Seller or any of its Affiliates with respect to the Station.

4.21. Brokers. Except as set forth on Schedule 4.21, no finder, broker, agent, financial advisor or other intermediary has acted on behalf of Seller or its equity owners in connection with this Agreement or the Transactions or is entitled to any payment in connection herewith or therewith.

#### 4.22. Privacy and Cybersecurity.

(a) Seller has posted privacy policies governing its use of Personal Information on its public websites, and otherwise provided privacy notices to individuals when required under applicable Privacy and Security Laws and Standards, that materially meet the requirements of applicable Privacy and Security Laws and Standards. Seller's Personal Information processing activities are in material compliance with such policies and all applicable Privacy and Security Laws and Standards.

(b) Seller has (i) developed, implemented, and maintained commercially reasonable and necessary administrative, physical and technical safeguards that materially comply with applicable Privacy and Security Laws and Standards and are designed to protect the confidentiality, integrity and availability of Personal Information in its possession or control, and to prevent the loss and unauthorized use, access, alteration, destruction or disclosure of such Personal Information, and (ii) trained its employees to implement and follow these safeguards.

(c) Seller has not, in the past three (3) years, been subject to or received written notice of any Action or Governmental Order, or any claim or written complaint by any Person, regarding the protection, collection, access, use, storage, disposal, disclosure or transfer of Personal Information or the violation of any applicable Privacy and Security Law or Standard. To the Knowledge of Seller, no such Action, Governmental Order, claim, or complaint is threatened against Seller and, to the Knowledge of Seller, there are no facts or circumstances that would reasonably be expected to give rise to any of the foregoing.

(d) Seller has not, in the past three (3) years, discovered or been notified of any unauthorized acquisition, use, disclosure, access to, or breach of any Personal Information that (i) constitutes a breach or a data security incident under any applicable Privacy and Security Law or Standard or any Business Contract; or (ii) otherwise materially compromises (individually or in the aggregate) the security, confidentiality, integrity, or privacy of such Personal Information.

(e) Seller does not have any contractual obligation to maintain Personal Information in a manner that logically separates data of one business from that of another.

(f) Seller has not, in the past three (3) years, reported a breach or compromise of Personal Information to any Person or Governmental Authority, either voluntarily or based on any contractual obligations or Privacy and Security Laws and Standards and, to the Knowledge of Seller, there are no facts or circumstances that would reasonably be expected to give rise to any of the foregoing.

(g) The consummation of Transactions and the transfer of Personal Information in the possession or control of Seller to Purchaser does not and will not violate any (i) Privacy and Security Laws and Standards, (ii) contractual obligation related to Personal Information, or (iii) representation made in any Seller privacy policy or privacy notice, or require the consent of or notice to any Person concerning such Person's Personal Information. Upon the Closing Date, Purchaser will own and continue to have the right to use all Personal Information on identical terms and conditions as Seller enjoyed immediately prior to the Closing Date.

4.23. Absence of Certain Events. Since the Latest Balance Sheet Date, (a) there has not been any Material Adverse Effect, (b) Seller has operated the Station in the Ordinary Course of Business and (c) there has not been any action or omission that is or would have been a breach of Section 6.1(b).

4.24. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS Article IV, OR ANY SCHEDULE, CERTIFICATE OR OTHER DOCUMENT DELIVERED BY SELLER PURSUANT TO THIS AGREEMENT, INCLUDING THE OTHER OPERATIVE AGREEMENTS, SELLER DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS OF ANY ASSET FOR A PARTICULAR PURPOSE OR WITH RESPECT TO ANY PROJECTIONS OR FUTURE FINANCIAL OR OPERATIONAL PERFORMANCE OF THE STATION, ITS BUSINESS, OR THE ASSETS.

## **ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to Seller as follows:

5.1. Organization. Purchaser is duly formed, validly existing and in good standing under the Laws of the State of Delaware.

5.2. Authority. Purchaser has all requisite limited liability company power and authority to enter into and deliver this Agreement and the Operative Agreements to which it is a party, to perform its obligations hereunder and thereunder, to consummate the Transactions, and to assume and perform the Assumed Liabilities. The execution and delivery by Purchaser of this Agreement and the Operative Agreements to which it is a party, the performance by Purchaser of its obligations hereunder and thereunder, the consummation by Purchaser of the Transactions, and the assumption and performance of the Assumed Liabilities, have been duly authorized by all necessary requisite limited liability company action on the part of Purchaser. This Agreement has been, and the Operative Agreements to which Purchaser is a party shall be, duly executed and delivered by Purchaser. Assuming the due authorization, execution and delivery of this Agreement and the Operative Agreements by Seller, this Agreement constitutes, and each of the Operative Agreements to which Purchaser is a party (when so executed and delivered) will constitute, a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions.

5.3. No Violation; Third Party Consents. Assuming that all consents, waivers, approvals, orders and authorizations described in Section 5.4 hereto have been obtained and all notifications, registrations, qualifications, designations, declarations or filings with any Governmental Authorities described in Section 5.4 hereto have been made, the execution and delivery by Purchaser of this Agreement and the Operative Agreements to which it is a party, the performance by Purchaser of its obligations hereunder and thereunder, the consummation by Purchaser of the Transactions, and the assumption and performance of the Assumed Liabilities, do

not and will not conflict in any material respect with or violate in any material respect, constitute a material default (or event which with the giving of notice or lapse of time, or both, would constitute a material default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any material obligation or loss of any material benefit under, result in the creation of any Encumbrance other than a Permitted Encumbrance on any of the assets or properties of Purchaser pursuant to, or require Purchaser to obtain any consent, waiver, approval or action of, make any filing with, or give any notice to any Person as a result or under, the terms or provisions of (i) the organizational documents of Purchaser, (ii) any Contract to which Purchaser is a party or is bound, or (iii) any Law applicable to Purchaser, or any Governmental Order issued by a Governmental Authority by which Purchaser is in any way bound or obligated, except, in the case of clauses (ii) and (iii) of this Section 5.3, as would not have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement and the Operative Agreements to which it is a party, to assume and perform the Assumed Liabilities or to consummate on a timely basis the Transactions.

5.4. Governmental Consents. No material consent, waiver, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of Purchaser in connection with the execution and delivery by Purchaser of this Agreement and the Operative Agreements to which it is a party, the performance by Purchaser of its obligations hereunder and thereunder, the consummation by Purchaser of the Transactions, the assumption and performance of the Assumed Liabilities, except (i) the FCC Consent and (ii) where the failure to obtain such consent, waiver, approval, order or authorization, or to make such registration, qualification, designation, declaration or filing, would not, individually or in the aggregate, have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement, the Operative Agreements to which it is a party, to assume and perform the Assumed Liabilities or to consummate on a timely basis the Transactions.

5.5. Litigation. There are no pending or, to the knowledge of Purchaser, threatened Actions by any Person or Governmental Authority against or relating to Purchaser (or any Affiliate of Purchaser) or by which Purchaser or its assets or properties are or may be bound which, if adversely determined, would have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement and the Operative Agreements to which it is a party, to assume and perform the Assumed Liabilities or otherwise impede, prevent or materially delay the consummation of the Transactions.

5.6. Brokers. No finder, broker, agent, financial advisor or other intermediary has acted on behalf of Purchaser or its equity owners in connection with this Agreement or the Transactions or is entitled to any payment in connection herewith or therewith.

5.7. FCC Qualifications. Purchaser is, and at Closing shall be, legally, technically, financially and otherwise qualified under the Communications Act in effect as of the date hereof to perform its obligations hereunder, and to be the licensee of the FCC Licenses and own and operate the Station. Under the Communications Act in effect as of the date hereof, to the knowledge of Purchaser, there is no fact or circumstance relating to Purchaser or any of its Affiliates (i) that would reasonably be expected to prevent the FCC from granting the FCC Applications, (ii) that would otherwise reasonably be expected to disqualify Purchaser as the

licensee of the FCC Licenses or as the owner or operator of the Station, or (iii) that would cause the FCC to impose any material condition on its granting of the FCC Consent. Under the Communications Act in effect as of the date hereof, to the knowledge of Purchaser, no waiver of any FCC rule or policy in effect as of the date hereof is required for the grant of the FCC Applications.

5.8. Financing. Purchaser affirms that it is not a condition to the Closing or to any of its other obligations under this Agreement that Purchaser obtain financing for, or related to, the transactions contemplated by this Agreement. Purchaser will have at the Closing sufficient cash, available lines of credit or other sources of funds to enable it to make payment of the Purchase Price and any other amounts to be paid by it in accordance with the terms of this Agreement. Purchaser acknowledges and agrees that it shall be Purchaser's obligation to have funds on hand at the Closing sufficient to enable Purchaser to pay the Purchase Price and Purchaser's failure to have such funds at Closing shall constitute a breach by Purchaser that gives rise to the failure of a condition set forth in Section 7.2 for the purposes of Section 9.1(a)(i).

## **ARTICLE VI COVENANTS AND AGREEMENTS**

### **6.1. Conduct of Business.**

(a) At all times during the period commencing upon the execution and delivery of this Agreement by the parties hereto and terminating upon the earlier of the Closing or the termination of this Agreement pursuant to and in accordance with the terms of Section 9.1 hereof, unless Purchaser shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed, denied or conditioned), and except as otherwise required by Law or to enable Seller to comply with its obligations hereunder, Seller shall:

(i) conduct the operations of the Station in the Ordinary Course of Business, except to the extent otherwise provided herein;

(ii) use commercially reasonable efforts to preserve and maintain in all material respects the goodwill of the Station and the other Business Intellectual Property and the current relationships of Seller with employees, customers, advertisers, suppliers and others with significant and recurring business dealings with the Station;

(iii) maintain all Business Licenses (including FCC Licenses) that are material to the conduct of the business of the Station as currently conducted by Seller, including filing with the FCC applications to renew any FCC Licenses that have expired or that may expire prior to the Closing Date;

(iv) maintain the books of account and records of the Station in the Ordinary Course of Business, consistent with past practices;

(v) use commercially reasonable efforts to maintain the Equipment in reasonable operating condition (given the age of such property and the use to which such property is put and ordinary wear and tear excepted) in accordance with industry practice;

(vi) utilize the Program Rights of the Station in the Ordinary Course of Business, and not sell or otherwise dispose of any such Program Rights;

(vii) comply in all material respects with all Laws applicable to the conduct of the Station or the ownership and use of the Assets;

(viii) give Purchaser prompt written notice of the occurrence of any of the following: (A) a loss, taking, condemnation, damage or destruction of or to any of the Assets involving an amount in excess of \$25,000, (B) any material labor grievance, strike, or other material labor dispute, (C) any material violation by Seller of any Law, (D) any material breach, default, claimed default or termination of any Material Contract, and (E) any breach or anticipated breach of any of Seller's representations and warranties set forth in this Agreement;

(ix) advise Purchaser in writing within two (2) Business Days after Seller obtains Knowledge of any complaint, investigation, proceeding or other Action pending or threatened in writing before the FCC with respect to the FCC Licenses;

(x) (A) confer on a regular and frequent basis with Purchaser to report material operational matters and to report the general status of ongoing operations of the Station and the Assets at such times as Purchaser may reasonably request, and (ii) promptly notify Purchaser in writing of any Material Adverse Effect, or any Effect that would reasonably be expected to result in a Material Adverse Effect of which Seller has Knowledge;

(xi) use commercially reasonable efforts to protect the present service areas of the Station from increased electrical interference from other stations, existing or proposed, and exercise commercially reasonable efforts to maintain carriage of the Station's signals on all cable systems on which they are entitled to carriage; and

(xii) subject to all applicable confidentiality agreements applicable to Seller, provide Purchaser with copies of all material correspondence received after the date hereof with cable and DBS systems to and from Seller with regard to the Station concerning must carry status, retransmission consent and other matters arising under the Cable Act, the STELA Reauthorization Act of 2014, as amended, and any successor statutes thereto and keep Purchaser promptly advised of the status of all material developments in all negotiations by Seller with cable and DBS systems concerning such matters related to the Station.

(b) Without limiting the foregoing, and subject to and limited by Section 6.9 hereof, at all times during the period commencing upon the execution and delivery of this Agreement by the parties hereto and terminating upon the earlier of the Closing or the termination of this Agreement pursuant to and in accordance with the terms of Section 9.1 hereof unless

Purchaser shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed, denied or conditioned), Seller shall not take, or cause to be taken, any of the following actions to the extent such actions relate to the Station or the Assets:

(i) enter into, materially amend, materially modify or terminate (other than at the expiration of their respective terms or due to a default of the other party thereunder) any (A) Business Contract relating to Program Rights, or (B) other Material Contract other than Material Contracts not involving Liabilities exceeding \$20,000 individually in any twelve-month period or \$75,000 in the aggregate in any twelve-month period for all such Material Contracts;

(ii) (A) make any change in any method of accounting or accounting practice utilized in the preparation of the Financial Statements, except for any such change required by reason of a concurrent change in GAAP, or (B) change any Tax election or make any Tax election different from its prior course of conduct, in each case, with respect to any payroll or property or similar ad valorem Taxes affecting or applicable to the Assets;

(iii) increase any wage, salary, bonus or other direct or indirect compensation payable or to become payable to any of the Business Employees, or make any accrual for or commitment or agreement to make or pay the same, other than increases in wages, salary, bonuses or other direct or indirect compensation made in the Ordinary Course of Business. Notwithstanding the foregoing, any such increases shall not exceed five percent (5%) individually or in the aggregate, or those required by any existing Business Contract or Law or applicable Bargaining Agreements; provided, however, Seller may offer retention bonuses to any of the Business Employees, at the sole expense of Seller;

(iv) make any payment or commitment to pay any severance or termination pay to any Business Employee or any independent contractor, consultant, agent or other representative of Seller, other than payments or commitments to pay such Business Employees, independent contractors, consultants, agents or other representatives of Seller in accordance with the terms of any existing agreements with such individual, or those required by any existing Business Contract or Law; provided, however, that Seller may make any such payment or commitment to make any such payment at the sole expense of Seller;

(v) (A) sell or make any other disposition of any of the Assets except (x) obsolete assets that are not in use in the operation of the Station; (y) pursuant to existing Business Contracts; or (z) in the Ordinary Course of Business; and (B) grant or incur any Encumbrance on any of the Assets, other than Permitted Encumbrances;

(vi) incur or assume any debt, obligation or Liability in excess of \$20,000;

(vii) materially amend, materially modify or terminate any Material Business License;



(viii) transfer, assign or grant any license or sublicense under or with respect to any Business Intellectual Property (except non-exclusive licenses or sublicenses granted in the Ordinary Course of Business);

(ix) make any capital expenditures in excess of \$20,000 which would constitute an Assumed Liability;

(x) except in the Ordinary Course of Business, (A) pay, discharge, settle or satisfy any claim, obligation or other Liability (whether absolute, accrued, contingent or otherwise) or (B) otherwise waive, release, grant, assign, transfer, license or permit to lapse any right;

(xi) enter into any settlement or release with respect to any Action relating to the Station that includes any non-monetary relief that materially would impact the Station after Closing;

(xii) adopt any plan of merger, consolidation, reorganization, liquidation or dissolution or filing of a petition in bankruptcy under any provisions of federal or state bankruptcy Law or consent to the filing of any bankruptcy petition against it under any similar Law; or

(xiii) enter into any Contract to do any of the foregoing or take any action or omission that would result in any of the foregoing.

(c) For the avoidance of doubt, nothing contained in this Agreement shall give Purchaser, directly or indirectly, the right to control or direct the Station's operations prior to the Closing. Prior to the Closing, Seller shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over the Station's operations.

6.2. Access and Information. Subject to the terms of the Confidentiality Agreement, at all times during the period commencing upon the execution and delivery hereof by the parties hereto and terminating upon the earlier of the Closing or the termination of this Agreement pursuant to and in accordance with the terms of Section 9.1 hereof, Seller shall permit Purchaser and its authorized agents and representatives to have reasonable access, upon reasonable advance written notice and during normal business hours, to the Station and the Assets and all of its relevant non-privileged books, records and documents of or relating to the Station and the Assets, and shall furnish to Purchaser such information and data, financial records and other documents in its possession relating to the Station and the Assets as Purchaser may reasonably request; *provided* that such access shall not unduly interrupt the normal operations of the Station, shall be coordinated through Seller's management, and shall comply with all applicable Business Contracts, Permitted Encumbrances and Laws. Within thirty (30) days after the end of each calendar month during the period from the date hereof through the Closing, Seller shall provide to Purchaser, with respect to the Station, the unaudited balance sheet as of the end of such month and the related combined unaudited statement of income and operations for such month ended and the year to date of the Station. Within forty-five (45) days after the end of each quarter during the period from the date hereof through the Closing, Seller shall provide to Purchaser, with respect to the Station, the

unaudited balance sheet as of the end of such quarter and the related combined unaudited statement of income and operations for such quarter ended of the Station.

### 6.3. Confidentiality.

(a) The terms of the Confidentiality Agreement are hereby incorporated herein by reference and shall continue in full force and effect from the date hereof until the Closing in accordance with the terms thereof, such that the information obtained by Purchaser, or its officers, employees, agents or representatives, in connection with the negotiation, execution and performance of this Agreement, the consummation of the Transactions, or otherwise, shall be governed by the terms set forth in the Confidentiality Agreement; *provided, however*, that in the event of the termination of this Agreement, the terms of the Confidentiality Agreement incorporated herein by reference shall survive as set forth therein. The Confidentiality Agreement shall automatically terminate at the Closing without further action by the parties thereto.

(b) From and after the Closing, Seller shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective representatives to hold, in confidence any and all information, whether written or oral, concerning the Station or the Assets, except to the extent that Seller can show that such information (i) is generally available to and known by the public through no fault of Seller, any of its Affiliates or their respective representatives; or (ii) is lawfully acquired by Seller, any of its Affiliates or their respective representatives from and after the Closing from sources which are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If Seller or any of its Affiliates or their respective representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, Seller shall promptly notify Purchaser in writing and shall disclose only that portion of such information which Seller is advised by its counsel in writing is legally required to be disclosed, *provided* that Seller shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

### 6.4. Further Actions.

(a) Upon the terms and subject to the conditions set forth in this Agreement (including the terms of Section 6.4(b) hereof), Seller and Purchaser shall each use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, and to assist and cooperate with the other parties hereto in doing, all things necessary, proper or advisable under applicable Laws to consummate the Transactions, including, without limitation (but subject to Section 3.5): (i) obtaining all necessary Licenses, actions or nonactions, waivers, consents or approvals, authorizations, qualifications and other orders of any Governmental Authorities with competent jurisdiction over the Transactions, and (ii) obtaining all necessary consents, approvals or waivers from third parties. In furtherance (and not in limitation) of the provisions set forth in this Agreement, at all times prior to the Closing, Purchaser and Seller shall use their respective commercially reasonable efforts to take or cause to be taken all actions necessary or desirable in order to consummate the transactions contemplated by this Agreement as promptly as is practicable. Purchaser and Seller further agree to comply with Schedule 6.4(a).

(b) Also in furtherance and not in limitation of Section 6.4(a), Purchaser and Seller each shall prepare and file with the FCC as soon as practicable, but in no event later than five (5) Business Days after the execution of this Agreement, the requisite applications (the “**FCC Applications**”) and other necessary instruments or documents requesting the FCC Consent and thereafter prosecute such applications with all reasonable diligence to obtain the FCC Consent as soon as practicable; *provided, however*, that except as provided in the following sentence, neither Purchaser nor Seller shall be required to pay consideration to any third party to obtain the FCC Consent. By no later than three (3) Business Days after execution of this Agreement, Seller shall have obtained the withdrawal or dismissal of any application to the FCC requesting assignment of an FCC License of any Station to any other party not affiliated with Purchaser. The parties shall each pay one-half of the FCC filing fees relating to the Transactions, irrespective of whether the transactions contemplated by this Agreement are consummated. Purchaser and Seller each shall oppose any petitions to deny or other objections filed with respect to the FCC Applications to the extent such petition or objection relates to such party. Neither Purchaser nor Seller shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the receipt of the FCC Consent; *provided, however*, that Purchaser and Seller will make FCC applications and other filings in the ordinary course, including, but not limited to, applications for renewal of license. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 9.1, then Purchaser and Seller shall jointly request that the FCC extend the effective period of the FCC Consent. No extension of the FCC Consent shall limit the right of either party to exercise its rights under Section 9.1.

(c) Seller and Purchaser acknowledge that under the rules and policies of the FCC in effect as of the date of this Agreement, a request for continuing satellite waiver related to Stations KVRN, KJRR, KNRR, and KBRR must be part of the FCC Application related to those stations and approved as part of the FCC Consent.

(d) In connection with the efforts referenced in this Section 6.4 to obtain the FCC Consent, Purchaser and Seller shall each use its respective commercially reasonable efforts to (i) cooperate in all respects with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party, (ii) keep the other party informed in all material respects of any material communication received by such party from, or given by such party to, the FCC or any other Governmental Authority and of any material communication received or given in connection with any proceeding by a private party, (iii) permit the other party the opportunity to review and comment in advance on any submissions to any Governmental Authority or material agreement that relates to the consummation of the Transactions and (iv) permit the other party to attend any meetings with any Governmental Authority or participate in any communications with any Governmental Authority. Seller shall be permitted by Purchaser to enter into tolling agreements with the FCC to extend the statute of limitations for the FCC to determine or impose a forfeiture penalty against Seller, or other customary agreements with the FCC, in connection with any pending complaint against Seller relating to the broadcast of allegedly obscene, indecent or profane material, or regarding Seller’s compliance with other FCC rules.

(e) Purchaser and Seller shall, in connection with any review of the transactions contemplated hereby by any Governmental Authority other than the FCC, use commercially reasonable efforts to (i) cooperate in all respects with each other in connection with any communication, filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party; (ii) keep the other party and its counsel informed of any communication received by such party from, or given by such party to, any such Governmental Authority and of any communication received or given in connection with any proceeding by a private party, in each case regarding any of the transactions contemplated hereby; and (iii) consult with each other in advance of any meeting or conference with any Governmental Authority or, in connection with any proceeding by a private party, with any other Person, and to the extent permitted by such Governmental Authority or other Person, give the other party and its counsel the opportunity to attend and participate in such meetings and conferences. Purchaser shall, on behalf of the parties, control and lead all communications and strategy for dealing with any governmental agency other than the FCC or any other Person in connection with the proposed transactions contemplated hereby. Each party shall pay its own costs, fees and expenses (including attorneys' fees) in the event that any Governmental Authority other than the FCC inquires about, investigates, challenges or in any way otherwise requires information about any aspects of the transactions contemplated under this Agreement.

(f) Notwithstanding the foregoing, or anything in this Agreement to the contrary, in no event shall Purchaser or any of its Affiliates be required to, and in no event will Seller agree or permit the Station to agree, without the prior written consent of Purchaser, to take any of the following actions in connection with obtaining any consents or approvals from any Governmental Authority: (i) sell, license or otherwise dispose of, or hold separate or agree to sell, license or otherwise dispose of, any entities, assets or facilities of Purchaser, any of Purchaser's Affiliates, or the Station, (ii) terminate, amend or assign existing relationships and contractual rights and obligations of Purchaser, Purchaser's Affiliates or the Station, (iii) amend, assign or terminate existing licenses or other agreements or enter into such new licenses or other agreements, (iv) otherwise take or commit to take any actions that before or after the Closing would limit Purchaser's or any of its or its Affiliates' or the Station's freedom of action with respect to, or its ability to retain, one or more of its or its Affiliates' businesses, product lines, licenses, operations, rights, assets or rights or interests therein, (v) defend, contest or otherwise resist any action or order, including any proceeding seeking a temporary restraining order or preliminary injunction, by any Governmental Authority or private party, challenging any of the transactions contemplated hereby, (vi) pay any sums or concede anything of value, or (vii) take any action as a result of any request for additional information and documentary material or other inquiry from any Governmental Authority that is, in the reasonable judgment of Purchaser, reasonably likely to result, directly or indirectly, in Purchaser or any of its Affiliates or the Station taking any action set forth in the foregoing subsections (i) through (vi).

(g) Seller and Purchaser shall cooperate in the filing of a notice of consummation of the assignments authorized by the FCC Consent, and notice of assignment of any antenna structure registration or satellite earth station registration within one (1) business day following the Closing.

6.5. Publicity. Seller and Purchaser shall cooperate with each other in the development and distribution of all news releases and other public disclosures relating to the Transactions. Neither Seller nor Purchaser shall issue or make, or allow to have issued or made, any press release or public announcement concerning the Transactions without the consent of the other party hereto, except as otherwise required by applicable Law, but in any event only after giving the other parties hereto a reasonable opportunity to comment on such release or announcement in advance, consistent with such applicable legal requirements.

6.6. Transaction Costs. Except as otherwise provided herein, Purchaser shall pay all transaction costs and expenses (including legal, accounting and other professional fees and expenses) that it incurs in connection with the negotiation, execution and performance of this Agreement and the consummation of the Transactions. Except as otherwise provided herein, Seller shall pay all transaction costs and expenses (including legal, accounting and other professional fees and expenses) that it incurs in connection with the negotiation, execution and performance of this Agreement and the consummation of the Transactions. Purchaser and Seller each shall pay one-half of all transfer Taxes (including sales, use and real property transfer Taxes) and fees and costs of recording or filing all applicable conveyancing instruments associated with the transfer of the Assets from Seller to Purchaser pursuant to this Agreement. Consistent with Section 6.4(b) above, each party shall pay one-half of all FCC filing fees with regard to the Transactions. Seller and Purchaser (i) shall cooperate in the preparation, execution and filing of all Tax Returns regarding any transfer Taxes that become payable as a result of the transfer of the Assets from Seller to Purchaser pursuant to this Agreement and (ii) shall cooperate to seek an available exemption from such Taxes (as applicable).

6.7. Employees and Employee Benefit Matters.

(a) Purchaser shall offer employment in accordance with the provisions of this Section 6.7 to each Business Employee identified by Purchaser in its sole discretion (which list shall be provided by Purchaser to Seller in writing at least five (5) Business Days prior to the Closing Date) effective as of the Closing Date (*provided* such Business Employee is employed with Seller as of such date). Each such offer of employment by Purchaser will be subject to and in compliance with Purchaser's applicable policies and procedures, including employment background checks and the execution of all of Purchaser's standard new hire documents and agreements, and will supersede any prior express or implied employment agreements, arrangements, representations, or offer letters in effect prior to the Closing Date. Notwithstanding the foregoing, the offers of employment to any Business Employee who is covered by an Employment Contract shall include terms and conditions of employment that are materially comparable to the terms and conditions set forth in the applicable Employment Contract. Purchaser's offer of employment to each Business Employee on short-term or long-term disability who is not actively employed as of the Closing Date shall be made promptly when such Business Employee is eligible to return to active service at any time within the six (6)-month period following the Closing Date, or if longer, during the period Business Employee has a right to re-employment under applicable Law. Business Employees whose employment with Seller terminates and who accept or are treated by Purchaser as accepting such offers of employment by and actually commence employment with Purchaser (or its Affiliates) in accordance with this Section 6.7 are referred to collectively herein as the "**Transferred Employees.**" Prior to and

through the Closing Date, Seller will be liable for all accrued but unpaid salaries, wages, vacation, or other paid time off, incentive compensation or other Liabilities related to the employment of the Business Employees. Immediately prior to the Closing, Seller shall terminate its employment of each such Transferred Employee. Notwithstanding anything contained in this Section 6.7 or elsewhere, (i) Seller will remain responsible for payment of any and all severance, retention, change in control or other similar compensation or benefits which are or may become payable in connection with the consummation of the Transactions and (ii) Purchaser will be responsible for the payment of compensation, bonus or other payment owed to any Transferred Employee arising after the Closing Date as a result of Purchaser's employment of such Transferred Employee. Purchaser shall permit Transferred Employees (and their spouses and dependents) to participate in its "employee welfare benefit plans" as defined under ERISA (including, without limitation, health insurance plans) in which similarly situated employees of Purchaser are generally eligible to participate, with coverage effective immediately on the Closing Date (and without exclusion from coverage on account of any pre-existing condition, except to the extent such persons were subject to such pre-existing condition limitations under Seller's group health plan). Transferred Employees' service with Seller (and any predecessors of Seller) will be deemed as service with Purchaser for purposes of eligibility, waiting periods, vesting periods and benefits based on length of service, and calculation of vacation and severance benefits, if applicable (other than benefit accrual under a defined benefit pension plan and Purchaser's discretionary match under the Purchaser's 401(k) plan), and with any credit under any welfare plan for any deductibles or co-insurance paid for the current plan year under any plan maintained by Seller. On the Closing Date, Purchaser shall provide Seller with a list of the Transferred Employees as of the Closing Date. Unless otherwise provided under the terms of an Employment Contract, each Transferred Employee shall be employed by Purchaser on an at will basis and nothing shall prohibit Purchaser from establishing any initial terms or conditions of employment for any Transferred Employee, from terminating the employment of any Transferred Employee at any time after the Closing Date or changing any of the terms and conditions of employment related to such Transferred Employees at any time, except for such changes that are inconsistent with Purchaser's obligations as set forth in this Section 6.7.

(b) For the avoidance of doubt, without limiting the foregoing, Purchaser shall not assume any written employment agreement (except for periods after the Effective Time, the Employment Contracts set forth on Schedule 4.9(a)), nor owe any obligation to, any Business Employee who is not a Transferred Employee.

(c) If any Business Employee to whom Purchaser has offered employment in accordance with this Section 6.7 does not consent to employment with Purchaser or for any other reason (other than rescission of such offer by Purchaser for any reason other than the Business Employee's failure to satisfy Purchaser's employment conditions) does not commence employment with Purchaser, such employee shall be deemed to have voluntarily resigned from employment with Seller and no severance shall be payable to such employee by Seller.

(d) Purchaser shall take commercially reasonable actions to permit Transferred Employees (and their spouses and dependents) to participate in its "employee welfare benefit plans" as defined under ERISA (including, without limitation, health insurance plans) in which similarly situated employees of Purchaser are generally eligible to participate, with coverage

effective immediately on the Closing Date (and without exclusion from coverage on account of any pre-existing condition, except to the extent such Persons were subject to such pre-existing condition limitations under Seller's group health plan prior to Closing). Purchaser shall take commercially reasonable actions to (i) cause Transferred Employees' service with Seller (and any predecessors of Seller) to be credited as service with Purchaser for purposes of eligibility, waiting periods, vesting periods and benefits based on length of service, and calculation of vacation and severance benefits, if applicable (other than benefit accrual under a defined benefit pension plan and Purchaser's discretionary match under Purchaser's 401(k) plan), and (ii) credit under any welfare plan any deductibles or co-insurance paid for the current plan year by any Transferred Employee under any plan maintained by Seller (to the extent such information is provided to Purchaser by Seller or its agent in a timely manner).

(e) Following the Closing Date, Seller shall take commercially reasonable actions to ensure that under the terms of Seller's profit-sharing plan and 401(k) plan and to the extent permitted by applicable Law, each Transferred Employee with an account balance is eligible to receive a distribution as a result of their separation from employment with Seller as of the applicable effective date of their employment with Purchaser. From and after the Closing Date, Purchaser shall take commercially reasonable actions to permit each Transferred Employee who participates in Seller's profit-sharing plan and 401(k) plan to elect to make direct rollovers of their account balances (except for any outstanding loan balances) into Purchaser's 401(k) plan as of the Closing Date (or as soon as practicable thereafter when Purchaser's 401(k) plan is capable of accepting such rollovers), subject to compliance with applicable Law and subject to the reasonable requirements of Purchaser's 401(k) plan. Each Transferred Employee shall be eligible to participate in Purchaser's 401(k) plan as of the first day of the first full month after the Closing Date to the extent that such Transferred Employee has enough service credit as an employee of Seller to meet the service requirement under Purchaser's 401(k) plan.

(f) All workers' compensation obligations relating to, arising out of or resulting from any claim by any Business Employee that results from an injury that occurred prior to the Closing Date shall be retained by Seller. All workers' compensation obligations relating to, arising out of or resulting from any claim by a Transferred Employee that results from an injury that occurs after the Closing Date shall be the exclusive responsibility of Purchaser. Seller further agrees that (i) any Business Employee, including any Transferred Employee, who has received an offer of employment from Purchaser but has not yet commenced employment with Purchaser and who as of the Closing Date is receiving or is entitled to receive short-term or long-term disability benefits under Seller's short-term or long-term disability benefit plans shall receive or continue to be paid such benefits in accordance with the terms of the disability plans of Seller, and (ii) Purchaser shall have no obligation to provide any disability or other benefits or compensation to any such Person unless and until they become a Transferred Employee.

(g) Purchaser shall have no responsibility at any time arising under or in connection with COBRA with respect to any Employee Plan sponsored by Seller or any ERISA Affiliate. Seller agrees that it shall be solely responsible for any and all obligations under Code Section 4980B with respect to the Transferred Employees and each "M&A qualified beneficiary" within the meaning of Treasury Regulation Section 54.4980B-9, without regard to whether the

entitlement to such coverage (or notice of such coverage) arises in connection with the Transactions contemplated by this Agreement or otherwise.

(h) The parties expressly acknowledge and agree that nothing contained in this Section 6.7 or any other provision of this Agreement, shall (i) be construed to establish, amend, or modify any benefit or compensation plan, program, agreement, Contract, policy or arrangement of Seller or Purchaser, (ii) limit the ability of Purchaser or any of its Affiliates to amend, modify or terminate any benefit or compensation plan, program, agreement, Contract, policy or arrangement at any time assumed, established, sponsored or maintained by any of them, (iii) create any third-party beneficiary rights or obligations in any Person (including any Business Employee, Transferred Employee, or labor union) other than the parties to this Agreement or create a Contract between Purchaser, Seller, or any of their respective Affiliates on the one hand and any employee of Seller on the other hand, and no employee of Seller may rely on this Agreement as the basis for any breach of contract claim against Purchaser or Seller, (iv) be deemed or construed to require Purchaser or any of its Affiliates to continue to employ any particular employee of Seller for any period after the Closing Date, or (v) be deemed or construed to limit Purchaser's or any of its Affiliates' right to terminate the employment of any Transferred Employee during any period on or after the Closing Date or confer on any Person any right to employment or continued employment or to a particular term or condition of employment with Purchaser or any of its Affiliates.

6.8. Retention of and Access to Records. From and after the Closing, for a period of at least three (3) years, Purchaser shall preserve all books and records transferred by Seller to Purchaser pursuant to this Agreement. Promptly after Purchaser shall decide to destroy such books and records but in any event by the 4th anniversary of the Closing Date, Purchaser shall provide Seller a reasonable opportunity to obtain copies, at Seller's expense, of any of such books and records that Seller needs for any reasonable business purpose. As soon as reasonably practicable following the Closing, Purchaser shall deliver to Seller such financial information relating to the Station in sufficient detail to enable Seller to prepare its financial statements and all Tax Returns of Seller relating to periods ending on or prior to the Closing Date. Purchaser, on the one hand, and Seller, on the other hand, shall provide, at the expense of the requesting party, with such assistance as may reasonably be requested by either of them in connection with the preparation of any Tax Return, any Tax audit or other examination by any Governmental Authority, or any judicial or administrative proceedings relating to Liability for Taxes. In furtherance of the foregoing, from and after the Closing, Purchaser shall afford to Seller, and its counsel, accountants and other authorized agents and representatives, during normal business hours, reasonable access to the employees, books, records and other data relating to the Assets, the Assumed Liabilities and the Transferred Employees in its possession with respect to periods prior to the Closing, and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required (a) to facilitate the investigation, litigation and final disposition of any claims which may have been or may be made against any such party or Person or its Affiliates, (b) for the preparation of Tax Returns and audits, and (c) for any other reasonable business purpose. In order to facilitate the resolution of any claims made by or against or incurred by Purchaser after the Closing, or for any other reasonable business purpose, for a period of four (4) years following the Closing, Seller shall: (i) retain the books and records (including personnel files) of Seller which relate to the Station and its operations for periods prior to the Closing; and (ii) upon reasonable written notice,



afford Purchaser and its representatives reasonable access (including the right to make, at Purchaser's expense, photocopies), during normal business hours, to such books and records. Neither Purchaser nor Seller shall be obligated to provide the other party with access to any books or records (including personnel files) pursuant to this Section 6.8 where such access would violate any Law.

6.9. Control Prior to Closing. The parties acknowledge and agree that, for the purposes of the Communications Act and any other applicable Law, this Agreement and, without limitation, the covenants in this Article VI, are not intended to, and shall not be construed to, transfer control of the Station or to give Purchaser any right to, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct, the programming, operations or any other matter relating to the Station prior to the Closing Date, and Seller, subject to the terms and conditions set forth in this Agreement, shall have complete control and supervision of the programming, personnel, finances, operations, policies and all other matters relating to the Station until the Closing.

6.10. Risk of Loss.

(a) If, prior to the Closing, any of the Assets shall be damaged or destroyed by fire or other casualty, then Seller shall take all reasonable steps to repair, replace and restore the Assets to reasonable operating condition as soon as possible after any loss or damage, it being understood and agreed that all insurance proceeds with respect thereto ("**Proceeds**") will be applied to or reserved for such replacement, restoration or repair, but that Seller will have no obligation to repair, replace or restore in excess of the Proceeds (plus any applicable deductible payment), and that Purchaser's sole remedies if Seller elects not to fully repair, replace or restore will be (i) to terminate this Agreement, or (ii) to close in accordance with Section 6.10(c).

(b) In the event that, prior to Closing, any damage or loss causes material impairment to and prevents broadcast transmissions of the Station in the normal and usual manner and substantially in accordance with the FCC Licenses (not to include ordinary course scheduled maintenance), Seller will give prompt written notice thereof to Purchaser, and Purchaser, in addition to its other rights and remedies, will have the right to postpone the Closing Date until five (5) Business Days after transmission in accordance with the FCC Licenses has been resumed, subject to the Upset Date. During the period of postponement, Seller shall use commercially reasonable efforts to resume broadcast transmissions. In the event transmission in accordance with the FCC Licenses cannot be resumed within the effective period of the FCC's consent to assignment of the FCC Licenses to Purchaser, the parties will join in an application or applications requesting the FCC to extend the effective period of its consent for one or more periods not to exceed one hundred twenty (120) days in the aggregate, subject to the Upset Date. If transmission in accordance with the FCC Licenses has not been resumed so that the Closing Date does not occur by the Upset Date, then Purchaser will have the right, by giving written notice to Seller within five (5) Business Days after the expiration of such one hundred twenty (120)-day period, or any such extension thereof, to terminate this Agreement forthwith without any further obligation.

(c) If any loss of or damage to the Assets occurs prior to the Closing Date, and repair, replacement or restoration of such Assets to not less than reasonable good operating condition has not been made on or before the Closing Date (as the Closing Date may be extended

as provided in Section 6.10(b)), or the cost thereof is greater than the Proceeds (plus any applicable deductible), then Purchaser will be entitled, but not obligated, to accept the Assets in their then-current conditions and will receive an abatement or reduction in the Purchase Price in an amount equal to the difference between the amount necessary to fully repair or replace the damaged Assets to a reasonable good operating condition and the amount of any unused Proceeds and payment of any related deductible amount. If Purchaser elects to accept damaged Assets at a reduced Purchase Price, then the parties agree to cooperate in determining the amount of the reduction to the Purchase Price in accordance with the provisions hereof; *provided, further*, that in such case, Purchaser shall be deemed to have waived any breach of the representations, warranties or covenants set forth in this Agreement with respect to such loss or damage and Purchaser and Indemnified Party claiming through Purchaser will have no rights to indemnification under Article VIII of this Agreement with respect thereto.

6.11. Update. Seller shall deliver to Purchaser, at least three (3) days before the Closing Date, a revised form of Schedule 4.7(a) as is necessary to reflect Material Contracts that have expired, been terminated, been amended, or been entered into in accordance with the terms of this Agreement since the date hereof, together with complete and correct copies of any such amended or new Material Contracts.

6.12. Title Insurance; Survey. Purchaser may obtain, at its sole option and expense, and Seller shall grant Purchaser access to obtain (a) commitments for owner's and lender's title insurance policies (ALTA Form 2021) on the Owned Real Property and commitments for lessee's and lender's title insurance policies for all Leased Real Property (collectively the "**Title Commitments**"), and (b) an ALTA survey on each parcel of Real Property (the "**Surveys**"); *provided, however*, that Seller shall promptly provide Purchaser with any existing Title Commitments, title policies and Surveys related to any of the Real Property that are in its possession or control. The Title Commitments will evidence a commitment to issue an ALTA title insurance policy insuring good, marketable and indefeasible fee simple (or leasehold, if applicable) title to each parcel of the Real Property contemplated above for such amount as Purchaser reasonably directs, and will contain no exceptions except for Assumed Liabilities or Permitted Encumbrances with each of the title company's standard printed exceptions in Schedule B thereto deleted at Closing. Seller shall reasonably cooperate with Purchaser in obtaining such Title Commitments and Surveys (including by providing customary representations and affidavits to Purchaser's title company); *provided, however*, that Seller shall not be required to incur any cost, expense or other Liability in connection therewith inconsistent with Seller's obligations hereunder. If the Title Commitments or Surveys reveal any Encumbrance on the title, other than Assumed Liabilities or Permitted Encumbrances, then Purchaser may notify Seller in writing of such objectionable matter as soon as Purchaser determines that such matter is not an Assumed Liability or Permitted Encumbrance or otherwise a customary title exception, and Seller shall use commercially reasonable efforts to remove such objectionable matter as required pursuant to the terms of this Agreement as promptly as practicable. Seller shall be obligated to remove any Encumbrance against the Real Property capable of removal by the payment of money or bonding that is not an Assumed Liability or a Permitted Encumbrance.

6.13. Environmental Assessments; Phase I and Phase II Investigations.

(a) Purchaser, at its sole cost and expense, shall have the right, within sixty (60) days from the date of this Agreement, to engage a qualified environmental consulting firm to conduct a Phase I Environmental Site Assessment and Compliance Review, in accordance with applicable ASTM environmental due diligence standards (the “**Phase I Environmental Site Assessment**”), with respect to the Real Property. If the Phase I Environmental Site Assessment identifies any Recognized Environmental Conditions (“**RECs**”) or material non-compliant environmental conditions (collectively, “**Material Environmental Conditions**”), and recommends additional investigation of the Material Environmental Conditions, within thirty (30) days after the receipt of the Phase I Environmental Site Assessment, Purchaser, with Seller’s approval (which approval shall not be unreasonably withheld, delayed, denied or conditioned), may engage a qualified environmental consulting firm to conduct a Phase II Environmental Site Assessment of the Material Environmental Conditions in accordance with the recommendations of the qualified environmental consultant that prepared the Phase I Environmental Site Assessment (the “**Phase II Environmental Site Assessment**”); *provided*, that Purchaser shall provide to Seller a proposed Scope of Work for any intrusive investigations at least thirty (30) days prior to conducting any such investigations, for Seller’s review and approval (which approval may be granted, conditioned, withheld or denied in Seller’s sole and reasonable discretion), *and provided further* that any such Phase II Environmental Site Assessment shall be conducted only (i) during regular business hours, (ii) with no less than two (2) Business Days prior written notice to Seller, (iii) in a manner that will not materially interfere with the operation of the Station or the use of access to or egress from such Real Property, and (iv) with respect to any Leased Real Property, shall only be done if the owner of such property consents. Seller shall use commercially reasonable efforts to undertake to obtain such consents as promptly as practicable. If Seller or, with respect to Leased Real Property, the owner of the property, does not approve the conduct of the Phase II Environmental Site Assessment of the Material Environmental Conditions in accordance with the recommendations of the Phase I Environmental Site Assessment, Purchaser may terminate this Agreement, upon written notice to Seller; *provided*, that, in such case, Seller shall not be entitled to the Escrow Deposit or interest and earnings thereon, and such Escrow Deposit and any interest or earnings thereon shall be returned to Purchaser by the Escrow Agent.

(b) Prior to Closing, or with Purchaser’s consent, after Closing, Seller shall remedy any Material Environmental Conditions identified by the qualified environmental consultant that prepared such Phase I Environmental Site Assessment costing in excess of \$15,000 at its sole cost and expense in respect of the Owned Real Property or Seller’s use of the Leased Real Property (it being understood and agreed that Purchaser remains responsible for remedying any Material Environmental Condition reasonably estimated to cost \$15,000 or less to remedy). Any remedy undertaken by Seller shall only be required to meet the most cost-effective, risk-based remediation standard and executed in a reasonable manner, in each case to become compliant with any applicable Environmental Laws. Upon Closing, any Material Environmental Condition identified in the Phase I Environmental Site Assessment shall be deemed an exception to Seller’s representations and warranties in Section 4.17. Notwithstanding anything herein to the contrary, if in the professional judgment of the qualified environmental consultant that prepared the Phase I Environmental Site Assessment, the estimated cost to remedy all Material Environmental Conditions in the aggregate would reasonably be expected to exceed \$125,000.00, then either party

shall have the right to terminate this Agreement upon written notice to the other party; *provided*, that, in such case, Seller shall not be entitled to the Escrow Deposit, and such Escrow Deposit and any interest or earnings thereon shall be returned to Purchaser by the Escrow Agent.

6.14. Supplement to Disclosure Schedules. From time to time prior to the Closing, Seller shall have the right to (x) at any time before the filing deadline under Section 6.4(b), supplement or amend any Schedule hereto with respect to any matter that occurred in the Ordinary Course of Business before the date of this Agreement that was unintentionally omitted from the original Schedules and is reflected in the Station's statement of operations and (y) supplement or amend any Schedule hereto with respect to any matter hereafter arising or of which they become aware after the date hereof (each supplement referenced in (x) and (y), a "**Schedule Supplement**") and at least ten (10) days prior to Closing, Seller shall deliver a Schedule Supplement reflecting any executory period contracts entered into in accordance with Section 6.1. Any disclosure in any such Schedule Supplement shall not be deemed to have cured any inaccuracy in or breach of any representation or warranty contained in this Agreement, including for purposes of the indemnification or termination rights contained in this Agreement or of determining whether or not the conditions set forth in Section 7.1 have been satisfied; *provided, however*, that if Purchaser and Seller agree that Purchaser has the right to terminate this Agreement pursuant to Section 9.1 following its receipt of such Schedule Supplement, then Purchaser and Seller shall use commercially reasonable efforts to negotiate in good faith regarding an appropriate reduction to the Purchase Price related thereto ("**Price Adjustment**"). In the event that Purchaser and Seller mutually agree to a Price Adjustment and consummate the Closing, Purchaser shall have irrevocably waived its right to indemnification under Section 8.2 solely with respect to such matter to the extent mutually agreed with Seller as part of the Price Adjustment.

6.15. Termination of Rights to the Names and Marks. As soon as practicable after the Closing Date (and in any event within one hundred eighty (180) days thereafter), Purchaser shall and shall cause each of its Affiliates to (a) cease and discontinue all uses of and (b) delete or remove the names and marks set forth on Schedule 6.15 from all products, signage, vehicles, properties, technical information and promotional materials. Purchaser, for itself and its Affiliates, agrees that the rights of the Station to the names and marks set forth on Schedule 6.15 pursuant to the terms of any agreements between Seller and its Affiliates, on the one hand, and the Station, on the other, shall terminate on the Closing Date.

6.16. Non-Competition; Non-Solicitation.

(a) For a period of three (3) years commencing on the Closing Date (the "**Restricted Period**"), and except as provided for in Schedule 6.16(a), Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, (i) engage in or assist others in engaging in the Restricted Business in the Territory; (ii) have an interest in any Person that engages directly or indirectly in the Restricted Business in the Territory in any capacity, including as a partner, shareholder, director, officer, member, manager, employee, principal, agent, trustee or consultant; or (iii) cause, induce or encourage any material actual or prospective client, customer, supplier or licensor of the Station (including any existing or former client or customer of Seller and any Person that becomes a client or customer of the Station after the Closing), or any other Person who has a material business relationship with the Station, to terminate or modify any such actual or

prospective relationship. Notwithstanding the foregoing, (A) Seller may own, directly or indirectly, solely as an investment, securities of any Person traded on any national securities exchange if Seller is not a controlling Person of, or a member of a group which controls, such Person and does not, directly or indirectly, own two percent (2%) or more of any class of securities of such Person; and (B) nothing in this Section 6.16 shall prevent Seller from continuing to employ Kathy M. Lau after the Closing, *provided* that Seller is not otherwise in violation of this Section 6.16.

(b) During the Restricted Period, Seller shall not, and shall not permit any of its Affiliates to, directly or indirectly, hire or solicit any Person who is offered employment by Purchaser pursuant to Section 6.7 or is or was employed in the Station during the Restricted Period, or encourage any such employee to leave such employment or hire any such employee who has left such employment, except pursuant to a general solicitation which is not directed specifically to any such employees; *provided*, that nothing in this Section 6.16 shall prevent Seller or any of its Affiliates from hiring (i) any employee whose employment has been terminated by Purchaser or (ii) after twelve (12) months from the date of termination of employment, any employee whose employment has been terminated by the employee.

(c) Seller acknowledges that a breach or threatened breach of this Section 6.16 would give rise to irreparable harm to Purchaser, for which monetary damages would not be an adequate remedy, and hereby agrees that in the event of a breach or a threatened breach by Seller of any such obligations, Purchaser shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction (without any requirement to post bond).

(d) Seller acknowledges that the restrictions contained in this Section 6.16 are reasonable and necessary to protect the legitimate interests of Purchaser and constitute a material inducement to Purchaser to enter into this Agreement and consummate the Transactions contemplated by this Agreement. In the event that any covenant contained in this Section 6.16 should ever be adjudicated to exceed the time, geographic, product or service or other limitations permitted by applicable Law in any jurisdiction, then any court is expressly empowered to reform such covenant, and such covenant shall be deemed reformed, in such jurisdiction to the maximum time, geographic, product or service or other limitations permitted by applicable Law. The covenants contained in this Section 6.16 and each provision hereof are severable and distinct covenants and provisions. The invalidity or unenforceability of any such covenant or provision as written shall not invalidate or render unenforceable the remaining covenants or provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such covenant or provision in any other jurisdiction.

#### 6.17. No Solicitation of Other Bids.

(a) Seller shall not, and shall not authorize or permit any of its Affiliates or any of its or their representatives to, directly or indirectly, (i) encourage, solicit, initiate, facilitate or continue inquiries regarding an Acquisition Proposal; (ii) enter into discussions or negotiations with, or provide any information to, any Person concerning a possible Acquisition Proposal; or

(iii) enter into any agreements or other instruments (whether or not binding) regarding an Acquisition Proposal. Seller shall immediately cease and cause to be terminated, and shall cause its Affiliates and all of its and their representatives to immediately cease and cause to be terminated, all existing discussions or negotiations with any Persons conducted heretofore with respect to, or that could lead to, an Acquisition Proposal. For purposes hereof, “**Acquisition Proposal**” means any inquiry, proposal or offer from any Person (other than Purchaser or any of its Affiliates) relating to (A) the direct or indirect disposition, whether by sale, merger or otherwise, of all or any portion of the Station, the Assets or Seller’s equity interests, (B) any time brokerage, local marketing, outsourcing, joint sales, shared services, management, marketing or other similar agreement or arrangement related to the Station or (C) any similar transaction involving the Station.

(b) In addition to the other obligations under this Section 6.17, Seller shall promptly (and in any event within three (3) Business Days after receipt thereof by Seller or its representatives) advise Purchaser orally and in writing of any Acquisition Proposal, any request for information with respect to any Acquisition Proposal, or any inquiry with respect to or which would reasonably be expected to result in an Acquisition Proposal, the material terms and conditions of such request, Acquisition Proposal or inquiry, and the identity of the Person making the same.

(c) Seller agrees that the rights and remedies for noncompliance with this Section 6.17 shall include having such provision specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach shall cause irreparable injury to Purchaser and that money damages would not provide an adequate remedy to Purchaser.

6.18. Closing Conditions. From the date hereof until the Closing, each party hereto shall use commercially reasonable efforts to take such actions as are necessary to expeditiously satisfy the closing conditions that are within its control set forth in Article VII hereof.

6.19. Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the Transactions contemplated by this Agreement and the other Operative Agreements.

6.20. Cooperation on Tax Matters. Purchaser and Seller shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with the filing of Tax Returns and the filing and execution of Tax elections, if required, and any audit, litigation or other proceeding with respect to Taxes, in all such cases pertaining to the Station or the Assets. Such cooperation shall include the retention and (upon another party’s request and at such party’s expense) the provision of records and information reasonably relevant to any such audit, litigation, or other proceeding and making employees available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. Purchaser and Seller further agree, upon the written request of the other party, to use their commercially reasonable efforts to obtain any certificate or other document from any Governmental Authority or any other

Person as may be necessary to mitigate, reduce or eliminate any Transfer Tax that could be imposed (including with respect to the transactions contemplated hereby), as long as such cooperation would not be reasonably expected to increase any Taxes of the cooperating Person.

6.21. Apportionment of Straddle Period Taxes. All Taxes for a Straddle Period shall be apportioned between Seller, on the one hand, and Purchaser, on the other hand, as follows: (a) in the case of any Tax based upon or related to income, sales, payroll, or receipts, the apportionment shall be based on a deemed closing of the books as of the end of the day before the Closing Date, and (b) in the case of any other Taxes (such as property Taxes and other ad valorem Taxes), the apportionment shall be based on the number of days of such Tax period included in the Tax period ending on the day before the Closing Date and the number of days of such Tax period on and after the Closing Date. Any Taxes for a Straddle Period shall be timely paid, and all applicable filings, reports and returns shall be filed, as provided by applicable Law. The paying party shall be entitled to reimbursement from the non-paying party for the non-paying party's proportionate amount of such Taxes. Upon payment of any such Taxes, the paying party shall present a statement to the non-paying party setting forth the amount of reimbursement to which the paying party is entitled based on the allocation of such Taxes under this Section 6.21, together with such supporting evidence as is reasonably necessary to calculate the amount to be reimbursed. The non-paying party shall make such reimbursement promptly but in no event later than ten (10) days after the presentation of such statement.

6.22. Name Change. Within ten (10) Business Days after the Closing Date, Seller will and will cause each of its Affiliates to (a) amend its applicable Organizational Documents, and take all other actions necessary, to change its name and all names under which it does business to a name that does not include any Restricted Word and (b) give to Purchaser a true, correct and complete copies of all filings with the applicable Governmental Authorities showing that such name changes occurred. "**Restricted Word**" means any of the following: (i) the word "KQDS," the word "KVRR" or any other call letters of the Station; or (ii) any word that would reasonably be expected to imply any affiliation with Purchaser or any Affiliate of Purchaser. Within fifteen (15) Business Days after the Closing Date and at all times thereafter, Seller will and will cause each of its Affiliates to not use a name that includes any Restricted Word, including on letterhead or other correspondence, employee business cards, accounts or signage.

6.23. Wrong Pockets. Seller shall, or shall cause its Affiliates to, promptly, but in any event within ten (10) Business Days of receipt by Seller, pay or deliver to Purchaser any monies or checks that have been sent to Seller or any of its Affiliates after the Closing to the extent that they are in respect of the Station or the Assets. Purchaser shall, or shall cause its Affiliates to, promptly, but in any event within ten (10) Business Days of receipt by Purchaser or its Affiliates, pay or deliver to Seller any monies or checks that have been sent to Purchaser or any of its Affiliates after the Closing to the extent that they are not in respect of the Station or the Assets and to the extent they are in respect of the other businesses of Seller or its Affiliates.

6.24. Copy of Virtual Data Room. As soon as practicable after the Closing Date, but in no event later than thirty (30) days after the Closing Date, Seller will cause its broker to deliver to Purchaser on one or more DVDs or CDs, a complete and accurate (as of the Closing Date) electronic copy of its entire virtual data room ("**VDR**") set up with respect to the Transactions.

Through the date such delivery is made, Seller will cause its broker to continue to provide Purchaser and its representatives with access thereto.

6.25. Financing Cooperation. In the event that Purchaser obtains or seeks to obtain any debt or equity financing for the purchase contemplated by this Agreement (the “**Financing**”), Seller agrees to use commercially reasonable efforts to, and will cause its officers, directors, managers, employees and advisors (with appropriate expertise) to, cooperate in connection with the arrangement of the Financing for the transactions contemplated by this Agreement as may be reasonably requested by Purchaser, including (subject to confidentiality arrangements): (a) cooperating with due diligence efforts and assisting in the preparation for and participation in a reasonable number of meetings, presentations and calls with prospective lenders and ratings agencies, including cooperating with any quality of earnings analysis as may be performed (upon reasonable written notice at times and locations to be mutually agreed), (b) assisting Purchaser and the Lenders in its preparation of customary bank information and other customary marketing materials relating to the arrangement of the Financing (including offering documents, lender and investor presentations, rating agency presentations, bank information memoranda and similar customary marketing materials reasonably necessary in connection with the Financing), (c) executing and delivering customary definitive financing documentation, to the extent required on the Closing Date under the terms of the Financing Documents, and (d) providing reasonably promptly to Purchaser the financial information required by any Financing Documents. The foregoing notwithstanding, (i) neither Seller nor any of its directors, officers or employees shall be required to pass resolutions or consents to approve or authorize the execution of the Financing or execute or deliver any definitive agreements related to the Financing, (ii) no obligation of Seller nor any other Person undertaken pursuant to the foregoing shall be effective until the Closing, (iii) neither Seller nor any of their representatives shall be required to pay, or commit to pay, any commitment or other similar fee or incur any other cost or expense in connection with the Financing prior to the Closing, (iv) such assistance shall not require the giving of representations or warranties to any third parties or the indemnification thereof, (v) such assistance shall not require the waiver or amendment of any terms of this Agreement, (vi) such assistance shall not cause any director, officer or employee of Seller to incur any personal liability and (vii) such assistance shall not require delivery of any legal opinions or accountants’ cold comfort letters or reliance letters. Whether or not the Closing occurs, Purchaser shall reimburse Seller for all reasonable out-of-pocket costs and expenses incurred by Seller and its representatives in performing their obligations under this Section 6.25 promptly upon demand by Seller therefor. Purchaser acknowledges and agrees that (x) the condition set forth in Section 7.1(b), as it applies to Seller’s obligations under this Section 6.25 shall be deemed satisfied and (y) Seller shall not be deemed to have breached or failed to perform or observe any covenants, obligations or other agreements in this Section 6.25, in each case, unless the Financing has not been obtained primarily as a result of Seller’s willful and material breach of its obligations under this Section 6.25 that cannot be or has not been cured prior to the later of (A) the Business Day prior to the End Date or (B) the date that is ten (10) Business Days from the date that Seller is notified by Purchaser of such willful and material breach.

6.26. Real Property Leases.

(a) For each Real Property Lease for which a memorandum of lease has not been recorded in the applicable real property public records, Seller shall execute and deliver, and shall use commercially reasonable efforts to cause the landlord under such lease to execute and deliver, a memorandum of lease in form and substance reasonably satisfactory to Purchaser and, as applicable, the Lenders, setting forth the names of the parties, a description of the leased



premises, the term of the lease (including any renewal options), and any other information required by applicable state law. Seller shall cause such memoranda of lease to be recorded in the applicable public records, at Seller's cost, prior to Closing. Notwithstanding the foregoing, Seller shall not be required to record a memorandum of lease for any Real Property Lease that will expire by its terms (with no remaining renewal options) within one year following the date of this Agreement.

(b) Seller agrees to obtain and provide to Purchaser, at least ten (10) days' prior to the Closing, copies of all ground, land, or similar leases to which the Real Property Leases are subject, which leases shall be in form and substance reasonably satisfactory to Purchaser and, as applicable, the Lenders.

## **ARTICLE VII CLOSING CONDITIONS**

7.1. Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the Transactions are subject to the satisfaction or fulfillment at or prior to the Closing of the following conditions, any of which may be waived in whole or in part by Purchaser in writing (to the extent permitted by applicable Law):

(a) Other than the Core Representations of Seller, all representations and warranties of Seller contained in this Agreement (disregarding any qualifications regarding materiality, Material Adverse Effect or similar phrases) shall be true and correct in all material respects at and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing (other than any representation or warranty that is expressly made as of a specified date, which shall be true and correct as of such date only). The Core Representations of Seller contained in this Agreement (disregarding any qualifications regarding materiality, Material Adverse Effect or similar phrases) shall be true and correct in all respects at and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing (other than any representation or warranty that is expressly made as of a specified date, which shall be true and correct as of such date only).

(b) Seller shall have performed and complied in all material respects with all the covenants and agreements required by this Agreement to be performed or complied with by it at or prior to the Closing.

(c) There shall be in effect no Law or injunction or restraining order issued by a court of competent jurisdiction making illegal or otherwise prohibiting or restraining the consummation of the Transactions.

(d) From the date of this Agreement, there shall not have occurred any Material Adverse Effect.

(e) The FCC Consent (i) shall have been granted, (ii) shall be in full force and effect, (iii) shall be without any conditions materially adverse to Purchaser, unless such conditions are ordinary and customary with respect to such FCC Consent, (iv) shall be on terms that are not materially more onerous to Purchaser than are the terms to Seller under the existing assigned FCC

Licenses, in each case, other than those of general applicability to all licensees of broadcast television stations, and (v) shall have become a Final Order.

(f) Seller shall have delivered, and caused to be delivered, to Purchaser all of the certificates, instruments, agreements and other documents required to be delivered by it (or on its behalf) at or prior to the Closing pursuant to Section 3.2 hereof.

(g) The Required Consents shall have been obtained and delivered to Purchaser in form and substance reasonably satisfactory to Purchaser. For purposes hereof, “**Required Consents**” shall mean the consents, authorizations, approvals, waivers, estoppel certificates, collateral access and assignment consents, or notices relating to the Business Contracts or Real Property Leases set forth on Schedule 7.1(g).

(h) All Encumbrances other than Permitted Encumbrances relating to the Assets shall have been released in full, and Seller shall have delivered to Purchaser written evidence, in form reasonably satisfactory to Purchaser in its sole discretion, of the release of such Encumbrances.

(i) Purchaser and the Lenders shall have received a quality of earnings report from a nationally-recognized accounting firm, and such report shall confirm that there are no material issues with respect to Seller’s earnings as reflected in the Financial Statements.

(j) Purchaser and the Lenders shall have received Title Commitments on all of the Real Property which comply with the terms and conditions set forth in Section 6.12 and otherwise in form and substance reasonably satisfactory to Purchaser and, as applicable, the Lenders.

7.2. Conditions to Obligations of Seller. The obligations of Seller to consummate the Transactions are subject to the satisfaction or fulfillment at or prior to the Closing of the following conditions, any of which may be waived in whole or in part by Seller in writing (to the extent permitted by applicable Law):

(a) Other than the Core Representations of Purchaser, all representations and warranties of Purchaser contained in this Agreement (disregarding any qualifications regarding materiality) shall be true and correct in all material respects at and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing (other than any representation or warranty that is expressly made as of a specified date, which shall be true and correct as of such date only). The Core Representations of Purchaser contained in this Agreement (disregarding any qualifications regarding materiality) shall be true and correct in all respects at and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing (other than any representation or warranty that is expressly made as of a specified date, which shall be true and correct as of such date only).

(b) Purchaser shall have performed and complied in all material respects with the covenants and agreements required by this Agreement to be performed or complied with by it at or prior to the Closing.

(c) There shall be in effect no Law or injunction issued by a court of competent jurisdiction making illegal or otherwise prohibiting or restraining the consummation of the Transactions.

(d) The FCC Consent shall have been granted and shall be in full force and effect.

(e) Purchaser shall have delivered to Seller the Purchase Price and all of the certificates, instruments and other documents required to be delivered by Purchaser at or prior to the Closing pursuant to Section 3.3 hereof.

## ARTICLE VIII INDEMNIFICATION

8.1. Survival. The representations, warranties, covenants and agreements (other than covenants and agreements to be performed in whole or in part after the Closing, each of which shall survive the Closing until thirty (30) days after it has been fully performed and discharged) made by any party and contained in or made pursuant to this Agreement shall survive (and not be affected in any respect by) the Closing, any investigation conducted by any party hereto and any information which any party may receive, until fifteen (15) months following the Closing Date, whereupon all such representations, warranties, covenants and agreements shall expire and terminate and shall be of no further force or effect; *provided, however*, that (i) the representations and warranties in Section 4.1 (Organization), Section 4.2 (Seller's Authority), Section 4.5 (Title to Assets), the second sentence of Section 4.12(a) (Real Property), Section 4.19 (Taxes), Section 4.21 (Brokers), Section 5.2 (Purchaser's Authority) and Section 5.6 (Brokers) (collectively, such representations and warranties in Section 4.1 (Organization), Section 4.2 (Seller's Authority), Section 4.5 (Title to Assets), the second sentence of Section 4.12(a) (Real Property), Section 4.19 (Taxes), Section 4.21 (Brokers), Section 5.2 (Purchaser's Authority) and Section 5.6 (Brokers), the "**Core Representations**") shall survive the Closing until ninety (90) days after the expiration of the applicable statute of limitations with respect to the particular matter that is the subject thereof; and (ii) the representations and warranties in Section 4.17 (Environmental Matters) shall survive the Closing for a period of eighteen (18) months with respect to the particular matter that is the subject thereof. In the event that written notice is properly given under this Article VIII with respect to any alleged breach of a representation and warranty to which such party is entitled to be indemnified hereunder prior to the applicable expiration date, such representation and warranty shall continue to survive (with respect to the subject matter of such written notice only) until the applicable claim is finally resolved.

8.2. Indemnification by Purchaser. After the Closing, Purchaser will indemnify Seller, its Affiliates and its and their respective officers, directors, shareholders, employees, representatives, successor and permitted assigns (each, a "**Seller Indemnified Party**") against and hold each such Seller Indemnified Party harmless from and reimburse each such Seller Indemnified Party for all losses, damages, Liabilities and expenses, including reasonable attorneys' and consultants' fees (collectively, "**Damages**") which such Seller Indemnified Party may at any time sustain or incur as a result of or arising out of:

(a) the breach of any representation or warranty of Purchaser herein or in any Operative Agreement;

(b) the breach of any covenant or agreement of Purchaser contained herein or in any Operative Agreement;

(c) the Assumed Liabilities; and

(d) the conduct of the Station or ownership, use, condition, possession or operation of any of the Assets after Closing, other than any such Damages for which Seller is obligated to provide indemnification under Section 8.3 (or for which Seller would have been obligated to provide indemnification under Section 8.3 but for any limitation contained elsewhere in this Article VIII).

8.3. Indemnification by Seller. After the Closing, Seller will indemnify Purchaser, its Affiliates and its and their respective officers, directors, managers, members, employees, representatives, successor and permitted assigns (each, a “**Purchaser Indemnified Party**”) against and hold each such Purchaser Indemnified Party harmless from and reimburse each such Purchaser Indemnified Party for all Damages which such Purchaser Indemnified Party may at any time sustain or incur as a result of or arising out of:

(a) the breach of any representation or warranty of Seller herein or in any Operative Agreement;

(b) the breach of any covenant or agreement of Seller contained herein or in any Operative Agreement;

(c) the Excluded Assets or the Excluded Liabilities;

(d) the conduct of the business and operations of the Station or ownership, use, condition, possession or operation of any of the Assets before Closing (but excluding any Assumed Liability); and

(e) any Third Party Claim based upon, resulting from or arising out of the business, operations, properties, assets or obligations of Seller or any of its Affiliates (other than the Assumed Liabilities) conducted, existing or arising on or prior to the Closing Date.

#### 8.4. Notification of Claims.

(a) A party entitled to be indemnified pursuant to Section 8.2 or 8.3 (the “**Indemnified Party**”) shall promptly notify the party or parties liable for such indemnification (the “**Indemnifying Party**”) in writing of any claim or demand which the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement (a “**Notice of Claim**”); *provided, however*, that a delay or failure to provide such written notice shall not relieve any Indemnifying Party of its obligations, except to the extent that it has been

prejudiced by such delay or failure. Any Notice of Claim shall (i) state with reasonable specificity the basis on which indemnification is being asserted, (ii) set forth the Indemnified Party's good faith estimate (to the extent practicable) of the amount of Damages for which indemnification is being asserted, and (iii) in the case of third party claims (a "**Third Party Claim**"), shall be accompanied by copies of all relevant pleadings, demands and other papers served on the Indemnified Party.

(b) If the Indemnified Party notifies the Indemnifying Party of any Third Party Claim, then the Indemnifying Party shall have the right at its own expense (if and only if the Indemnifying Party shall have confirmed in writing to the Indemnified Party that it is fully obligated thereunder to the extent provided in this Agreement to indemnify the Indemnified Party with respect to such Third Party Claim) (i) to employ counsel of its choice that is reasonably acceptable to the Indemnified Party to defend any such claim or demand asserted against the Indemnified Party, and (ii) to control and conduct any proceedings or negotiations in connection therewith and necessary or appropriate to defend, in each case, in good faith, the Indemnified Party; *provided* that the parties believe in good faith (based on facts known at the time) that it is reasonably likely that all or substantially all of the Damages sought in the Third Party Claim are within the scope of and subject to indemnification by such Indemnifying Party hereunder. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as possible after its receipt of the Notice of Claim (but in any case within thirty (30) days of receipt by the Indemnifying Party of a Notice of Claim (the "**Indemnity Notice Period**")) of its election to defend any such Third Party Claim. Notwithstanding the foregoing, the Indemnifying Party may not assume and control the defense if the named parties to the action giving rise to the Notice of Claim (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate (based on a written opinion of outside counsel) due to actual or potential differing interests between them, in which case the Indemnified Party shall have the right to defend the action and to employ counsel reasonably approved by the Indemnifying Party, and, to the extent the matter is determined to be subject to indemnification hereunder, the Indemnifying Party shall reimburse the Indemnified Party for all reasonable costs associated with such defense. In the event that the Indemnifying Party does assume the defense as provided above, the Indemnified Party shall have the right to participate in such defense (including without limitation, with counsel of its choice), at its own expense, and the Indemnifying Party shall reasonably cooperate with the Indemnified Party in connection with such participation. If the Indemnifying Party is not permitted to assume the defense of any Third Party Claim as provided herein or does not deliver to the Indemnified Party written notice within the Indemnity Notice Period that the Indemnifying Party is permitted to and will assume the defense of any such claim or litigation resulting therefrom, then the Indemnified Party may defend against any such claim or litigation in such manner as it may deem appropriate, at the cost of the Indemnifying Party. Notwithstanding the foregoing, the Indemnifying Party shall not be entitled to assume the defense of any such Third Party Claim if the Third Party Claim (A) seeks an order, injunction or other equitable relief or relief other than monetary damages against the Indemnified Party that the Indemnified Party reasonably determines, after conferring with its outside counsel, cannot be separated from any related claim for monetary damages, or (B) seeks to impose criminal fines, penalties or sanctions.

(c) In the event the Indemnifying Party (i) does not elect to assume control or otherwise participate in the investigation and/or the defense of, or opposition to, any Third Party Claim, or after having done so does not conduct the same diligently and in good faith, or (ii) is not entitled to assume control of the investigation or the defense and control of, or opposition to, any such Third Party Claim, the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such claim; *provided, however*, the Indemnified Party shall not have the right to consent or otherwise agree to any monetary or non-monetary settlement or relief, including injunctive relief or other equitable remedies, without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld, delayed or conditioned. In the event that the Indemnifying Party assumes control of the investigation of, defense of, or opposition to, any Third Party Claim, the Indemnifying Party shall have the right in good faith to settle or compromise any such claim, *provided* that (A) at least five (5) Business Days prior written notice of such settlement or compromise is given to the Indemnified Party and (B) such settlement or compromise results only in the payment of money damages (and the Indemnifying Party pays such amount in full, which Seller agrees will be paid from the Indemnity Escrow) and, for the avoidance of doubt, must not require the Indemnified Party to take or refrain from taking any action (*provided* that Indemnified Party shall not unreasonably withhold its consent to the terms of a mutual release with respect to such claim with the third party making such claim), contain any admission by or on behalf of the Indemnified Party, or otherwise fail to hold the claimant fully harmless with respect to such claim. Notwithstanding the foregoing, in connection with any such settlement or compromise negotiated by the Indemnifying Party, no Indemnified Party shall be required by an Indemnifying Party to (1) enter into any settlement that does not include as an unconditional term thereof the delivery by the Indemnified Party or plaintiff to the Indemnified Party of a release from all liability in respect of such claim or litigation, or (2) enter into any settlement that attributes by its terms any non-indemnified liability to the Indemnified Party.

(d) If a claim, whether a direct claim or a Third Party Claim, requires immediate action, then the parties hereto will work in good faith to reach a decision with respect thereto as expeditiously as possible. The Indemnifying Party or the Indemnified Party, as the case may be, shall at all times use its reasonable efforts to keep the Indemnifying Party or the Indemnified Party, as the case may be, reasonably apprised of the status of any matter the defense of which they are maintaining and to cooperate in good faith with each other with respect to the defense of any such matter.

#### 8.5. Limitations.

(a) Notwithstanding anything herein to the contrary, no Indemnifying Party shall have any obligation to indemnify any Indemnified Parties pursuant to Sections 8.2(a) or 8.3(a), as the case may be, and no Indemnified Party shall make a claim pursuant to Sections 8.2(a) or 8.3(a), as the case may be, unless the aggregate amount of Damages sustained or incurred with respect to all claims pursuant to Section 8.2(a) or Section 8.3(a), as the case may be, exceeds \$90,500 (the “**Threshold**”); *provided, however*, that if the aggregate amount of such Damages exceeds the Threshold, the Indemnifying Party shall be liable for all Damages from the first dollar; *provided, further*, that the Threshold shall not apply to breaches of Core Representations or Fraud. Notwithstanding anything to the contrary contained in this Agreement, the aggregate maximum indemnifiable liability of any Indemnifying Party pursuant to Sections 8.2(a) or 8.3(a), as the case

may be, shall be limited to \$1,737,600 (the “Cap”); *provided, however*, that the Cap shall not apply to breaches of Core Representations or Fraud; *provided, further*, that the cumulative indemnification obligation of Seller under Section 8.3(a) shall in no event exceed the Purchase Price. For the avoidance of doubt, the maximum amounts payable under any clause of this Section 8.5(a) shall be reduced by any amount previously paid under Section 8.2(a) of this Agreement, or under Section 8.3(a) of this Agreement, in the aggregate, as applicable.

(b) Notwithstanding anything herein to the contrary, payments by the Indemnifying Party pursuant to Section 8.2 or 8.3 shall be limited to the amount of Damages, if any, that remain after deducting therefrom (i) any insurance proceeds actually recovered by the Indemnified Parties from any third party with respect thereto, reduced by any costs directly associated with recovery and any increase in any insurance related premiums as a result of any insurance claim related to such Damages, and (ii) any provision or reserve specifically provided for the item in question in the Prorations.

(c) Absent Fraud, no claim for indemnification or cause of action arising under or resulting from this Agreement, any other Operative Agreement or any of the Transactions may be asserted by any Indemnified Party against Seller or Purchaser, respectively, for punitive damages, unless and only to the extent such damages are actually payable by the Indemnified Party to a third party.

(d) Notwithstanding any other provision of this Agreement, Purchaser and Seller acknowledge that the obligation of Seller and Purchaser, as the case may be, to provide indemnification for Damages arising out of Section 8.2 or 8.3 extends only to the Purchaser Indemnified Parties or the Seller Indemnified Parties, as the case may be, and that neither Seller nor Purchaser shall be obligated to provide such indemnification to any other Persons.

(e) The Indemnifying Party and the Indemnified Party shall use their respective commercially reasonable efforts with respect to resolving any Liability or minimizing Damages with respect to which an Indemnifying Party is obligated to indemnify an Indemnified Party to this Article VIII; *provided, however*, that no Person is required to pursue or attempt to recover any insurance proceeds.

(f) For purposes of this Article VIII, in determining (i) whether a breach of a representation or warranty in this Agreement or in any Operative Agreement has occurred and (ii) the amount of Damages arising out of, relating to or resulting from, directly or indirectly, a breach of a representation or warranty in this Agreement or in any Operative Agreement (or any proceeding arising out of, relating to or resulting from such a breach), any materiality, Material Adverse Effect or other similar qualification contained in or otherwise applicable to such representation or warranty will be ignored and each such representation and warranty will be read and interpreted without regard to any such qualification.

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

8.7. Escrow Recovery. Any Damages payable to a Purchaser Indemnified Party pursuant to this Article VIII shall be satisfied (a) first from the Indemnity Escrow, and (b) to the extent the amount of Damages exceeds the amounts available to the Purchaser Indemnified Party in the Indemnity Escrow and subject to the limitations of this Article VIII, directly from Seller. Disbursements from the Indemnity Escrow will occur pursuant to the terms of this Agreement and the Escrow Agreement.

8.8. Exclusive Remedy. Absent Fraud, the parties hereto hereby acknowledge and agree that the sole and exclusive remedy of Purchaser Indemnified Parties and the Seller Indemnified Parties, as the case may be, from and after the Closing with respect to Damages and any and all claims for any breach or liability under this Agreement (except as specifically provided in any other Operative Agreement) shall be solely in accordance with, and limited by, the indemnification provisions set forth in this Article VIII. Nothing in this Section 8.8 shall limit any Person's right to seek and obtain any equitable relief to which any Person shall be entitled or to seek any remedy on account of any party's Fraud.

## **ARTICLE IX TERMINATION**

### **9.1. Termination.**

(a) This Agreement may be terminated prior to Closing by either Purchaser, on the one hand, or Seller, on the other hand, upon written notice to the other following the occurrence of any of the following:

(i) by Purchaser or Seller, if the other party is in material breach or default of this Agreement or does not perform in all material respects the obligations to be performed by it under this Agreement on or prior to the Closing Date and such breach or failure to perform (a) would give rise to the failure of a condition set forth in Section 7.1(a) or Section 7.1(b) (in the case of a breach or default by Seller) or Section 7.2(a) or Section 7.2(b) (in the case of a breach or default by Purchaser), if such breach or failure to perform had occurred at the time scheduled for Closing and (b) such breach has not been cured in all material respects as set forth in Section 9.1(d);

(ii) by Purchaser or Seller, if there shall be any Law that prohibits consummation of the Transactions or if a Governmental Authority of competent jurisdiction shall have issued a final, nonappealable Governmental Order enjoining or otherwise prohibiting consummation of the Transactions;

(iii) by Purchaser or Seller, if the Closing, as the case may be, has not occurred on or prior to the date that is twelve (12) months from the date of this Agreement (the "**Upset Date**"); or

(iv) by Purchaser or Seller if the FCC designates for a hearing any application for FCC Consent contemplated by this Agreement.



(b) This Agreement may be terminated prior to Closing by mutual written consent of Purchaser and Seller.

(c) If applicable, this Agreement may be terminated prior to Closing by Purchaser pursuant to Section 6.10 or Section 6.13.

(d) If either party asserts that the other is in material breach or default of this Agreement in a manner that would entitle such party the right to terminate under Section 9.1(a)(i), then the non-defaulting party shall, prior to exercising its right to terminate under Section 9.1(a)(i), provide the defaulting party with written notice specifying in reasonable detail the nature of such breach or default. Except for a failure to pay the Purchase Price or otherwise perform any obligations to be performed at the time scheduled for Closing (to which the cure period described hereinafter shall not apply), the defaulting party shall have thirty (30) days from receipt of such written notice to cure such default; *provided, however*, that if the breach or default is incapable of cure within such thirty (30)-day period, the cure period shall be extended as long as the defaulting party is diligently and in good faith attempting to effectuate a cure and there is a reasonable likelihood that a cure will be achieved. Nothing in this Section 9.1(d) shall be interpreted to extend the Upset Date.

(e) If this Agreement is terminated by Seller pursuant to Section 9.1(a)(i) of this Agreement due to Purchaser's material default or breach of this Agreement, and Seller is not in material breach or default of this Agreement (a "**Purchaser Termination Event**"), then Seller shall be entitled to the Escrow Deposit and all interest and earnings thereon as liquidated damages. The parties understand and agree that the amount of the Escrow Deposit and all interest and earnings thereon represents Seller's and Purchaser's reasonable estimate of actual damages and does not constitute a penalty. Notwithstanding any other provision of this Agreement to the contrary, in the event that this Agreement is terminated as a result of a Purchaser Termination Event, the payment of the Escrow Deposit and all interest and earnings thereon pursuant to this Section 9.1(e), shall be Seller's sole and exclusive remedy for damages of any nature or kind that Seller may suffer under this Agreement, and Seller shall have no further remedy against Purchaser for any claim or Damages arising out of, relating to or in connection with this Agreement or the Transactions, except in the case of Purchaser's Fraud.

(f) Upon termination: (i) if this Agreement is terminated for any reason other than a Purchaser Termination Event, then the Escrow Deposit and any interest or earnings thereon shall be returned to Purchaser by the Escrow Agent; (ii) if neither Seller nor Purchaser is in material breach of any provision of this Agreement, then neither shall have any further Liability to each other; and (iii) if Seller shall be in material breach or default of any provision of this Agreement, then Purchaser shall have the rights and remedies provided in Section 9.3, or otherwise available at law or equity.

(g) Each party agrees to take such action as is necessary or desirable to effectuate the payment of the Escrow Deposit and all interest or earnings thereon as set forth in this Section 9.1, including promptly providing to the Escrow Agent written instructions and Joint Instructions related to the payment thereof in the manner set forth in the Escrow Agreement.

9.2. Effect of Termination. In the event of a valid termination of this Agreement pursuant to Section 9.1, (i) this Agreement (other than Section 6.3, Section 6.6, this Article IX and Article X each of which shall survive termination and remain in full force and effect) shall forthwith become null and void; (ii) no party hereto (nor any of their respective Affiliates nor any of such party's or any of such Affiliates, directors, officers, managers, members, shareholders or employees) shall have any Liability or further obligation, except as provided in this Article IX; *provided, however*, that nothing in this Section 9.2 shall (subject to the limitations in Section 9.1(e)) relieve any party from Liability for any breach or default of this Agreement prior to termination. Notwithstanding anything to the contrary herein, in no event shall either party be permitted to terminate this Agreement after the Closing.

9.3. Specific Performance. In the event of failure or threatened failure by Seller to comply with the terms of this Agreement, Purchaser shall be entitled to an injunction restraining such failure or threatened failure and, subject to the extent applicable to obtaining the FCC Consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. In the event of failure or threatened failure by Purchaser to comply with the terms of this Agreement, Seller shall be entitled to an injunction restraining such failure or threatened failure to, and enforcement of, Section 6.3, Section 6.5, Section 6.6, Section 6.8, Section 9.1, Section 10.2, Section 10.4, Section 10.6, Section 10.7, Section 10.9, Section 10.11, Section 10.12, Section 10.13, Section 10.14, and Section 10.15 of this Agreement by a decree of specific performance requiring compliance with this Agreement. Notwithstanding anything to the contrary contained herein, Seller (on behalf of itself and its representatives) agrees that neither it nor any of its respective representatives shall have any rights or claims against any Lender in connection with this Agreement, the Financing or the transactions contemplated hereby or thereby, whether at law or equity, in contract, in tort or otherwise.

## **ARTICLE X MISCELLANEOUS**

10.1. Notices. All notices, requests, demands, claims and other communications that are required or may be given pursuant to this Agreement must be in writing and delivered personally against written receipt, by a nationally recognized overnight delivery service, by email or other electronic transmission or by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses (or to the attention of such other Person or such other address as any party may provide to the other parties by notice in accordance with this Section 10.1):

if to Seller, to:  
Red River Broadcast Co., LLC  
7777 Golden Triangle Drive,  
Suite 150  
Eden Prairie, MN 55344  
Attention: John Exline  
Telephone: (612) 276-1818  
Email: john.exline@curtissquire.com

with a copy (which shall not constitute notice) to:  
Holland & Knight LLP 800  
17th Street N.W., Suite 1100  
Washington, District of Columbia 20006  
Attention: Charles R. Naftalin  
Email: charles.naftalin@hklaw.com

if to Purchaser, to:  
Coastal Television of North Dakota LLC  
Coastal Television of Minnesota LLC  
2750 Luberon Lane  
Cumming, GA, 30041  
Attention: William A. Fielder, III, CEO  
Telephone: (678) 777-8659  
Email: bfielder@coastaltvgroup.com

with a copy (which shall not constitute notice) to:  
Wyrick Robbins Yates & Ponton LLP  
4101 Lake Boone Trail, Suite 300  
Raleigh, NC 27607  
Attention: Robert E. Futrell, Jr.  
Telephone: (919) 781-4000  
Email: rfutrell@wyrick.com

Any such notice or other communication will be deemed to have been given (i) if personally delivered, when so delivered, against written receipt, (ii) if sent by a nationally recognized overnight delivery service when so delivered against written receipt, (iii) if sent by email when so delivered and confirmation is received or (iv) if mailed by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth above, when so delivered against written receipt. Any notice, request, demand, claim or other communication given hereunder using any other means (including ordinary mail or electronic mail) shall not be deemed to have been duly given unless and until such notice, request, demand, claim or other communication is actually received by the individual for whom it is intended.

10.2. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Seller or Purchaser without the prior written consent of the other parties and any purported assignment or delegation in violation hereof shall be null and void (except for assignments and transfers by operation of Law); *provided*, that Purchaser may by written notice to Seller, but without consent of Seller, assign all or any part of its rights and obligations hereunder to one or more Affiliate(s) of Purchaser and Purchaser may assign its rights hereunder in whole or in part as security for any financing of the Transactions, *provided*, that, in either case, any such assignment does not materially delay the processing of the FCC Application, the grant of the FCC Consent or the Closing or conflict with any FCC rules or policies; and *provided further*, that Purchaser shall not be relieved of any Liability pursuant to this Agreement in connection with such assignment. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and permitted assigns.

### 10.3. Amendments and Waiver.

(a) This Agreement may not be modified or amended except in writing signed by the party or parties against whom enforcement is sought. The terms of this Agreement may be waived only by a written instrument signed by the party or parties waiving compliance. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise provided. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. Whenever this Agreement requires or permits consent by or on behalf of a party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 10.3.

(b) Notwithstanding anything to the contrary contained herein, Section 6.25, Section 9.3, this Section 10.3, Section 10.5, Section 10.6, Section 10.12, Section 10.13, and Section 10.16 (each of the foregoing, together with the related definitions or other provisions of this Agreement to the extent a modification thereof would serve to modify the substance of such provisions, collectively, the “Lender Protection Provisions”) may not be amended, modified, waived or terminated in a manner adverse in any respect to any Lender without the prior written consent of such Lender.

10.4. Entire Agreement. This Agreement and the related documents contained as Exhibits and Schedules hereto or expressly contemplated hereby (including the Operative Agreements), together with the Confidentiality Agreement incorporated herein, contain the entire understanding of the parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. The Exhibits and Schedules to this Agreement are hereby incorporated by reference into and made a part of this Agreement for all purposes. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Operative Agreements, the Exhibits and Schedules (other than an exception expressly set forth as such in the Schedules), the statements in the body of this Agreement will control.

10.5. No Third Party Beneficiary. This Agreement is made for the sole benefit of the parties hereto, the Purchaser Indemnified Parties, the Seller Indemnified Parties, and their respective successors, executors and permitted assigns, and nothing contained herein, express or implied, is intended to or shall confer upon any other Person any third party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement (except to the extent that certain third parties are expressly covered by the indemnity herein); *provided, however*, that the parties specifically acknowledge and agree that the Lender Protection Provisions are intended to be for the express benefit of the Lenders and may be enforced by such Lenders.

10.6. Governing Law. This Agreement will be governed by and construed and interpreted in accordance with the substantive Laws of the State of Minnesota, without giving effect to any conflicts of Law, rule or principle that might require the application of the Laws of another

jurisdiction. Notwithstanding the foregoing, all matters relating to the interpretation, construction, validity and enforcement (whether at law, in equity, in contract, in tort, by statute or otherwise) against any of the Lenders in any way relating to the Financing, this Agreement or any of the transactions contemplated hereby or thereby, including any dispute arising out of or relating to the Financing or any Financing Document, shall be exclusively governed by, and construed in accordance with, the domestic law of the State of Minnesota without giving effect to any choice or conflict of law provision or rule whether of the State of Minnesota or any other jurisdiction that would cause the application of Law of any jurisdiction other than the State of Minnesota.

10.7. Representations and Warranties Exclusive. The representations, warranties, covenants and agreements set forth in this Agreement and the Operative Agreements constitute all the representations, warranties, covenants and agreements of the parties hereto and their respective shareholders, members, directors, officers, managers, employees, Affiliates, advisors (including financial, legal and accounting), agents and representatives and upon which the parties have relied. In particular, and without in any way limiting the generality of the foregoing, Purchaser acknowledges and agrees that, in making its decision to purchase the Assets, it is not relying on (a) any information or materials, oral or written, distributed or made available to Purchaser by any Person prior to the date hereof other than matters set forth in this Agreement, including the Schedules and/or the Operative Agreements or (b) any financial projection, forecast or business plan relating to the Station. With respect to any projection, forecast or business plan delivered by or on behalf of Seller to Purchaser, Purchaser acknowledges that (i) there are uncertainties inherent in attempting to make such projections, forecasts and plans, (ii) it is familiar with such uncertainties, (iii) it is taking full responsibility for making its own evaluation of the adequacy and accuracy of all such projections, forecasts and plans so furnished to it, and (iv) it shall have no claim of any kind whatsoever against any Person with respect thereto absent Fraud.

10.8. Neutral Construction. The parties to this Agreement agree that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the product of the parties' negotiations. Each party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision(s).

10.9. Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable

in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced in any manner materially adverse to any party and that such provision cannot be narrowly drawn, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the Transactions be consummated as originally contemplated to the fullest extent possible.

10.10. Bulk Sales and Other State Laws. With respect to the Transactions, the parties hereby waive compliance with any applicable bulk sales laws of any State in which the Assets are located or in which operations relating to the Station are conducted.

10.11. Heading; Interpretation; Schedules and Exhibits. This Agreement has been negotiated by Purchaser, on the one hand, and Seller, on the other hand, and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement. In this Agreement (a) the words “hereof,” “herein,” “hereto,” “hereunder,” and words of similar import may refer to this Agreement as a whole and not merely to a specific section, paragraph, or clause in which the respective word appears, (b) words used herein, regardless of the gender specifically used, shall be deemed and construed to include any other gender, masculine, feminine or neuter, as the context requires, (c) any terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference, (d) unless otherwise stated, references to any Section, Article, Schedule or Exhibit are to such Section or Article of, or Schedule or Exhibit to, this Agreement, (e) the words “include”, “includes”, and “including” are deemed in each case to be followed by the words “without limitation” and (f) the word “shall” denotes a directive and obligation, and not an option. Without limiting the generality of the foregoing, it is hereby acknowledged and agreed that the terms (i) “Seller” shall include and mean the applicable Seller entity party to this Agreement individually, and not just the Seller entities party to this Agreement collectively or as a group, (ii) “Purchaser” shall include and mean the applicable Purchaser entity party to this Agreement individually, and not just the Purchaser entities party to this Agreement collectively or as a group, and (iii) “Station” shall include and mean the applicable Station individually, and not just the Stations collectively or as a group. Any reference to any federal, state, local or foreign statute or Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Disclosure of information included on any Schedule to this Agreement shall be considered disclosure of such information for all other Schedules, and shall so qualify the applicable representations and warranties to which such other Schedules relate, to the extent that it is reasonably apparent from the face of such disclosure that such disclosure is applicable to such other Schedule. In addition, (x) the fact that any disclosure on any Schedule is not required to be disclosed in order to render the applicable representation or warranty to which it relates true, or that the absence of such disclosure on any Schedule would not constitute a breach of such representation or warranty, shall not be deemed or construed to expand the scope of any representation or warranty hereunder or to establish a standard of disclosure in respect of any representation or warranty and (y) disclosure of a particular matter on any Schedule shall not be construed to mean that such matter is material. The phrases “delivered” or “made

available”, when used in this Agreement, shall mean that the information referred to has been physically or electronically delivered to the relevant parties, including, in the case of “made available” to Purchaser prior to the date hereof, material that has been posted, retained and thereby made available to Purchaser through the VDR at least one (1) Business Day prior to the date hereof or other applicable date.

10.12. Consent to Jurisdiction. EACH PARTY HERETO CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF MINNESOTA, OR IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, ANY AGREEMENT DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE LITIGATED IN SUCH COURTS. EACH PARTY HERETO ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS RESPECTIVE PROPERTIES, GENERALLY AND UNCONDITIONALLY, THE JURISDICTION OF SUCH COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT, ANY AGREEMENT DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT THE ADDRESS SPECIFIED IN THIS AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 15 CALENDAR DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL IN ANY WAY BE DEEMED TO LIMIT THE ABILITY OF ANY PARTY HERETO TO SERVE ANY SUCH LEGAL PROCESS, SUMMONS, NOTICES AND DOCUMENTS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, EACH OF THE PARTIES AGREES THAT IT WILL NOT BRING OR SUPPORT ANY ACTION AGAINST THE LENDERS UNDER ANY FINANCING DOCUMENT, INCLUDING ANY DISPUTE ARISING OUT OF OR RELATING IN ANY WAY TO ANY FINANCING DOCUMENT OR THE PERFORMANCE THEREOF, IN ANY FORUM OTHER THAN EXCLUSIVELY IN FEDERAL COURT SITTING IN THE STATE OF MINNESOTA, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA.

10.13. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (INCLUDING ANY FINANCING UNDER THE FINANCING DOCUMENTS), INCLUDING, BUT NOT LIMITED TO, ANY ACTION ARISING OUT OF OR RELATED TO ANY FINANCING FOR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I)

NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.13.

10.14. Counterparts. This Agreement may be executed and delivered (including by facsimile, by means of portable document format (pdf) transmission by email, or by other electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

10.15. Non-Recourse. No past, present or future director, officer, manager, employee, incorporator, shareholder, member, partner, equityholder, Affiliate, agent, attorney or representative of Seller or Purchaser or any of their respective Affiliates, except for any such Person who committed fraud or gross negligence, shall have any Liability for any obligations or Liabilities of Seller or Purchaser under this Agreement or for any claim (whether in contract or tort, in law or in equity, or based upon any theory that seeks to “pierce the corporate veil” or impose liability of an entity against its owners or Affiliates or otherwise), Liability or any other obligation arising under, based on, in respect of, in connection with, or by reason of, this Agreement or the Transactions contemplated hereby, including its negotiation and/or execution.

10.16. Lenders. In the event that Purchaser obtains or seeks to obtain any commitment for debt Financing, subject to the rights of the parties to the Financing Documents under the terms thereof, none of Seller or any of its Affiliates related to the business and operations of the Station shall have any rights against any Lender, solely in their respective capacities as lenders or arrangers or investors in connection with such debt Financing. For the avoidance of doubt, subject to the rights of Purchaser under any Financing Documents under the terms thereof, none of the Lenders, nor or any of the respective Affiliates, directors, officers, managers, employees, agents and representatives, and no past, present or future director, officer, manager, employee, incorporator, member, partner, shareholder, member, agent, attorney or representative of any such Lender shall have any liability for any obligations or liabilities of any party hereto under this Agreement based on, in respect of, or by reason of (or in any way relating to), the transactions contemplated hereby, including any dispute arising out of or relating in any way to the Financing Documents, the transactions contemplated thereby or the performance thereof.

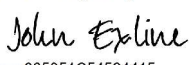
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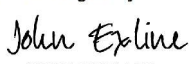
**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

**SELLER:**

**RED RIVER BROADCAST CO., LLC**

DocuSigned by:  
By:  \_\_\_\_\_  
665351C54524415...  
Name: John Exline  
Title: Secretary

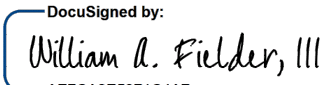
**KQDS-TV CORP.**

DocuSigned by:  
By:  \_\_\_\_\_  
665351C54524415...  
Name: John Exline  
Title: Secretary

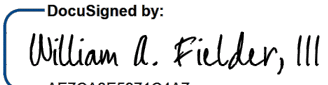
**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

**PURCHASER:**

**COASTAL TELEVISION OF NORTH DAKOTA LLC**

By:  DocuSigned by:  
AE7CA3E5971C4A7...  
Name: William A. Fielder, III  
Title: Authorized Person

**COASTAL TELEVISION OF MINNESOTA LLC**

By:  DocuSigned by:  
AE7CA3E5971C4A7...  
Name: William A. Fielder, III  
Title: Authorized Person