

**ASSET PURCHASE AGREEMENT**

**by and among**

**SINCLAIR TELEVISION GROUP, INC.**

**and**

**MISSION BROADCASTING, INC.,**

**Dated as of March 11, 2021**

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### **EXHIBITS**

Exhibit A	-	Form of Bill of Sale and Assignment and Assumption Agreement
Exhibit B	-	Form of Assignment of FCC Licenses

## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT**, dated as of March 11, 2021 (this “Agreement”), by and among Sinclair Television Group, Inc., a Maryland corporation (“Seller”), and Mission Broadcasting, Inc., a Delaware corporation (“Buyer”).

### WITNESSETH:

**WHEREAS**, as of the date of this Agreement, Seller directly or indirectly owns certain assets relating to the television broadcast station KGBT-TV, Harlingen, Texas (the “Station”), pursuant to certain authorizations issued by the FCC;

**WHEREAS**, Buyer desires to purchase the Purchased Assets and assume the Assumed Liabilities, and Seller desires to sell the Purchased Assets and transfer the Assumed Liabilities to Buyer, in each case, on the terms and subject to the conditions hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, the parties hereto agree as set forth herein:

## ARTICLE I

### DEFINITIONS

**Section 1.1. Definitions.** As used herein, the following terms have the following meanings:

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly controls or is controlled by, or is under common control with, such Person. The term “control” (including its correlative meanings “controlled” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies of a Person (whether through ownership of such Person’s securities or partnership or other ownership interests, or by Contract or otherwise).

“**Alternative Proposal**” means the direct or indirect sale, transfer or other disposal by Seller or any of its controlled affiliates of a material portion of the Purchased Assets to any person whether by sale or issuance of securities, sale of assets, merger, consolidation, recapitalization, reorganization or otherwise.

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

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

“**Cap**” means five hundred thousand dollars (\$500,000).

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

**“Communications Act”** means the Communications Act of 1934, as amended.

**“Contract”** means any agreement, contract, instrument, note, bond, mortgage, indenture, deed of trust, lease, license or other binding instrument or obligation, whether written or unwritten.

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

**“Deductible”** means fifty thousand dollars (\$50,000).

**“Environmental Law”** means any Law concerning the protection of the environment, pollution, contamination, natural resources, human health or safety relating to exposure to Hazardous Substances.

**“Environmental Permits”** means Governmental Authorizations required under Environmental Laws.

**“FCC”** means the Federal Communications Commission.

**“FCC Applications”** means those applications required to be filed with the FCC to obtain the approvals of the FCC pursuant to the Communications Act and FCC Rules necessary to consummate the transactions contemplated by this Agreement.

**“FCC Consent”** means the initial grant by the FCC of the FCC Applications.

**“FCC Licenses”** means the FCC licenses, permits and other authorizations, together with any renewals, extensions or modifications thereof and pending applications therefor, issued with respect to the Station, or otherwise granted to or held by Seller or its Subsidiaries that are material to the operations of the Station.

**“FCC Rules”** means the rules, regulations, orders and promulgated and published policy statements of the FCC.

**“Fundamental Representations”** means (a) the representations and warranties set forth in Section 3.1 (Corporate Existence and Power), Section 3.2 (Corporate Authorization) and Section 3.15 (No Finder) (collectively, **“Seller Fundamental Representations”**) and (b) the representations and warranties set forth in Section 4.1 (Existence and Power), Section 4.2 (Corporate Authorization) and Section 4.8 (No Finder) (collectively, **“Buyer Fundamental Representations”**).

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

**“Governmental Authority”** means any nation or government, any federal, state or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any court, tribunal or arbitrator and any self-regulatory organization (including stock exchanges).

**“Governmental Authorizations”** means any licenses, franchises, approvals, clearances, permits, certificates, waivers, consents, exemptions, variances, expirations and terminations of any waiting period requirements, and notices, filings, registrations, qualifications, declarations and designations with, and other similar authorizations and approvals issued by or obtained from a Governmental Authority.

**“Hazardous Substance”** means any substance, material or waste listed, defined, regulated or classified as a “pollutant” or “contaminant” or words of similar meaning or effect, or for which liability or standards of conduct may be imposed under any Environmental Law, including petroleum.

**“Knowledge”** means (a) with respect to Seller, the actual knowledge, after reasonable inquiry, of each individual listed in Section 1.1(b) of the Disclosure Schedule and (b) with respect to Buyer, the actual knowledge, after reasonable inquiry, of each individual listed in Section 1.1(c) of the Disclosure Schedule.

**“Laws”** means any United States, federal, state or local or any foreign law (in each case, statutory, common or otherwise), ordinance, code, rule, statute, regulation or other similar requirement or Order enacted, issued, adopted, promulgated, entered into or applied by a Governmental Authority.

**“Lien”** means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, lease, encumbrance or other adverse claim of any kind in respect of such property or asset.

**“Loss”** means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, expenses, deficiencies or other charges.

**“Market”** means the “Designated Market Area,” as determined by The Nielsen Company, of a television broadcast station.

**“Material Adverse Effect”** means any effect, change, condition, state of fact, development, occurrence or event that, individually or in the aggregate, has a material adverse effect on the Purchased Assets, taken as a whole, excluding any effect, change, condition, state of fact, development, occurrence or event to the extent resulting from or arising out of (a) general economic or political conditions in the United States, (b) changes or conditions generally affecting the broadcast television industry or the Market of the Station, (c) outbreak or escalation of hostilities, acts of war (whether or not declared), terrorism or sabotage or other changes in geopolitical conditions, including any material worsening of such conditions threatened or existing as of the date hereof, (d) any pandemics, epidemics, natural disasters (including hurricanes, tornadoes, floods or earthquakes) or other force majeure events, including without limitation the COVID-19 virus, (e) any failure to meet any internal or published (including analyst) projections, expectations, budgets, plans, forecasts or predictions in respect of the Purchased Assets (provided that the underlying effect, change condition, state of fact, development, occurrence or event giving rise to or contributing to such failure may be considered), (f) changes in GAAP or the interpretation thereof or the adoption, implementation, promulgation, repeal, modification, amendment, reinterpretation, change or proposal of any Law

applicable to the ownership or operation of the Purchased Assets, (g) the taking of any action by Seller expressly required by this Agreement, or the taking of any action at the written request of Buyer, (h) any change in the market price or trading volume of either Seller's securities (provided that the underlying effect, change, condition, state of fact, development, occurrence or event giving rise to or contributing to such change may be considered), (i) any actual or potential sequester, recommendation against travel, stoppage, shutdown, default or similar event or occurrence by or involving any Governmental Authority, or (j) other than with respect to the representations and warranties set forth in Section 3.3 and Section 3.4, the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, or the public announcement or pendency of this Agreement, including any resulting loss or departure of employees or the termination or reduction (or potential reduction) or any other resulting negative development in the relationships, contractual or otherwise, with any advertisers, customers, suppliers, distributors, licensees, licensors, lenders, business partners, employees or regulators, provided that, with respect to clauses (a), (b), (c), (d), (f) and (i) any effect, change, condition, state of fact, development, occurrence or event may be considered to the extent it disproportionately affects the Purchased Assets compared to similar assets owned by other participants in the broadcast television industry.

**"MVPD"** means any multi-channel video programming distributor, including cable systems, telephone companies, direct broadcast satellite systems, online video platforms and virtual multi-channel video programming distributors.

**"Order"** means any order, writ, injunction, decree, consent decree, judgment, award, injunction, settlement or stipulation issued, promulgated, made, rendered or entered into by or with any Governmental Authority (in each case, whether temporary, preliminary or permanent).

**"Other Stations"** means any television broadcast station owned and/or operated by Seller or any of its Subsidiaries (other than the Station).

**"Permitted Liens"** means (a) Liens for Taxes, assessments, governmental levies, fees or charges not yet due and payable or which are being contested in good faith and by appropriate proceedings and, in each case, for which adequate reserves (as determined in accordance with GAAP) have been established in accordance with GAAP, (b) mechanics', carriers', workers', repairers' and similar statutory Liens arising or incurred in the ordinary course of business with respect to amounts not yet due and payable or which are being contested in good faith and by appropriate proceedings and for which adequate reserves (as determined in accordance with GAAP) have been established in accordance with GAAP and that would not be individually or in the aggregate materially adverse, (c) zoning, entitlement, building codes and other land use regulations, ordinances or legal requirements imposed by any Governmental Authority having jurisdiction over the Real Property that are not violated in any material respect by any existing improvement, provided such matters do not, individually or collectively, interfere with the use of the Real Property as currently used or materially and adversely impact the commercial value of the Real Property, (d) all rights relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or above the Real Property, (e) all matters disclosed as a "Permitted Lien" in Section 1.1(d) of the Disclosure Schedule (provided, however, that the matters disclosed on Section 1.1(d) of the Disclosure Schedule shall be released at, and subject to the occurrence of, the Closing and shall



not be Permitted Liens for purposes of Section 2.1), (f) any state of facts which an accurate survey or physical inspection of the Real Property would disclose and which, individually or in the aggregate, does not materially impair the value or continued use of the Real Property for the purposes for which it is used as part of the Purchased Assets, (g) restrictive covenants, easements, rights of way, encroachments, restrictions and any title exception disclosed by any title insurance commitment or title insurance policy for the Real Property issued by a title company and delivered or otherwise made available to the Buyer, prior to the date hereof which, individually or in the aggregate, do not materially impair the value or continued use of the Real Property for the purposes for which it is used by Seller or its Subsidiaries as part of the Purchased Assets, (h) statutory Liens in favor of lessors arising in connection with any real property subject to the Real Property Leases, (i) other defects, irregularities or imperfections of title, encroachments, easements, servitudes, permits, rights of way, flowage rights, restrictions, leases, licenses, covenants, sidetrack agreements and oil, gas, mineral and mining reservations, rights, licenses and leases, which, in each case, do not materially impair the continued use of the Real Property for the purposes for which it is used by Seller or its Subsidiaries as part of the Purchased Assets, , and (j) Liens that, individually or in the aggregate, do not, and would not reasonably be expected to, materially detract from the value of the Purchased Assets or materially interfere with the use of the Purchased Assets as currently used by Seller or its Subsidiaries.

**“Person”** means an individual, group (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

**“Post-Closing Tax Period”** means any Tax period, and the portion of any Straddle Period, beginning on or after the Closing Date.

**“Pre-Closing Tax Period”** means any Tax period, and the portion of any Straddle Period, ending prior to the Closing Date.

**“Proceeding”** means any suit, action, claim, proceeding, arbitration, mediation, audit or hearing (in each case, whether civil, criminal or administrative) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority.

**“Prorated Taxes”** means all personal property, real property, intangible property and other ad valorem Taxes imposed on or with respect to the Purchased Assets for any Straddle Period.

**“Real Property”** means the Owned Real Property and the real property subject to a Real Property Lease.

**“Repack”** means the reassignment of the Station to a new channel conducted pursuant to Section 4603 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112- 96, §6403, 126 Stat. 156, 225-230 (2012) and the Repack Public Notice.

**“Repack Payments”** means any Repack payments due to Seller from the FCC received by the Buyer after the Closing.

**“Repack Public Notice”** means that certain public notice titled *“Incentive Auction Closing and Channel Reassignment”* (DA 17-314), released by the FCC on April 13, 2017.

**“Retained Names and Marks”** means all (a) trade names, trademarks and service marks, logos, corporate names, domain names and other Internet addresses or identifiers, trade dress and similar rights, and all goodwill associated therewith (collectively, **“Marks”**) containing or incorporating the term “Sinclair” and other Marks owned by Seller or any of its Affiliates, (b) variations or acronyms of any of the foregoing, and (c) Marks confusingly similar to or dilutive of any of the foregoing.

**“Seller Credit Agreement”** means the Seventh Amended and Restated Credit Agreement, dated August 23, 2019, by and among Seller, Sinclair Broadcast Group, Inc., a Maryland corporation, JPMorgan Chase Bank, N.A. and the other parties thereto.

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

**“Seller Indenture”** means the Indenture dated as of December 4, 2020 among the Seller, the guarantors identified on Annex A thereto and U.S. Bank National Association, as trustee and collateral agent.

**“Secured Notes”** means the 4.125% Senior Secured Notes due 2030 issued by the Seller pursuant to the Seller Indenture.

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

**“Subsidiary”** means with respect to any Person, any other Person (other than a natural Person) of which securities or other ownership interests (a) having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions or (b) representing more than 50% such securities or ownership interests are at the time directly or indirectly owned by such Person.

**“Tax”** means any tax, including gross receipts, profits, sales, use, occupation, value added, ad valorem, transfer, gains, license, conveyance, franchise, withholding, payroll, employment, capital, goods and services, gross income, net income, business, environmental, severance, service, service use, unemployment, social security, national insurance, stamp, custom, excise or real or personal property, registration, minimum tax, alternative or add-on minimum or estimated taxes, or other like assessment or charge, together with any interest, penalty, addition to tax or additional amount imposed with respect thereto, whether disputed or not.

**“Tax Return”** means any report, return, declaration, claim for refund, or statement with respect to Taxes, including information returns, and in all cases including any schedule or attachment thereto or amendment thereof.

**“Taxing Authority”** means any Governmental Authority responsible for the imposition of any Tax (domestic or foreign).

**“Third Party”** means any Person other than Buyer, Seller, or any of their respective Affiliates.

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

**“Treasury Regulation”** means regulations promulgated under the Code.

**Section 1.2. Table of Definitions.** Each of the following terms is defined in the Section set forth opposite such term:

<b>Term</b>	<b>Section</b>
Agreement	Preamble
Assignment of FCC Licenses	Section 2.7(a)
Assumed Liabilities	Section 2.3(a)
Bill of Sale and Assignment and Assumption Agreement	Section 2.7(a)
Buyer	Preamble
Buyer Ancillary Agreements	Section 4.2
Buyer Fundamental Representations	Section 1.1
Claim Notice	Section 8.4(a)
Closing	Section 2.4
Closing Date	Section 2.4
Closing Date Adjustments	Section 2.6(a)
Confidentiality Agreement	Section 5.4(b)
Disclosure Schedule	Section 10.4
Enforceability Exceptions	Section 3.2
Excluded Assets	Section 2.2
Excluded Liabilities	Section 2.3(b)
Indemnified Party	Section 8.4(a)
Indemnitor	Section 8.4(a)
Independent Accountant	Section 2.6(b)
Marks	Section 1.1
Owned Real Property	Section 3.9(a)
Payment Date	Section 2.6(b)
Purchase Price	Section 2.5
Purchased Assets	Section 2.1
Purchased Contracts	Section 2.3(a)(iii)
Real Property Leases	Section 3.9(a)
Representatives	Section 5.4(a)
Seller	Preamble
Seller Ancillary Agreements	Section 3.2
Seller Fundamental Representations	Section 1.1
Solvent	Section 4.6
Station	Recitals

**Section 1.3. Other Definitional and Interpretative Provisions.** The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in, and made a part of, this Agreement, as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. The definitions contained in this Agreement are applicable to the masculine as well as to the feminine and neuter genders of such term. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute and to any rules or regulations promulgated thereunder. References to any Contract are to that Contract as amended, modified or supplemented (including by waiver or consent) from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References herein to “\$” or dollars will refer to United States dollars, unless otherwise specified. References from or through any date mean, unless otherwise specified, from and including such date or through and including such date, respectively. References to any period of days will be deemed to be to the relevant number of calendar days, unless otherwise specified. The word “or” shall not be exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if”. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

## **ARTICLE II**

### **PURCHASE AND SALE OF PURCHASED ASSETS**

**Section 2.1. Purchase and Sale of Purchased Assets.** Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall, and/or shall cause its Subsidiaries to, sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from Seller and/or its Subsidiaries, pursuant to this Agreement, free and clear of all Liens (except for Permitted Liens), all right, title and interest of Seller or any of its Subsidiaries as of the Closing to the following (excepting only the Excluded Assets) (herein collectively referred to as the “Purchased Assets”):

(a) (i) The FCC Licenses and the call signs related thereto and (ii) all other assignable Governmental Authorizations primarily related to, and material to, the operation of the Station, and including any applications therefor and renewals or modifications thereof;

(b) The public and political files of the Station and those papers, logs, files and other records maintained by Seller or any of its Subsidiaries to ensure compliance by the Station with all applicable rules, regulations and policies of the FCC;

(c) The Contracts, Real Property and other assets set forth on Section 2.1(c) of the Disclosure Schedule;

(d) All prepaid expenses (except for prepaid insurance or to the extent related to Excluded Assets) and security deposits (solely to the extent transferable in accordance with their respective terms) arising from payments made by Seller or any of its Subsidiaries in the ordinary course of the operation of the Purchased Assets prior to the Cutoff Time for goods or services used or held for use primarily in the operation of the Purchased Assets, where such goods or services have not been received prior to the Closing, as allocated in accordance with Section 2.6(a); and

(e) All claims or causes of action of Seller or any of its Subsidiaries, as applicable, against Third Parties solely to the extent that any such claims or causes of action arise out of (i) the Purchased Assets after the Cutoff Time or (ii) the Assumed Liabilities.

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

(a) (i) Any cash or cash equivalents (including any marketable securities or certificates of deposit) and any bank and other depository accounts of Seller or any of its Subsidiaries and (ii) any Contract that is not a Purchased Asset (or that that by its terms, terminates or expires (and is not renewed or extended by Seller or any its Subsidiaries) prior to the Closing);

(b) All claims, rights and interests of Seller or any of its Subsidiaries in and to any refunds of Taxes of any nature whatsoever, including all items of loss, deduction or credit for Tax purposes, in each case, relating to (i) the Purchased Assets or the Assumed Liabilities for, or applicable to, periods (or portions thereof) ending on or prior to the Closing Date, (ii) any Excluded Liability or (iii) any other Excluded Asset;

(c) Any rights, claims or causes of action of Seller or any of its Subsidiaries, whether mature, contingent or otherwise against Third Parties relating to the operation of the Purchased Assets or Assumed Liabilities prior to the Closing;

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

(e) All minute books, stock transfer books, records relating to formation or incorporation, Tax Returns and related documents and supporting work papers and any other records and returns of Seller or its Affiliates relating to Taxes, assessments and similar

governmental levies (other than real and personal property Taxes, assessments and levies imposed on the Purchased Assets) and any books and records Seller or any of its Affiliates not primarily relating to the Purchased Assets or Assumed Liabilities;

(f) The Retained Names and Marks;

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

(h) The items designated in Section 2.2(h) of the Disclosure Schedule as “Excluded Assets”;

(i) All real and personal, tangible and intangible assets (including intellectual property) of Seller or any of its Subsidiaries that are used or held for use in any respect in the operation of the Other Stations (including, without limitation, any such assets that are used both in the ownership or operation of the Purchased Assets and in the operation of the Other Stations);

(j) All records and documents relating to the Other Stations, the Excluded Assets or to liabilities other than Assumed Liabilities;

(k) All Repack Payments;

(l) All capital stock or other equity securities of Seller, and all other equity interests in any entity that are owned beneficially or of record by Seller or its Subsidiaries;

(m) All of the benefit or compensation agreements, plans or arrangements sponsored or maintained by Seller or any of its Subsidiaries and any assets of any such agreements, plans or arrangements;

(n) Any intercompany receivables from Seller or any of its Subsidiaries; and

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

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

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

(i) All liabilities and obligations arising with, or relating to, the Purchased Assets, including the owning or holding of the Purchased Assets, on and after the Closing Date;

(ii) All liabilities and obligations to the extent relating to the Purchased Assets arising out of Environmental Laws, excluding all such liabilities and obligations that, to the Knowledge of Seller, have arisen prior to the Closing or that are reasonably likely to arise following the Closing;

(iii) All liabilities and obligations under the Contracts included as Purchased Assets (the “Purchased Contracts”) solely to the extent that such liabilities or obligations arise in connection with, or relate to, the period of time on or after the Closing Date;

(iv) (A) All Taxes of Buyer for any Tax period not relating to the Purchased Assets, (B) all Taxes for a Post-Closing Tax Period (including any Prorated Taxes for the portion of any Straddle Period beginning on or after the Closing Date (determined in accordance with Section 6.1)) and (C) any Transfer Taxes that are the responsibility of Buyer pursuant to Section 6.1;

(v) All liabilities and obligations of Buyer or its Affiliates to the extent prorated pursuant to Section 2.6 hereof.

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

(b) Buyer shall not assume or be obligated for any of, and Seller or any of its Subsidiaries, as applicable, shall solely retain, pay, perform, discharge and be obligated with respect to all of its liabilities or obligations of any and every kind whatsoever, direct or indirect, known or unknown, not expressly assumed by Buyer under Section 2.3(a) (herein referred to as “Excluded Liabilities”) and, without limiting the generality of the foregoing and notwithstanding anything to the contrary in Section 2.3(a), none of the following shall be “Assumed Liabilities” for purposes of this Agreement:

(i) (A) All Taxes of Seller or any of its Affiliates, as applicable, for any Tax period not relating to the Purchased Assets, (B) all Taxes (1) for a Pre-Closing Tax Period (including any Prorated Taxes for the portion of any Straddle Period prior to the Closing Date (determined in accordance with Section 6.1)) or (2) arising from the sale of the Purchased Assets and assumption of the Assumed Liabilities pursuant to this Agreement, other than any Transfer Taxes, and (C) any Transfer Taxes that are the responsibility of Seller pursuant to Section 6.1;

(ii) Any liabilities or obligations, including forfeiture expenses and fines, arising from any complaints with or enforcement actions by the FCC or any other Governmental Authority directly arising from the Purchased Assets and events that occurred prior to the Closing;

(iii) Any intercompany payables relating to the Purchased Assets owing to Seller or its Subsidiaries, as applicable;

(iv) Any liabilities or obligations of Seller or any of its Subsidiaries under this Agreement or the Seller Ancillary Agreements;

(v) All liabilities and obligations arising with, or relating to the owning or holding of the Purchased Assets prior to the Closing Date;

(vi) Any liabilities or obligations arising with, or relating to, any of the Excluded Assets; and

(vii) Any liabilities or obligations related to the indebtedness of Seller or any of its Affiliates.

**Section 2.4. Closing Date.** Subject to the provisions of this Agreement, the purchase and sale of the Purchased Assets provided for in Section 2.1 (the “Closing”) shall take place at 10:00 a.m., Eastern Time, on (i) the date that is five (5) Business Days following the satisfaction or, if legally permissible, waiver of the conditions set forth in ARTICLE VII (other than those conditions that by their nature are to be satisfied (or validly waived) at the Closing, but subject to such satisfaction or waiver), or (ii) such other time as may be determined by mutual agreement of Seller and Buyer, at the offices of Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York, 10022. The date on which the Closing occurs in accordance with this Section 2.4 shall be referred to herein as the “Closing Date”.

**Section 2.5. Purchase Price.** The purchase price for the Purchased Assets (the “Purchase Price”) shall be equal to two million dollars (\$2,000,000), subject to adjustment as provided in Section 2.6. Buyer shall pay, or cause to be paid, the Purchase Price at the Closing by wire transfer in immediately available funds to the account or account(s) designated by Seller.

**Section 2.6. Proration and Adjustments.**

(a) The Purchase Price shall be increased or decreased, as applicable, by the net amount due to Buyer or Seller, as applicable, pursuant to the prorations to be made pursuant to Section 2.6(b). The prorations and adjustments to be made pursuant to this Section 2.6 are referred to herein as the “Closing Date Adjustments.”

(b) All income and expenses arising from the Purchased Assets and the Assumed Liabilities, including, without limitation, prepaid expenses, Prorated Taxes (but excluding accounts receivable of Seller), annual regulatory fees payable to the FCC, power and utilities charges, and rents and similar prepaid and deferred items shall be prorated between Seller and Buyer in accordance with GAAP to reflect the principle that Seller shall be entitled to all income and be responsible for all expenses arising from the Purchased Assets and the Assumed Liabilities through the Cutoff Time and Buyer shall be entitled to all income and be responsible for all expenses arising from the Purchased Assets and the Assumed Liabilities after the Cutoff Time.

(c) At least three (3) Business Days prior to the Closing Date, Seller shall estimate all Closing Date Adjustments pursuant to this Section 2.6 and shall deliver a statement of its estimates to Buyer (which statement shall set forth in reasonable detail the basis for those estimates). At the Closing, the net amount due to Buyer or Seller, as applicable, as a result of the estimated Closing Date Adjustments shall be applied as an adjustment to the Purchase Price. Within ninety (90) days after the Closing, Buyer shall deliver to Seller a statement of any adjustments to Seller’s estimate of the Closing Date Adjustments, and no later than the close of



business on the thirtieth (30th) day after the delivery of such statement (the “Payment Date”), Buyer shall pay to Seller, or Seller shall pay to Buyer, as the case may be, any amount due as a result of the adjustment (or, if there is any good faith dispute, the undisputed amount). Except with respect to items that Seller notifies Buyer that it objects to prior to the close of business on the date that is at least one (1) Business Day prior to the Payment Date, the adjustments set forth in Buyer’s statement shall be final and binding on the parties effective at the close of business on the Payment Date. If Seller disputes Buyer’s determinations or Buyer disputes Seller’s determinations, the parties shall consult with regard to the matter and an appropriate adjustment and payment shall be made as agreed upon in writing by the parties within thirty (30) days after the Payment Date. If such thirty (30) day period expires, and the dispute has not been resolved, then the parties shall select a mutually acceptable, nationally recognized independent accounting firm that does not then have a relationship with Seller or Buyer (the “Independent Accountant”), to resolve the disagreement and make a determination with respect thereto as promptly as practicable. The determination by the Independent Accountant on the matter shall be binding. If an Independent Accountant is engaged pursuant to this Section 2.6, the fees and expenses of the Independent Accountant shall be borne by Seller and Buyer in inverse proportion as such parties may prevail on the resolution of the disagreement, which proportionate allocation also will be determined by the Independent Accountant and be included in the Independent Accountant’s written report, and an appropriate adjustment and payment shall be made within three (3) Business Days of the resolution by the Independent Accountant, and the parties shall use reasonable best efforts to cause such resolution to be rendered within thirty (30) days after such submission.

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

(a) At the Closing, Seller shall deliver, and/or cause one or more of its Subsidiaries to deliver, to Buyer (i) duly executed counterparts of a bill of sale and assignment and assumption agreement, substantially in the form of Exhibit A (the “Bill of Sale and Assignment and Assumption Agreement”), providing for the conveyance of all of the Purchased Assets (other than the Owned Real Property and the FCC Licenses) and the assumption of all of the Assumed Liabilities, (ii) duly executed counterparts of an assignment of the FCC Licenses from Seller, substantially in the form of Exhibit B (the “Assignment of FCC Licenses”), assigning to Buyer the FCC Licenses and all other assignable Governmental Authorizations issued by the FCC primarily related to, and material to the operation of, the Station, (iii) a special or limited warranty deed (in the customary form for such jurisdiction) conveying to Buyer the Owned Real Property that constitutes Purchased Assets, (iv) specific assignment and assumption agreements duly executed by Seller, as applicable, relating to any agreements included as Purchased Assets that Buyer or Seller have determined to be reasonably necessary to assign such agreements to Buyer and for Buyer to assume the Assumed Liabilities thereunder, (v) a duly executed certificate of non-foreign status that meets the requirements set forth in Treasury Regulations Section 1.1445-2(b)(2), (vi) the certificate required to be delivered by Seller pursuant to Section 7.2(c)(i), and (vii) such other documents and instruments as are reasonably necessary to consummate the transactions contemplated hereby.

(b) At the Closing, Buyer shall deliver to Seller (i) the Purchase Price in accordance with Section 2.5, (ii) duly executed counterparts to (A) the Bill of Sale and Assignment and Assumption Agreement and (B) the Assignment of FCC Licenses (iii) specific

assignment and assumption agreements duly executed by Buyer relating to any agreements included as Purchased Assets that Buyer or Seller have determined to be reasonably necessary to assign such agreements to Buyer or for Buyer to assume the Assumed Liabilities thereunder, (iv) the certificate required to be delivered by Buyer pursuant to Section 7.3(c)(i) and (v) such other documents and instruments as are reasonably necessary to consummate the transactions contemplated hereby.

(c) All payments made pursuant to this Section 2.7 shall be treated for Tax purposes only as an adjustment to the Purchase Price to the maximum extent permitted by applicable Law.

### **Section 2.8. Further Assurances.**

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

(b) To the extent that any Contract included as a Purchased Asset cannot be assigned without consent and such consent is not obtained prior to the Closing, (i) this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof, (ii) Seller shall use reasonable best efforts to provide to Buyer the benefits of any such Contract (including sub-contracting, sub-licensing, occupancy and use agreements or sub-leasing to Buyer or its Affiliates any such Contract and enforcement by Seller or its Affiliates for the benefit of Buyer or its Affiliates, as applicable, of any and all rights of Seller and its Affiliates against a Third Party thereto), (iii) to the extent that Buyer actually receives the benefits of any such Contract, Buyer shall perform or discharge on behalf of Seller all obligations and liabilities under such Contract that would constitute Assumed Liabilities if such Contract were effectively assigned to Buyer and (iv) Seller and Buyer shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to obtain such consent (provided that Seller, Buyer and their respective Affiliates shall not have any obligation to offer or pay any consideration in order to obtain any such consent, nor shall Buyer have any obligation to amend, modify or otherwise alter the terms of any such Contract). Once such consent, or waiver thereof, is obtained following the Closing Date, Seller shall or shall cause its Affiliates to sell, transfer, assign, convey or deliver to Buyer the relevant Purchased Asset to which such consent or waiver relates for no additional consideration and Buyer shall, from and after the effective date of such transfer, assignment, conveyance or delivery, assume, and shall thereafter pay, perform and discharge as and when due, all Assumed Liabilities of Seller or any of its Subsidiaries arising under such Contract in accordance with the terms of this Agreement.

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

(d) Seller shall, and shall cause its Affiliates to, promptly pay or deliver (without right of set off) to Buyer (or its designated Affiliates) any monies or checks in connection with, arising out of, or relating to the Purchased Assets or the Assumed Liabilities that have been sent to Seller or any of its Affiliates after the Closing by customers, suppliers or other contracting parties of the Purchased Assets to the extent such monies or checks are not Excluded Assets. If, following the Closing, Buyer or Seller becomes aware that Seller or its Affiliates owns or holds any asset or right that constitutes a Purchased Asset but which has not been transferred to Buyer in connection with the consummation of the transactions hereunder, such party shall promptly inform the other party of that fact. Thereafter, at the request of Buyer, Seller shall execute, or cause the relevant Affiliate of Seller to execute, such documents as may be reasonably necessary to cause the transfer of any such asset or right to Buyer or any other entities designated by Buyer for no additional consideration, and Buyer shall do all such things reasonably necessary to facilitate such transfer.

(e) Buyer shall, and shall cause its applicable Affiliates to, promptly pay or deliver (without right of set off) to Seller or any of its Affiliates any monies or checks to the extent they are not due to a Purchased Asset (or any other business of Buyer or any of its Affiliates) or are in respect of an Excluded Asset or Excluded Liability hereunder that have been sent to Buyer or any of its Affiliates after the Closing by customers, suppliers or other contracting parties of Seller or any of its Affiliates. If, following the Closing, Buyer or Seller becomes aware that Buyer or any of its Affiliates owns or holds any asset or right that is not a Purchased Asset and that was owned by Seller or any of its Affiliates immediately prior to the Closing, such party shall promptly inform the other party of that fact. Thereafter, at the request of Seller, Buyer shall execute, or cause the relevant Affiliate of Buyer to execute, such documents as may be reasonably necessary to cause the transfer of any such asset or right to Seller or such other Person designated by Seller for no consideration, and Seller shall do all such things reasonably necessary to facilitate such transfer.

**Section 2.9. Allocation of Purchase Price.** Within ninety (90) days of Closing, Buyer shall deliver to Seller a proposed allocation of the Purchase Price (as determined for federal income tax purposes) among the Purchased Assets. The proposed allocation shall be prepared in accordance with Section 1060 of the Code and the Treasury Regulations. Within thirty (30) days of the receipt of the proposed allocation, Seller shall provide Buyer with any comments to such allocation. A failure to respond within such thirty (30) day period shall be deemed acceptance of the proposed allocation as the final allocation. In the event Seller timely notifies Buyer of its disagreement with the proposed allocation, the parties shall work together in good faith to settle their differences no later than sixty (60) prior to the earliest due date (taking into account, for these purposes, any applicable extension of a due date) for the filing of a Tax Return to which such allocation is relevant. If the parties are unable to settle their differences, then (i) each of Buyer and Seller shall have the right to allocate the purchase price among the Purchased Assets in the manner it determines appropriate and to prepare all applicable Tax Returns and financial statements consistent with such allocation, and (ii) neither party shall have any obligation to the other party in connection with such allocation. Each party shall update its allocation to take in to account any adjustment to the Purchase Price. Buyer shall have no liability to Seller, and Seller shall have no liability to Buyer, for any additional Taxes that may be imposed by any Taxing Authority to the extent such liability arises solely as a result of inconsistencies between separate allocations described in the previous sentence.

**Section 2.10. Withholding.** Buyer and its designees shall be entitled to withhold and deduct from the consideration otherwise payable pursuant to this Agreement such amounts as such Person is required to deduct and withhold with respect to the making of such payment under the Code or any applicable provision of state, local or foreign Tax law; provided that, except with respect to any withholding required as a result of Seller's failure to comply with Section 2.7(a)(v), Buyer shall, prior to such withholding on any payment to Seller, provide written notice to Seller of its intent to withhold and provide Seller with the reasonable opportunity to provide such forms or other evidence as may reduce, eliminate or mitigate such withholding. To the extent that amounts are so withheld in accordance with applicable Law and paid to the appropriate Taxing Authority, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth on the Disclosure Schedule (subject to Section 10.4), Seller represents and warrants to Buyer that:

**Section 3.1. Corporate Existence and Power.** Seller is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Maryland. Seller and its Subsidiaries have all corporate or similar power and authority to operate the Station as now operated by it and to use the Purchased Assets as now used by it, except where any failure to have such power or authority or to be so qualified would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

**Section 3.2. Corporate Authorization.** Seller has all requisite corporate power and authority to execute and deliver this Agreement; and Seller or its Subsidiaries, as applicable, have all requisite corporate power and authority to execute and deliver all of the other agreements and instruments to be executed and delivered by Seller or such Subsidiary, as applicable, pursuant hereto (collectively, the "Seller Ancillary Agreements"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and Seller Ancillary Agreements by each of Seller or its Subsidiaries, as applicable, the performance of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate or similar action on the part of Seller or its Subsidiaries, as applicable, and no other corporate or similar proceeding on the part of such Seller or its Subsidiaries is necessary to authorize the execution and delivery of this Agreement and Seller Ancillary Agreements, the performance by any of Seller or its Subsidiaries, as applicable, of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby. This Agreement and each Seller Ancillary Agreement, assuming due authorization, execution and delivery by Buyer, constitutes or will constitute a valid and binding obligation of Seller or its Subsidiaries, as applicable, enforceable against Seller or its Subsidiaries, as applicable, in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, receivership or other similar Laws relating to or affecting creditors'

rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at Law) (collectively, the “Enforceability Exceptions”).

**Section 3.3. Governmental Authorization.** The execution and delivery of this Agreement by Seller and the performance of its obligations hereunder require no action by or in respect of, or filing with, any Governmental Authority, other than (a) the filing of the FCC Applications and obtaining the FCC Consent, together with any reports or informational filings required in connection therewith under the Communications Act and the FCC Rules and (b) any actions or filings the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

**Section 3.4. Non-Contravention.** The execution and delivery of this Agreement and the Seller Ancillary Agreements by each Seller and the performance of its obligations hereunder and thereunder do not and will not, assuming the authorizations, consents and approvals referred to in clause (a) of Section 3.3 are obtained (a) conflict with or breach any provision of the certificate of incorporation or bylaws of Seller, (b) conflict with or breach any provision of any Law or Order, (c) conflict with or breach, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit under, any provision of any of the Purchased Assets, or (d) result in the creation or imposition of any Lien, other than any Permitted Lien, on any of the Purchased Assets, except, in the case of each of clauses (b), (c) and (d), as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

**Section 3.5. Compliance with Laws and Court Orders; Governmental Authorizations.**

(a) Neither Seller’s entry into this Agreement nor the consummation of the transactions contemplated hereby will require any grant or renewal of any waiver granted by the FCC applicable to Seller or the Station.

(b) Section 3.5 of the Disclosure Schedule sets forth a list of each of the FCC Licenses held by Seller or any of its Subsidiaries as of the date of this Agreement. The FCC Licenses set forth on Section 3.5 of the Disclosure Schedule constitute all of the FCC Licenses and all other assignable Governmental Authorizations issued by the FCC primarily related to, and material to the operation of, the Station, and, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each FCC License is in effect in accordance with its terms and has not been revoked, suspended, canceled, rescinded, terminated or expired. The FCC Licenses have been issued for the terms expiring as indicated on Section 3.5 of the Disclosure Schedule and are not subject to any material condition except for those conditions appearing on the face of the FCC Licenses and conditions applicable to broadcast licenses generally or as otherwise disclosed in Section 3.5 of the Disclosure Schedule. There is not (i) any pending, or, to the Knowledge of Seller, threatened, Proceeding by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any FCC License (other than Proceedings to amend the FCC Rules of general applicability) or (ii) issued or outstanding, by or before the FCC, any (A) order to show cause, (B) notice of violation, (C) notice of apparent liability or (D) order of forfeiture, in each case, against the Station, Seller,

or any of its Subsidiaries with respect to the Station that would reasonably be expected to result in any action described in the foregoing clause (i) with respect to such FCC License.

(c) Seller and its Subsidiaries are qualified under the Communications Act and FCC Rules to assign, or cause to be assigned, the FCC Licenses to Buyer. (i) There are no facts or circumstances relating specifically to the Station, Seller or any of its Subsidiaries that would reasonably be expected to (A) result in the FCC's refusal to grant the FCC Consent or (B) materially delay the receipt of the FCC Consent, and (ii) to the Knowledge of Seller, there is no reasonable cause to expect that the FCC Applications would be challenged by the FCC or not be granted by the FCC in the ordinary course due to any fact or circumstance specifically relating to Seller, any of its Subsidiaries, or the FCC Licenses.

(d) Except for matters that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Seller and its Subsidiaries (i) operate, and since January 1, 2018 have operated the Station in compliance with the Communications Act and the FCC Rules and the applicable FCC Licenses, (ii) have timely filed all material registrations and reports required to have been filed with the FCC relating to the FCC Licenses (which registrations and reports were accurate in all material respects as of the time such registrations and reports were filed), (iii) have paid or caused to be paid all FCC regulatory fees due in respect of the Station, and (iv) have completed or caused to be completed the construction of all facilities or changes contemplated by any of the FCC Licenses or construction permits issued to modify the FCC Licenses to the extent required to be completed as of the date hereof.

(e) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) to the Knowledge of Seller, there are no material applications, petitions, proceedings, or other material actions, complaints or investigations, pending or threatened before the FCC relating to the Station, other than proceedings affecting broadcast stations generally, and (ii) neither Seller or its Subsidiaries, nor the Station, has entered into a tolling agreement or otherwise waived any statute of limitations relating to the Station during which the FCC may assess any fine or forfeiture or take any other action or agreed to any extension of time with respect to any FCC investigation or proceeding as to which the statute of limitations time period so waived or tolled or the time period so extended remains open as of the date of this Agreement.

**Section 3.6. Absence of Certain Changes.** Since June 30, 2020 through the date of this Agreement, there has not been any effect, change, development or occurrence that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

**Section 3.7. Litigation.** Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, there is no (a) Proceeding pending or, to the Knowledge of Seller, threatened against Seller or its Subsidiaries with respect to the Purchased Assets by or before any Governmental Authority or (b) Order against Seller or its Subsidiaries with respect to the Purchased Assets.



**Section 3.8. Title to Tangible Personal Property; Release of Security Interests.**

(a) Seller or its Subsidiaries has good and valid title or a valid leasehold interest in any tangible personal property included in the Purchased Assets free and clear of all Liens, except for Permitted Liens.

(b) The security interests in the Purchased Assets created under any of the Loan Documents (as defined in the Seller Credit Agreement) and the Secured Notes will be released automatically upon Closing (without the need for any UCC filing or other documentation).

**Section 3.9. Properties.**

(a) The Purchased Assets include (i) all material real property currently owned by Seller or its Subsidiaries primarily for use in the operation of the Station (the “Owned Real Property”) and (ii) all material leases, subleases or other occupancies to which Seller or its Subsidiaries is a party as tenant for real property primarily for use in the operation of the Station (the “Real Property Leases”).

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, with respect to each Owned Real Property that constitutes a Purchased Asset, (i) Seller has good and marketable title to such Owned Real Property, free and clear of all Liens (other than Permitted Liens), (ii) there are no (A) unexpired options to purchase agreements, rights of first refusal or first offer or any other rights to purchase or otherwise acquire such Owned Real Property or any portion thereof or a direct or indirect interest therein or (B) other outstanding rights or agreements to enter into any contract for sale, ground lease or letter of intent to sell or ground lease such Owned Real Property, which, in each case, is in favor of any party other than Seller, (iii) policies of title insurance have been issued insuring, as of the effective date of each such insurance policy, fee simple title interest held by Seller, and (iv) there are no existing pending or, to the Knowledge of Seller, threatened condemnation, eminent domain or similar proceedings affecting such Owned Real Property.

(c) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Seller or one of its Subsidiaries (i) has valid leasehold title to each real property subject to a Real Property Lease, (ii) each Real Property Lease is valid, binding and in full force and effect, subject to the Enforceability Exceptions, and (iii) none of Seller or its Subsidiaries or, to the Knowledge of Seller, any other party to such Real Property Lease has violated any provision of, or taken or failed to take any act which, with or without notice, lapse of time, or both, would constitute a default under the provisions of such Real Property Lease.

**Section 3.10. Taxes.** Except, in each case, for matters that have not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) all Tax Returns required to be filed by, on behalf of or with respect to the Purchased Assets have been duly and timely filed and are true, complete and correct in all respects;

(b) all Taxes (whether or not reflected on such Tax Returns) required to be paid with respect to the Purchased Assets have been duly paid;

(c) all Taxes required to be withheld by Seller or any of its Subsidiaries with respect to the Purchased Assets have been duly and timely withheld, and such withheld Taxes have been either duly and timely paid to the proper Taxing Authority or properly set aside in accounts for such purposes;

(d) to the Knowledge of Seller, no Taxes with respect to the Purchased Assets are under audit or examination by any Taxing Authority;

(e) there are no Liens for Taxes on any of the Purchased Assets other than Permitted Liens; and

(f) to the Knowledge of Seller, no claim has been made in writing or otherwise by a Taxing Authority of a jurisdiction where Seller or any of its Subsidiaries has not filed Tax Returns with respect to the Purchased Assets claiming that Seller or such Subsidiary, as applicable, is or may be subject to taxation by that jurisdiction that has not been resolved.

The representations and warranties contained in this Section 3.10 are the sole and exclusive representations and warranties of Seller relating to Taxes.

**Section 3.11. Environmental Matters.** Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) Seller and its Subsidiaries are, and since January 1, 2018 have been, in compliance with all applicable Environmental Laws and Environmental Permits required with respect to the Purchased Assets, (b) since January 1, 2018 (or any time with respect to unresolved matters), no notice of violation or other notice has been received by Seller or its Subsidiaries alleging any violation of, or liability arising out of, any Environmental Law with respect to the Purchased Assets, the substance of which has not been resolved, (c) no Proceeding is pending or, to the Knowledge of Seller, threatened against Seller or its Subsidiaries with respect to the Purchased Assets under any Environmental Law and (d) neither Seller nor its Subsidiaries has released, disposed or arranged for disposal of, or exposed any Person to, any Hazardous Substances, or owned or operated any real property contaminated by any Hazardous Substances, in each case that has resulted in an investigation or cleanup by, or liability of Seller or its Subsidiaries with respect to the Purchased Assets. The representations and warranties contained in this Section 3.11 are the sole and exclusive representations and warranties relating to Environmental Law or Hazardous Substances.

**Section 3.12. Purchased Contracts.** Except for any Contract that has terminated or expired in accordance with its terms and except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Purchased Contract is valid and binding and in full force and effect and, to the Knowledge of Seller, enforceable against the other party or parties thereto in accordance with its terms subject



to the Enforceability Exceptions. Except for breaches, violations or defaults which have not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, neither Seller, or its Subsidiaries, nor to the Knowledge of Seller any other party to a Purchased Contract, is in violation of or in default under any provision of such Purchased Contract. True and complete copies of the Purchased Contracts and any material amendments thereto have been made available to Buyer prior to the date of this Agreement.

**Section 3.13. MVPD Matters.** As of the date of this Agreement, the Station is not carried or retransmitted by any MVPD.

**Section 3.14. Insurance.** Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, as of the date hereof, each of the insurance policies and arrangements relating to the Purchased Assets are in full force and effect. As of the date of this Agreement, neither Seller nor its Subsidiaries has received written notice regarding any cancellation or invalidation of any such insurance policy, other than such cancellation or invalidation that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

**Section 3.15. No Finder.** There is no investment banker, broker or finder that has been retained by or is authorized to act on behalf of Seller or any of its Affiliates who is entitled to any fee or commission from Seller or its Affiliates in connection with the transactions contemplated by this Agreement for which Buyer may become liable.

## **ARTICLE IV**

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

Except as set forth in the Disclosure Schedule (subject to Section 10.4), Buyer represents and warrants to Seller as follows:

**Section 4.1. Existence and Power; Affiliates.** Buyer is duly organized, validly existing and in good standing under the Laws of the state of its organization. Buyer has all requisite organizational power and authority to carry on its business as now conducted by it except where any failure to have such power or authority would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement or Buyer's ability to perform its obligations under this Agreement. Buyer does not have any Subsidiaries or Affiliates other than its shareholders.

**Section 4.2. Authorization.** Buyer has all requisite organizational power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements"), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereunder. The execution and delivery of this Agreement and the Buyer Ancillary Agreements by Buyer, the performance of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary organizational action on the part of Buyer, and no other organizational proceeding on the part of Buyer is necessary to authorize the execution and

delivery of this Agreement or any Buyer Ancillary Agreement, the performance by Buyer of its obligations hereunder or thereunder or the consummation by Buyer of the transactions contemplated hereby and thereby. This Agreement and each Buyer Ancillary Agreement, assuming due authorization, execution and delivery by Seller, constitutes or will constitute a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforceability Exceptions.

**Section 4.3. Governmental Authorization.** The execution and delivery by Buyer of this Agreement and each of the Buyer Ancillary Agreements to which it is a party and the performance of its obligations hereunder and thereunder require no action by or in respect of, or filing with, any Governmental Authority, other than (a) the filing of the FCC Applications and obtaining the FCC Consent, together with any reports or informational filings required in connection therewith under the Communications Act and the FCC Rules and (b) any actions or filings the absence of which would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement or Buyer's ability to perform its obligations under this Agreement.

**Section 4.4. Non-Contravention.** The execution and delivery of this Agreement by Buyer, and the performance of its obligations hereunder do not and will not assuming the authorizations, consents and approvals referred to in clause (a) of Section 4.3 are obtained (a) conflict with or breach any provision of the organizational documents of Buyer, (b) conflict with or breach any provision of any Law or Order, (c) constitute a default under, conflict with or breach, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit under any provision of any Contract to which Buyer or any of its Subsidiaries is party or which is binding upon Buyer or any of its Subsidiaries, any of their respective properties or assets or any license, franchise, permit, certificate, approval or other similar authorization affecting Buyer or any of its Subsidiaries or (d) result in the creation or imposition of any Lien, other than any Permitted Lien, on any property or asset of Buyer or any of its Subsidiaries, except, in the case of each of clauses (b), (c) and (d), as would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement or Buyer's ability to perform its obligations under this Agreement.

**Section 4.5. Litigation.** Except as has not had and would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement or Buyer's ability to perform its obligations under this Agreement, there is no (a) Proceeding or investigation pending (or, to the Knowledge of Buyer, threatened) with respect to Buyer or any of its Subsidiaries before any Governmental Authority or (b) Order against Buyer or any of its Subsidiaries or any of their respective properties.

**Section 4.6. Solvency.** Buyer is not entering into this Agreement with the intent to hinder, delay or defraud either present or future creditors of Seller. Assuming (a) that the conditions to the obligation of Buyer to consummate this Agreement set forth in Section 7.1 and Section 7.2 have been satisfied or waived, (b) the accuracy of the representations and warranties of Seller set forth in ARTICLE III and (c) the performance by Seller and its Subsidiaries of the covenants and agreements contained in this Agreement, Buyer will be Solvent as of immediately after the consummation of the transactions contemplated by this Agreement.

For the purposes of this Agreement, the term “Solvent”, when used with respect to any Person, means that, as of any date of determination, (i) the amount of the “fair saleable value” of the assets of such Person will, as of such date, exceed the sum of (A) the value of all “liabilities of such Person, including contingent and other liabilities,” as of such date, as such quoted terms are generally determined in accordance with applicable Laws governing determinations of the insolvency of debtors, and (B) the amount that will be required to pay the probable liabilities of such Person, as of such date, on its existing debts (including contingent and other liabilities) as such debts become absolute and mature, (ii) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged following such date, and (iii) such Person will be able to pay its liabilities, as of such date, including contingent and other liabilities, as they mature. For purposes of this definition, “not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged” and “able to pay its liabilities, as of such date, including contingent and other liabilities, as they mature” means that such Person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet its obligations as they become due.

**Section 4.7. Qualifications as FCC Licensee.** (a) Buyer is legally, financially and otherwise qualified to be the licensee of, and to acquire, own, operate and control, the Station under the Communications Act, including the provisions relating to media ownership and attribution, foreign ownership and control, and character qualifications, (b) there are no facts or circumstances regarding Buyer’s qualifications that would, under the Communications Act or any other applicable Laws, (i) disqualify Buyer as the assignee of the FCC Licenses with respect to the Station or as the owner and operator of the Station, (ii) materially delay the FCC’s processing of the FCC Applications, or (iii) cause the FCC to impose a material condition or conditions on its granting of the FCC Consent and (c) no waiver of or exemption from, whether temporary or permanent, any provision of the Communications Act, or any divestiture or other disposition by Buyer or any of its Affiliates of any asset or property, is necessary for the FCC Consent to be obtained under the Communications Act.

**Section 4.8. No Finder.** There is no investment banker, broker or finder that has been retained by or is authorized to act on behalf of Buyer or any of its Affiliates who is entitled to any fee or commission from Buyer or any of its Affiliates in connection with the transactions contemplated by this Agreement for which Seller may become liable.

## **ARTICLE V**

### **ACTIONS PRIOR TO THE CLOSING DATE**

**Section 5.1. Conduct of Business.** From the date of this Agreement until the earlier to occur of the Closing and the termination of this Agreement in accordance with ARTICLE IX, except as otherwise expressly permitted or expressly contemplated by this Agreement, as set forth in Section 5.1 of the Disclosure Schedule, as consented to in writing by Buyer (such consent not to be unreasonably withheld, conditioned or delayed) or as required by applicable Law, Seller shall, and shall cause its Subsidiaries to, (i) use reasonable best efforts to maintain the FCC Licenses and their respective rights thereunder and (ii) use reasonable best efforts to preserve intact in all material respects the Purchased Assets. Without limiting the

generality of the foregoing, from the date of this Agreement until the earlier to occur of the Closing and the termination of this Agreement in accordance with ARTICLE IX, except as otherwise permitted or contemplated by this Agreement, as set forth in Section 5.1 of the Disclosure Schedule, as consented to in writing by Buyer (such consent not to be unreasonably withheld, conditioned or delayed) or as required by applicable Law, Seller shall not, and shall cause its Subsidiaries not to, in each case, solely in respect of the Purchased Assets:

(a) sell, assign, license, lease, transfer, abandon or create any Lien (other than any Permitted Lien) on, or otherwise dispose of, any of the Purchased Assets, other than such sales, assignments, licenses, leases, transfers, abandonments, Liens or other dispositions that are in the ordinary course of business (other than the FCC Licenses, which shall not be sold, assigned, licensed, leased, transferred, abandoned or disposed of nor subject to any agreement to sell, assign, license, lease, transfer, abandon or dispose of under any circumstances);

(b) other than (i) in the ordinary course of business consistent with past practices (including renewals consistent with the terms thereof) or (ii) for those Contracts that can be cancelled by Seller or any of its Subsidiaries without cause (and without penalty) on less than ninety (90) days' notice, (A) amend or modify in any material respect or terminate (excluding (1) terminations or renewals upon expiration of the term thereof in accordance with the terms thereof and (2) renewals for a term of ninety (90) days or less) any Purchased Contract or (B) waive, release or assign any material rights, claims or benefits, or grant any material consent, under any Purchased Contract;

(c) modify or accede to the modification of any of the FCC Licenses if doing so is reasonably likely to be materially adverse to the interests of Buyer after giving effect to the consummation of the transactions contemplated by this Agreement in the operation of the Station or fail to provide Buyer with a copy of (and a reasonable opportunity to review and comment on) any application for the modification of any of the FCC Licenses reasonably in advance of filing with the FCC, except, in each case, as required by Law or as required in connection with the Repack;

(d) apply to the FCC for any construction permit that would restrict in any material respect the Station's operations or make any material change in the Purchased Assets that is not in the ordinary course of business, except as may be necessary or advisable to maintain or continue effective transmission of the Station's signal within its service area as of the date hereof, except, in each case as required by Law or as required in connection with the Repack;

(e) fail to take any action required to repack or modify the Station as required by the Repack;

(f) fail to maintain its qualifications to hold the FCC Licenses with respect to the Station or to take any action, or omit to take any action, which would be reasonably expected to materially impair such FCC Licenses or such qualifications or cause the grant of FCC Consent to be materially delayed, or allow any FCC License with respect to the Station to be revoked, suspended, not renewed, or to expire;

- (g) fail to maintain retransmission consent elections with any MVPD;
- (h) fail to use reasonable best efforts to maintain any tangible personal property included in the Purchased Assets and the Real Property (including any improvements thereon) in normal operating condition and in conformity in all material respects with all applicable FCC technical regulations and other Laws, ordinary wear and tear accepted;
- (i) fail to use reasonable best efforts to keep in full force and effect the material insurance policies covering the Station (or other insurance policies comparable in amount and scope)
- (j) make or rescind any Tax election with respect to the Purchased Assets, or settle or compromise any material litigation, Proceeding, investigation or controversy relating to Taxes with respect to the Purchased Assets;
- (k) compromise or settle or propose or offer to compromise or settle any Proceeding, investigation or controversy, if any such action would impose or have the effect of imposing any material limitation on the use of the Purchased Assets by Buyer;
- (l) enter into any Contract with any Affiliate of Seller that constitutes a Purchased Asset or an Assumed Liability; or
- (m) authorize, or agree or commit to do, any of the foregoing.

Buyer acknowledges and agrees that: (a) nothing contained in this Agreement shall give Buyer or any of its Affiliates, directly or indirectly, the right to control or direct the operations of Seller or the Purchased Assets prior to the Closing, (b) prior to the Closing, Seller shall exercise, consistent with the terms and conditions of this Agreement and the Communications Act, complete control and supervision over the operations of the Station, and (c), notwithstanding anything to the contrary set forth in this Agreement, no consent of Buyer shall be required with respect to any matter set forth in this Section 5.1 or elsewhere in this Agreement to the extent that the requirement of such consent would violate any applicable Law. After the Closing, Seller shall have no right to control the Station, and Seller shall have no reversionary rights in the Station.

## **Section 5.2. Efforts.**

(a) Promptly following the date hereof (but in no event more than ten (10) Business Days from the date hereof (the “FCC Deadline Date”)), Seller, Buyer and their respective Affiliates, as applicable, shall file with the FCC the necessary FCC Applications requesting its consent to the assignment of the FCC Licenses and all other assignable Government Authorizations issued by the FCC primarily related to, and material to the operation of, the Station as contemplated by this Agreement. Seller and Buyer shall, or shall cause their respective Affiliates to, cooperate in the preparation of such applications and will diligently take, or cooperate in the taking of, all necessary, desirable and proper steps, to provide any additional information required by the FCC and shall use reasonable best efforts to obtain promptly the FCC Consent. Seller, on the one hand, and Buyer, on the other hand, shall bear the cost of FCC filing fees relating to the FCC Applications equally. Buyer and Seller 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 any such party. None of Seller nor Buyer shall, and each shall cause its Affiliates not to, 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 preventing or materially delaying the receipt of the FCC Consent; provided, that, except with respect to filing fees described above, neither Seller or Buyer shall be required to pay consideration to obtain the FCC Consent. Seller and Buyer agree that they will cooperate to amend the FCC Applications as may be necessary or required to obtain the timely grant of the FCC Consent. As may reasonably be necessary to facilitate the grant of the FCC Consent, in the event that in order to obtain the FCC Consent in an expeditious manner, it is necessary for Buyer to enter into a customary assignment, assumption, tolling, or other similar arrangement with the FCC to resolve any complaints with the FCC relating to the Station, or Buyer shall enter, into such a customary assignment, assumption, tolling or other arrangement with the FCC. If the Closing Date shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party hereto shall have terminated this Agreement pursuant to ARTICLE IX, Seller and Buyer shall jointly request extensions of the effective period of the FCC Consent until the Closing Date occurs or this Agreement is otherwise terminated; provided, however, no such extension of the FCC Consent shall limit the right of either party hereto to exercise such party's rights under ARTICLE IX.

(b) Subject to the terms and conditions herein, Seller and Buyer shall use reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all things necessary, proper or advisable under applicable Law to consummate and make effective the transactions contemplated hereby and to cause the conditions set forth in ARTICLE VII to be satisfied as promptly as reasonably practicable after the date hereof, including by using reasonable best efforts to (i) as applicable to Buyer or Seller, obtain and maintain all necessary, proper or advisable consents, approvals, waivers and authorizations of, actions or nonactions by, and making of all required filings, in consultation with each other, of all documentation to effect all necessary, proper or advisable filings, notices, petitions, statements, registrations, submissions of information, applications and other documents with any Governmental Authority or any other Third Party required by such party in connection with the transactions contemplated by this Agreement, (ii) cooperate with each other in (A) determining which filings are necessary, proper or advisable to be made prior to the Closing with, and which consents, approvals, permits, notices or authorizations are required to be obtained prior to the Closing from, Governmental Authorities or Third Parties in connection with the execution and delivery of this Agreement and related agreements, and consummation of the transactions contemplated hereby and thereby and (B) timely making all necessary filings and timely seeking all consents, approvals, permits, notices or authorizations, (iii) keep the other party informed in a timely manner and in all material respects of (1) any material communication received by such party from, or given by such party, to the FCC or any other Governmental Authority (including the provision upon request of copies of any pleadings, documents, or other communications exchanged with the FCC or any other Governmental Authority) and (2) the material non-confidential portions of any communications received or given by a private party, in each case, with respect to this Agreement and the transactions contemplated hereby, (iv) permit the other party to review any material non-confidential portions of any communication received from or to be given by it to the FCC or any other Governmental Authority with respect to this Agreement and the transactions contemplated hereby, and (v) consult with each other in advance of and be permitted

to attend any meeting or conference with, the FCC or any such Governmental Authority or, in connection with any Proceeding by a private party, with any other Person, in each case regarding any of the transactions contemplated by this Agreement; provided that Buyer shall be entitled to direct, in consultation with Seller, and approve the content of, any filings with or presentations or submissions to any Governmental Authority relating to this Agreement or the transaction contemplated hereby and to take the lead in the strategic planning for any meetings with, and to the conducting of negotiations with, Governmental Authorities relating to this Agreement or the transactions contemplated hereby.

(c) Buyer agrees that, between the date of this Agreement until the Closing, except as contemplated by this Agreement, it shall not, and shall cause its Affiliates not to, directly or indirectly, without the prior written consent of Seller, take any action, or omit to take any action, that would reasonably be expected to materially delay, or to impede or prevent, the consummation of the transactions contemplated by this Agreement.

(d) Notwithstanding anything else in this Agreement, neither Buyer nor Seller shall be required to make any divestitures or agree to any Contract modifications or behavioral remedies in connection with obtaining any consents, approvals, permits, notices or authorizations from any Governmental Authority; provided that, notwithstanding the forgoing, Buyer shall be obligated to agree to any Contract modifications required by the FCC with respect to any Contract relating to the Station between Buyer and Nexstar Inc. or its Affiliates.

**Section 5.3. Notification of Certain Matters.** Each of Seller and Buyer shall promptly notify and provide copies to the other of (a) any material written notice from any Person alleging that the approval or consent of such Person is or may be required in connection with the transactions contemplated by this Agreement, (b) any written notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement, (c) any Proceeding or investigation, commenced or, to its Knowledge, threatened against, Seller or any of its Affiliates or Buyer, as the case may be, that would be reasonably likely to (i) prevent or materially delay the consummation of the transactions contemplated hereby or (ii) result in the failure of any condition to the Closing set forth in ARTICLE VII to be satisfied, or (d) the occurrence of any event which would or would be reasonably likely to (i) prevent or materially delay the consummation of the transactions contemplated hereby or (ii) result in the failure of any condition to the Closing set forth in ARTICLE VII to be satisfied; provided that the delivery of any notice pursuant to this Section 5.3 shall not (x) affect or be deemed to modify any representation, warranty, covenant, right, remedy, or condition to any obligation of any party hereunder or (y) update any section of the Disclosure Schedule.

**Section 5.4. Access.**

(a) From and after the date of this Agreement until the earlier to occur of the Closing Date and the termination of this Agreement in accordance with ARTICLE IX, upon reasonable advance notice and subject to applicable Law, Seller shall, and shall cause its Affiliates to, afford to Buyer and its Affiliates and its and their respective directors, officers, employees, agents and professional advisors (including attorneys, accountants and financial advisors) (“Representatives”) reasonable access during normal business hours, to all of the



properties, books, Contracts, commitments, and records concerning the Purchased Assets, including the right to inspect such properties and make copies of such records, and, during such period Seller shall, and shall cause its Affiliates to, furnish to Buyer all other information concerning the Purchased Assets as Buyer may reasonably request; provided that Seller may restrict the foregoing access and the disclosure of information to the extent that, in its good faith judgment, (i) any Law applicable to Seller or any of its Affiliates requires it to restrict or prohibit access to any such properties or information, (ii) the information is subject to confidentiality obligations to a Third Party, and (iii) disclosure of any such information or document could result in the loss of attorney-client privilege. Seller shall use reasonable best efforts to make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply.

(b) With respect to the information disclosed pursuant to Section 5.4(a), Buyer shall comply with, and shall cause its Representatives to comply with, all of its obligations under the Confidentiality Agreement, dated as of December 13, 2019 (the “Confidentiality Agreement”), by and between Seller and Nexstar Media Group, Inc., which agreement shall remain in full force and effect in accordance with its terms.

## **ARTICLE VI**

### **ADDITIONAL AGREEMENTS**

#### **Section 6.1. Taxes.**

(a) Seller shall prepare and timely file or shall cause to be prepared and timely filed each Tax Return for Prorated Taxes that is due on or before the Closing Date. Buyer shall pay to Seller promptly upon demand at or after the Closing the amount of any Taxes paid by Seller to the extent constituting an Assumed Liability, unless and to the extent taken into account in the calculation of the Closing Date Adjustments. Buyer shall prepare and timely file or shall cause to be prepared and timely filed each Tax Return for Prorated Taxes that is due after the Closing Date. Seller shall pay to Buyer promptly upon demand the amount of any Taxes shown as due thereon to the extent constituting an Excluded Liability.

(b) In the case of any Prorated Taxes for any Straddle Period, the portion of such Prorated Taxes that are allocable to the portion of such Straddle Period ending immediately prior to the Closing Date and that constitute an Excluded Liability shall be deemed to equal the amount of such Taxes for the entire Straddle Period multiplied by a fraction the numerator of which is the number of calendar days in the portion of the Straddle Period ending on the day before the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period, and the remaining portion of such Prorated Taxes shall be allocable to the portion of such Straddle Period beginning on the Closing Date and shall constitute an Assumed Liability. For the avoidance of doubt, Seller shall be liable for any income Taxes arising out of or resulting from the sale of the Purchased Assets and assumption of the Assumed Liabilities pursuant to this Agreement.

(c) Seller and Buyer shall (i) provide assistance to each other party as reasonably requested in preparing and filing Tax Returns with respect to the Purchased Assets;



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

(d) Any Transfer Taxes shall be borne equally by Buyer and Seller. Buyer, with Seller's cooperation, shall be responsible for the preparation, execution and filing of all Tax Returns, questionnaires, applications or other documents regarding any Transfer Taxes, provided, however, that Buyer shall provide to Seller all such documents no less than twenty (20) days prior to the date on which such document is required to be filed or returned and shall consider comments on such documents from Seller in good faith.

### **Section 6.2. Use of Names.**

(a) None of Seller or any of its Affiliates is conveying ownership rights or granting Buyer or any of its Affiliates a license to use any of the Retained Names and Marks (except for the implied license under Section 6.2(b)) and, except as set forth in Section 6.2(b), after the Closing, Buyer shall not and shall not permit any of its Affiliates to use in any manner the Retained Names and Marks or any word that is similar in sound or appearance to such names or marks. In the event Buyer violates any of its obligations under this Section 6.2, Seller may proceed against Buyer in law or in equity for such damages or other relief as a court may deem appropriate. Buyer acknowledges that a violation of this Section 6.2 would cause Seller irreparable harm, which may not be adequately compensated for by money damages. Buyer therefore agrees that in the event of any actual or threatened violation of this Section 6.2, Seller shall be entitled, in addition to other remedies that it may have, to a temporary restraining order and to preliminary and final injunctive relief against Buyer to prevent any violations of this Section 6.2, without the necessity of posting a bond.

(b) As soon as reasonably practicable after the Closing Date (and in any event within thirty (30) days thereafter), Buyer shall cease and discontinue all uses of, and delete or remove from all products, signage, vehicles, properties, technical information, and all other materials, the Retained Names and Marks. Prior to such discontinuance of such uses, Buyer may utilize any properties or materials bearing the Retained Names and Marks solely in a manner consistent with the use thereof in the operation of the Purchased Assets immediately prior to the Closing Date.

**Section 6.3. No Solicitation.** From the date hereof until the earlier of the Closing and the termination of this Agreement in accordance with ARTICLE IX, Seller shall not, and, to the extent of its control, will not authorize or permit the other Seller Group Members to, (i) knowingly solicit or encourage the making of any inquiry, proposal or offer that constitutes or could reasonably be expected to lead to an Alternative Proposal, (ii) disclose any non-public information about the Purchased Assets, to any Person making an inquiry or proposal that constitutes, or could reasonably be expected to lead to, an Alternative Proposal, (iii) enter into, participate in, maintain or continue any discussions or negotiations regarding any inquiry or

proposal that constitutes, or could reasonably be expected to lead to, an Alternative Proposal or (iv) enter into any agreement regarding an Alternative Proposal.

**Section 6.4. Public Announcements; Confidentiality.** Each of Buyer and Seller agrees that it will, and will cause its respective Affiliates to, keep this Agreement and the transactions contemplated hereby confidential and not disclose (except as required by applicable law, regulation or legal process or as mutually agreed by the parties hereto) such information to any Third Party unless (a) the disclosing party reasonably believes that such disclosure is required by applicable law, regulation or rule (including promulgated by the Securities Exchange Commission or other regulatory body), (b) the disclosing party is requested or required to disclose such information by governmental, judicial or regulatory authority or process, or (c) such information is disclosed in any action or proceeding brought by a party in pursuit of its rights or in the exercise of its remedies under this Agreement; provided, however, in the case of disclosure pursuant to clauses (a) or (b) above, the disclosing party shall disclose only such information that it believes it is required to disclose and, to the extent practicable, shall give the other party reasonable advance written notice of such intended disclosure so that such party may seek a protective order; and provided, further, that Buyer and Seller agree that their directors, officers, partners, members, employees, affiliates, brokers, agents or other representatives (including financial advisors, attorneys and accountants) may be permitted to know of the existence and the terms and conditions of this Agreement and the transactions contemplated hereby on a confidential, need to know basis in the course of normal business activity. Without limiting the right of that Buyer and Seller to pursue all other legal and equitable rights available to it for violation of this Section 6.4 by the other party, it is agreed that other remedies cannot fully compensate the aggrieved party for such a violation of this Section 6.4 and that the aggrieved party shall be entitled to injunctive relief to prevent a violation or continuing violation hereof.

**Section 6.5. Cooperation in Litigation.** From and after the Closing Date, Buyer and Seller shall (and shall cause their respective Affiliates to) reasonably cooperate with each other at the requesting party's expense in the prosecution or defense of any Proceeding arising from or related to the Purchased Assets and involving one or more Third Parties (other than a dispute between Buyer or its Affiliates and Seller or its Affiliates). The party requesting such cooperation shall pay the reasonable, documented out-of-pocket expenses (excluding internal costs) incurred in providing such cooperation (including reasonable legal fees and disbursements) by the party providing such cooperation and by its Affiliates and its and their officers, members, directors, employees and agents.

**Section 6.6. Access to Records after the Closing.**

(a) For a period of six (6) years after the Closing Date, Seller and its representatives shall have reasonable access to all of the books and records of the Purchased Assets transferred to Buyer hereunder to the extent that such access may reasonably be required by Seller in connection with matters relating to or affected by the operations of the Purchased Assets prior to the Closing Date. Such access shall be afforded by Buyer upon receipt of reasonable advance notice and during normal business hours. Seller shall be solely responsible for any costs or expenses incurred by it pursuant to this Section 6.6(a). If Buyer shall desire to dispose of any of such books and records prior to the expiration of such six (6) year period, it

shall, prior to such disposition, give Seller a reasonable opportunity, at Seller's expense, to segregate and remove such books and records as Seller may select.

(b) For a period of six (6) years after the Closing Date, Buyer and its representatives shall have reasonable access to all of the books and records relating to the Purchased Assets which Seller may retain after the Closing Date. Such access shall be afforded by Seller upon receipt of reasonable advance notice and during normal business hours. Buyer shall be solely responsible for any costs and expenses incurred by it pursuant to this Section 6.6(b). If Seller shall desire to dispose of any of such books and records prior to the expiration of such six (6) year period, it shall, prior to such disposition, give Buyer a reasonable opportunity, at Buyer's expense, to segregate and remove such books and records as Buyer may select.

**Section 6.7. Repack Payment Reimbursements.** In the event that Buyer or any of its Affiliates receives Repack Payments, Buyer shall (a) promptly notify Seller thereof (including the amounts received) and promptly deliver to Seller copies of any documentation and communication with any Governmental Authority related thereto and (b) promptly (but in no event later than ten (10) Business Days following receipt of such amounts) pay such amounts to Seller by wire transfer of immediately available funds pursuant to wire instructions that Seller shall provide to Buyer.

## ARTICLE VII

### CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER AND BUYER

**Section 7.1. Conditions to Obligations of Each Party.** The obligations of Seller and Buyer to consummate the sale and purchase of the Purchased Assets contemplated hereby are subject to the satisfaction, at or prior to the Closing, of the following conditions (which may be waived, in whole or in part, to the extent permitted by applicable Law, by the mutual consent of Seller and Buyer):

(a) Regulatory Approval. The FCC Consent shall have been granted or obtained and be effective.

(b) Statutes and Injunctions. No Law or Order (whether temporary, preliminary or permanent) shall have been promulgated, entered, enforced, enacted or issued or be applicable to this Agreement by any Governmental Authority that prohibits or makes illegal the consummation of the Closing.

**Section 7.2. Conditions to Obligations of Buyer.** The obligations of Buyer to consummate the purchase of the Purchased Assets contemplated hereby shall be subject to the satisfaction, at or prior to the Closing, of the following conditions (which may be waived, in whole or in part, to the extent permitted by applicable Law, by Buyer):

(a) Representation and Warranties. (i) The representations and warranties of Seller contained in this Agreement, other than the Seller Fundamental Representations, and in any certificate delivered pursuant hereto shall be true and correct (without giving effect to any qualifiers or exceptions relating to "materiality" or "Material Adverse Effect" set forth in such

representations and warranties) on the Closing Date as though made on the Closing Date (except to the extent that they expressly speak as of a specific date or time other than the Closing Date, in which case they need only have been true and correct as of such specified date or time), except to the extent the failure of such representations and warranties to be true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and (ii) each of the Seller Fundamental Representations shall be true and correct on the Closing Date as though made on the Closing Date (except to the extent that they expressly speak as of a specific date or time other than the Closing Date, in which case they need only have been true and correct as of such specified date or time), except to the extent the failure of any such representation and warranty to be so true and correct is *de minimis* in nature.

(b) Performance of Obligations of Seller. Seller shall have performed in all material respects its covenants and obligations under this Agreement required to be performed by it at or prior to the Closing.

(c) Deliveries. Seller shall have delivered (or stand ready to deliver) to Buyer (i) a certificate, dated as of the Closing Date, signed by an executive officer of Seller and certifying as to the satisfaction of the conditions specified in Section 7.2(a) and Section 7.2(b) and (ii) the deliveries contemplated by Section 2.7.

**Section 7.3. Conditions to Obligations of Seller.** The obligations of Seller to consummate the sale of the Purchased Assets contemplated hereby shall be subject to the satisfaction, at or prior to the Closing, of the following conditions (which may be waived, in whole or in part, to the extent permitted by applicable Law, by Seller):

(a) Representations and Warranties. (i) The representations and warranties of Buyer contained in this Agreement, other than the Buyer Fundamental Representations, and in any certificate delivered pursuant hereto shall be true and correct (without giving effect to any qualifiers or exceptions relating to “materiality” set forth in such representations and warranties) on the Closing Date as though made on the Closing Date (except to the extent that they expressly speak as of a specific date or time other than the Closing Date, in which case they need only have been true and correct as of such specified date or time), except to the extent the failure of such representations and warranties to be true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Buyer to perform its obligations under this Agreement, and (ii) each of the Buyer Fundamental Representations shall be true and correct on the Closing Date as though made on the Closing Date (except to the extent that they expressly speak as of a specific date or time other than the Closing Date, in which case they need only have been true and correct as of such specified date or time), except to the extent the failure of any such representation and warranty to be so true and correct is *de minimis* in nature.

(b) Performance of Obligations of Buyer. Buyer shall have performed in all material respects its covenants and obligations under this Agreement required to be performed by it at or prior to the Closing Date.

(c) Deliveries. Buyer shall have delivered (or stand ready to deliver) to Seller (i) a certificate, dated as of the Closing Date, signed by an executive officer of Buyer and certifying as to the satisfaction of the conditions specified in Section 7.3(a) and Section 7.3(b), and (ii) the deliveries contemplated by Section 2.7.

## ARTICLE VIII

### INDEMNIFICATION

**Section 8.1. Survival.** All of the representations or warranties contained in this Agreement will survive the Closing until the fifteen (15) month anniversary of the Closing Date; provided that the Fundamental Representations shall survive until the third (3<sup>rd</sup>) anniversary of the Closing Date and the representations and warranties in Section 3.10 (Taxes) and Section 3.11 (Environmental Matters) shall survive until the date that is sixty (60) days after expiration of the applicable statute of limitations, except in each case, in the case of actual fraud by Seller or Buyer, as applicable. The covenants and agreements in this Agreement will survive until performed or otherwise in accordance with their terms set forth herein. No party shall have any liability to another party for any claim made following the applicable expiration date. Notwithstanding the foregoing, if a party provides a Claim Notice in accordance with Section 8.4 prior to the applicable expiration date, such claim shall survive until finally resolved. Buyer and Seller further acknowledge that the time periods set forth herein for the assertion of claims under this Agreement are the result of arms-length negotiation among the parties and that they intend for the time periods to be enforced as agreed by the parties.

**Section 8.2. Indemnification by Seller.** From and after the Closing and subject to Section 8.1, Seller shall indemnify and hold harmless the Buyer Group Members from and against any and all Losses imposed upon, or incurred or suffered by, any Buyer Group Member as a result of or arising out of:

- (a) any breach or inaccuracy of any of the representations and warranties of Seller contained in this Agreement;
- (b) any breach by Seller of, or any other failure of Seller to perform, any of its covenants, agreements or obligations pursuant to this Agreement; or
- (c) any of the Excluded Liabilities.

**Section 8.3. Indemnification by Buyer.** From and after the Closing and subject to Section 8.1, Buyer shall indemnify and hold harmless the Seller Group Members from and against any and all Losses imposed upon, or incurred or suffered by, any Seller Group Member as a result of or arising out of:

- (a) any breach or inaccuracy of any of the representations and warranties of Buyer contained in this Agreement;
- (b) any breach by Buyer of, or any other failure of Buyer to perform, any of its covenants, agreements or obligations in this Agreement; or

(c) any of the Assumed Liabilities and, except for claims in respect of which Seller is obligated to indemnify Buyer Group Members pursuant to Section 8.2, Buyer's (or any successor's or assignee's) operation, ownership and/or use of the Purchased Assets after the Closing Date.

#### **Section 8.4. Notice of Claims; Determination of Amount.**

(a) Any party seeking indemnification hereunder (the "Indemnified Party") shall give promptly to the party or parties, as applicable, obligated to provide indemnification to such Indemnified Party (the "Indemnitor") a written notice (a "Claim Notice") describing in reasonable detail the facts giving rise to the claim for indemnification hereunder and shall include in such Claim Notice (if then known) the amount or the method of computation of the amount of such claim, and a reference to the provision of this Agreement or any certificate delivered hereunder upon which such claim is based. Subject to Section 8.1, the failure of any Indemnified Party to give the Claim Notice promptly as required by this Section 8.4 shall not affect such Indemnified Party's rights under this ARTICLE VIII except to the extent such failure is actually prejudicial to the rights and obligations of the Indemnitor.

(b) In calculating any Loss there shall be deducted (i) any insurance recovery actually received in respect thereof; (ii) any recovery in respect thereof which is obtained from any other third Person (and no right of subrogation shall accrue hereunder to any such insurer or other third Person) and (iii) any Tax benefit realized by the Indemnified Party arising from such Loss.

(c) For the purposes of determining (i) whether any breach of any representation or warranty contained in this Agreement (other than the representations and warranties contained in Section 3.6) has occurred and (ii) the amount of Losses resulting from any such breach, the determination shall, in each case, be made without references to the terms "material," "materiality," "Material Adverse Effect," "material adverse effect" or other similar qualifications as to materiality (other than specific monetary thresholds) contained in any such representation or warranty.

(d) After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which an Indemnified Party shall be entitled under this ARTICLE VIII shall be determined: (i) by the written agreement between the Indemnified Party and the Indemnitor; (ii) by a final Order of any court of competent jurisdiction; or (iii) by any other means to which the Indemnified Party and the Indemnitor shall agree. The judgment or decree of a court shall be deemed final when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined. The Indemnified Party shall have the burden of proof in establishing the amount of Losses suffered by it.

(e) For the avoidance of doubt, this ARTICLE VIII provides for indemnification against Losses incurred or sustained by one or more of the Indemnified Parties whether in connection with a direct claim by any Indemnified Party or in respect of Losses incurred or sustained as a result of a third party claim.

#### **Section 8.5. Third Person Claims.**



(a) In the event an Indemnified Party provides the Indemnitor notice pursuant to Section 8.4 in respect of, arising out of or involving a claim or demand made by any third Person against the Indemnified Party (the “Third Person Claim Notice”), thereafter the Indemnified Party shall promptly deliver to the Indemnitor a copy of the Third Person Claim Notice and copies of all notices and documents (including court papers) received by the Indemnified Party relating to the third Person claim. Notwithstanding the foregoing, should a party be physically served with a complaint with regard to a third Person claim, the Indemnified Party must notify the Indemnitor with a copy of the complaint promptly after receipt thereof and shall deliver to the Indemnitor promptly after the receipt of such complaint copies of notices and documents (including court papers) received by the Indemnified Party relating to the third Person claim. Subject to Section 8.1, the failure of any Indemnified Party to promptly provide a Third Person Claim Notice as required by this Section 8.5 shall not affect such Indemnified Party’s rights under this ARTICLE VIII except to the extent such failure is actually prejudicial to the rights and obligations of the Indemnitor.

(b) In the event of the initiation of any legal proceeding against the Indemnified Party by a third Person, the Indemnitor shall have the sole and absolute right after the receipt of a Third Person Claim Notice, at its option and at its own expense, to be represented by counsel of its choice and to control, defend against, negotiate, settle or otherwise deal with any proceeding, claim, or demand which relates to any loss, liability or damage indemnified against hereunder; provided, however, that the Indemnified Party may participate in any such proceeding with counsel of its choice and at its expense. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such proceeding, claim or demand. Prior to the time the Indemnified Party is notified by the Indemnitor as to whether the Indemnitor will assume the defense of such proceeding, claim or demand, the Indemnified Party shall take all actions reasonably necessary to timely preserve the collective rights of the parties with respect to such proceeding, claim or demand, including responding timely to legal process. To the extent the Indemnitor elects not to defend such proceeding, claim or demand (or fails to confirm its election) within fifteen (15) days after the giving by the Indemnified Party to the Indemnitor of a Third Person Claim Notice, the Indemnified Party may retain counsel, reasonably acceptable to the Indemnitor, at the expense of the Indemnitor, and control the defense of, or otherwise deal with, such proceeding, claim or demand. Regardless of which party assumes the defense of such proceeding, claim or demand, the parties agree to cooperate with one another in connection therewith. Such cooperation shall include providing records and information that are relevant to such proceeding, claim or demand, and making each parties’ employees and officers available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder and to act as a witness or respond to legal process. Whether or not the Indemnitor assumes the defense of such proceeding, claim or demand, the Indemnified Party shall not admit any liability with respect to, or settle, compromise or discharge, such proceeding, claim or demand without the Indemnitor’s prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). The Indemnitor shall not consent to a settlement of, or the entry of any judgment arising from, any such proceeding, claim or demand without the Indemnified Party’s prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) unless such settlement or judgment (i) relates solely to monetary damages for which the Indemnitor shall be responsible and (ii) includes as an unconditional term thereof the release of the Indemnified Party from all liability with respect to such proceeding, claim or demand, in

which event no such consent shall be required. After any final judgment or award shall have been rendered by a court, arbitration board or administrative agency of competent jurisdiction and the time in which to appeal therefrom has expired, or a settlement shall have been consummated, or the Indemnified Party and the Indemnitor shall arrive at a mutually binding agreement with respect to each separate matter alleged to be indemnified by the Indemnitor hereunder, the Indemnified Party shall forward to the Indemnitor notice of any sums due and owing by it with respect to such matter and the Indemnitor shall pay all of the sums so owing to the Indemnified Party by wire transfer, certified or bank cashier's check within fifteen (15) days after the date of such notice.

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

(d) To the extent of any inconsistency between this Section 8.5 and Section 6.1(c) with respect to Taxes, the provisions of Section 6.1(c) shall control.

#### **Section 8.6. Limitations; Subrogation; Exclusive Remedies.**

(a) Seller shall not be required to indemnify and hold harmless any Buyer Group Members pursuant to Section 8.2(a) unless and until the aggregate amount of Buyer Group Members' Losses resulting from any breach or inaccuracy of the representations and warranties contained in this Agreement exceeds the Deductible, and then only to the extent of such Losses in excess of the Deductible; provided, however, that the cumulative indemnification obligation of Seller under Section 8.2(a) shall in no event exceed the Cap; provided, further, however, that the foregoing limitations shall not apply in connection with claims for actual fraud or breaches or inaccuracies of a Seller Fundamental Representation.

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

(c) In the case where the Indemnitor makes any payment to the Indemnified Party in respect of any Loss, the Indemnitor shall, to the extent of such payment, be subrogated to all rights of the Indemnified Party against any third Person in respect of the Loss to which



such payment relates. The Indemnified Party and the Indemnitor shall execute upon request all instruments reasonably necessary to evidence or further perfect such subrogation rights.

(d) Except for remedies that cannot be waived as a matter of law, claims arising from common law fraud with respect to the representations and warranties set forth herein or injunctive and provisional relief, if the Closing occurs, this ARTICLE VIII shall be the exclusive remedy for breaches of this Agreement (including any covenant, obligation, representation or warranty contained in this Agreement or in any certificate delivered pursuant to this Agreement) or otherwise relating to the subject matter of this Agreement, including any claims arising under any Environmental Laws.

**Section 8.7. No Special Damages; Mitigation.** Notwithstanding anything to the contrary contained in this Agreement, none of the parties hereto shall have any liability under any provision of this ARTICLE VIII (i) for any punitive or exemplary damages, except to the extent such damages are actually awarded to a third Person and (ii) any multiple, consequential, special or indirect damages, including loss of future profits, revenue or income, damages based on any multiple of revenue or income, diminution in value or loss of business reputation or opportunity or statutory damages relating to the breach or alleged breach, except to the extent such damages were reasonably foreseeable or to the extent such damages are actually awarded to a third Person. Each of the parties agrees to use commercially reasonable steps to mitigate their respective Losses upon and after becoming aware of any event or condition which could reasonably be expected to give rise to any Losses that are indemnifiable hereunder, including using its reasonable best efforts to obtain insurance proceeds in respect thereof.

**Section 8.8. Tax Treatment of Indemnification Payments.** All indemnification payments made under this Agreement shall be treated for Tax purposes only as an adjustment to the Purchase Price to the maximum extent permitted by applicable Law.

## ARTICLE IX

### TERMINATION

**Section 9.1. Termination.**

(a) This Agreement may be terminated at any time prior to the Closing:

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

(ii) by Seller, if a breach or failure to perform any of the covenants or agreements of Buyer contained in this Agreement shall have occurred, or there shall be any inaccuracy of any of the representations or warranties of Buyer contained in this Agreement, and such breach, failure to perform or inaccuracy either individually or in the aggregate would, if occurring or continuing on the Closing Date, give rise to the failure of a condition set forth in Section 7.3 to be satisfied, and such breach, failure to perform or inaccuracy if curable, is not cured by, on or before the earlier of (A) the Termination Date or (B) thirty (30) days following Buyer's receipt of written notice from Seller of such breach, failure to perform or inaccuracy, or which by its nature or timing cannot be cured prior to the Termination Date; provided, however, that Seller shall not have the

right to terminate this Agreement pursuant to this Section 9.1(a)(ii) if Seller is then in breach of any of its covenants or agreements contained in this Agreement or any of the representations or warranties of Seller contained in this Agreement shall be inaccurate, and, in any such case would give rise to the failure of a condition set forth in Section 7.2 to be satisfied;

(iii) by Buyer, if a breach or failure to perform any of the covenants or agreements of Seller contained in this Agreement shall have occurred, or there shall be any inaccuracy of any of the representations or warranties of Seller contained in this Agreement, and such breach, failure to perform or inaccuracy either individually or in the aggregate would, if occurring or continuing on the Closing Date, give rise to the failure of a condition set forth in Section 7.2 to be satisfied, and such breach, failure to perform or inaccuracy if curable, is not cured by, on or before the earlier of (A) the Termination Date or (B) thirty (30) days following Seller's receipt of written notice from Buyer of such breach, failure to perform or inaccuracy, or which by its nature or timing cannot be cured prior to the Termination Date; provided, however, that Buyer shall not have the right to terminate this Agreement pursuant to this Section 9.1(a)(iii) if Buyer is then in breach of any of its covenants or agreements contained in this Agreement or any of the representations or warranties of Buyer contained in this Agreement shall be inaccurate, and, in any such case would give rise to the failure of a condition set forth in Section 7.3 to be satisfied;

(iv) by Seller or Buyer, if (A) there shall be any Law that prohibits the consummation of the transactions contemplated by this Agreement or (B) any Governmental Authority of competent jurisdiction shall have issued a final and nonappealable Order permanently enjoining or otherwise prohibiting the consummation of the sale of the Purchased Assets contemplated by this Agreement; or

(v) by Seller or Buyer, if the Closing shall not have been consummated on or before the date that is the two (2) year anniversary of the date hereof (the "Termination Date"). Notwithstanding the foregoing, the right to terminate this Agreement under this Section 9.1(a)(v) shall not be available to any party if the failure of the Closing to occur by such date shall be due to (i) the failure of such party to perform or observe the covenants and agreements of such party set forth in this Agreement or (ii) delays in the processing of the FCC Applications or receipt of the FCC Consent as a result of the effects of the COVID-19 virus.

(b) The party desiring to terminate this Agreement pursuant to Section 9.1(a) (other than pursuant to Section 9.1(a)(i)) shall give written notice of such termination to the other party or parties, as applicable.

(c) In the event that this Agreement shall be terminated pursuant to Section 9.1(a), all further obligations of the parties under this Agreement (other than Section 6.4, this ARTICLE IX and ARTICLE X, which, in each case, shall remain in full force and effect notwithstanding such termination) shall be terminated without further liability of any party; provided that nothing herein shall relieve any party from liability for any breach of this Agreement.

## ARTICLE X

### MISCELLANEOUS

**Section 10.1. Amendment and Modification.** Subject to applicable Law, this Agreement may be amended, modified or supplemented in any and all respects by written agreement of Seller and Buyer at any time whether prior to or after the Closing with respect to any of the terms contained herein.

**Section 10.2. Waiver.** Subject to applicable Law, Buyer on the one hand, or Seller on the other hand, may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement of the other party or (c) waive compliance by the other party with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights, nor shall any single or partial exercise by any party of any of its rights under this Agreement preclude any other or further exercise of such rights or any other rights under this Agreement.

**Section 10.3. Expenses.** Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

**Section 10.4. Disclosure Schedule References.** All capitalized terms not defined in the Disclosure Schedule to this Agreement (the “Disclosure Schedule”) shall have the meanings assigned to them in this Agreement. The Disclosure Schedule shall, for all purposes in this Agreement, be arranged in numbered and lettered parts and subparts corresponding to the numbered and lettered sections and subsections contained in this Agreement. Each item disclosed in the Disclosure Schedule shall constitute an exception to or, as applicable, disclosure for the purposes of, the representations and warranties (or covenants, as applicable) to which it makes express reference and shall also be deemed to be disclosed or set forth for the purposes of every other part in the Disclosure Schedule relating to the representations and warranties (or covenants, as applicable) set forth in this Agreement to the extent a cross-reference within the Disclosure Schedule is expressly made to such other part in the Disclosure Schedule, as well as to the extent that the relevance of such item as an exception to or, as applicable, disclosure for purposes of, such other section of this Agreement is reasonably apparent from the face of such disclosure. The listing of any matter on the Disclosure Schedule shall not be deemed to constitute an admission by Seller or Buyer, as applicable, or to otherwise imply, that any such matter is material, is required to be disclosed by Seller or Buyer under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No disclosure in the Disclosure Schedule relating to any possible breach or violation by Seller or Buyer of any Contract or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In no event shall the listing of any matter in the Disclosure Schedule be deemed or interpreted to expand the scope of the representations, warranties, covenants or agreements set forth in this Agreement.

**Section 10.5. Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by facsimile (with confirmation of transmission), by email (with confirmation of receipt) or sent by a nationally recognized overnight courier service, such as Federal Express, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice made pursuant to this Section 10.5):

If to Buyer:

Mission Broadcasting, Inc.  
901 Indiana Ave  
Suite 375  
Wichita Falls, TX 76301-6719

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

Debevoise & Plimpton LLP  
919 Third Avenue  
New York, NY 10022  
Attention: Paul S. Bird  
Fax: (212) 521-7435  
Email: psbird@debevoise.com

If to Seller, to:

Sinclair Broadcast Group, Inc.  
10706 Beaver Dam Road  
Cockeysville, Maryland 21030  
Attention: Christopher S. Ripley and David B. Gibber  
Facsimile: (410) 568-1537  
Email: csripley@sbgstv.com and dbgibber@sbgstv.com

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

Fried, Frank, Harris, Shriver & Jacobson LLP  
One New York Plaza  
New York, NY 10004  
Attention: Philip Richter  
Facsimile: (212) 859-4000  
Email: philip.richter@friedfrank.com

**Section 10.6. Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, it being understood that each party hereto need not sign the same counterpart. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. Signatures delivered electronically or by facsimile shall be deemed to be original signatures.

**Section 10.7. Entire Agreement; No Third-Party Beneficiaries.** This Agreement (including the Exhibits hereto and the documents and the instruments referred to herein), the Disclosure Schedule, the Confidentiality Agreement, the Seller Ancillary Agreements, and the Buyer Ancillary Agreements, (a) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between Seller and Buyer with respect to the subject matter hereof and thereof and (b) are not intended to and do not confer any rights, benefits, remedies, obligations or liabilities upon any Person other than the parties, their respective successors and permitted assigns, and the Buyer Group Members and Seller Group Members pursuant to ARTICLE VIII.

**Section 10.8. Severability; Assignment.** If any term or other provision of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, so long as the economic and legal substance of the transactions contemplated hereby, taken as a whole, is not affected in a manner materially adverse to any party hereto. Upon such a determination, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, in whole or in part (whether by operation of Law or otherwise), without the prior written consent of the other party, and any such assignment without such consent shall be null and void. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

**Section 10.9. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to conflicts of laws principles that would result in the application of the Law of any other state.

**Section 10.10. Enforcement; Exclusive Jurisdiction.**

(a) The rights and remedies of the parties to this Agreement shall be cumulative with and not exclusive of any other remedy conferred hereby. The parties hereto agree that irreparable damage would occur and that the parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, including the obligations to consummate the Closing, the Seller Ancillary Agreements and the Buyer Ancillary Agreements, in the Court of Chancery of the State of Delaware or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any federal court located in the State of Delaware without proof of actual damages or otherwise (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties' rights in this Section 10.10 are an integral part of the

transactions contemplated hereby and each party hereby waives any objections to any remedy referred to in this Section 10.10.

(b) In addition, each of the parties (i) consents to submit itself, and hereby submits itself, to the personal jurisdiction of the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and agrees not to plead or claim any objection to the laying of venue in any such court or that any judicial proceeding in any such court has been brought in an inconvenient forum, (iii) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, and (iv) consents to service of process being made through the notice procedures set forth in Section 10.5.

**Section 10.11. Waiver of Jury Trial.** EACH OF THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 10.12. Disclaimer of Warranties.** Seller makes no representations or warranties with respect to any projections, forecasts or forward-looking information provided to Buyer. There is no assurance that any projected or forecasted results will be achieved. EXCEPT AS TO THOSE MATTERS EXPRESSLY COVERED BY THE REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT AND THE SELLER ANCILLARY AGREEMENTS AND THE CERTIFICATES DELIVERED BY SELLER PURSUANT TO SECTION 7.2, SELLER IS SELLING THE PURCHASED ASSETS ON AN “AS IS, WHERE IS” BASIS AND SELLER DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTIES WHETHER EXPRESS OR IMPLIED. SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NO IMPLIED WARRANTIES WHATSOEVER. Buyer acknowledges that neither Seller nor any of its representatives nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any memoranda, charts, summaries or schedules heretofore made available by Buyer or its representatives or Affiliates or any other information which is not included in this Agreement or the Schedules hereto, and neither Seller nor any of its representatives nor any other Person will have or be subject to any liability to Buyer, any Affiliate of Buyer or any other Person resulting from the distribution of any such information to, or use of any such information by, Buyer, any Affiliate of Buyer or any of their agents, consultants, accountants, counsel or other representatives. In making its determination to proceed with the transactions contemplated by this Agreement, Buyer and its Affiliates have relied solely on (a) the results of their own independent investigation and (b) the representations and warranties of Seller expressly and specifically set forth in this Agreement and the Seller Ancillary Agreements. Buyer and its

Affiliates expressly and specifically disclaim that they are relying upon or have relied upon any representation or warranty of any kind or nature, whether express or implied, not included in this Agreement or any Seller Ancillary Agreement that may have been made by any Person, and acknowledge and agree that Seller expressly and specifically disclaims any such other representations and warranties.

*[Remainder of Page Intentionally Left Blank]*

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

**SELLER**

SINCLAIR TELEVISION GROUP, INC.

DocuSigned by:

By:

*Chris Ripley*

Name: Christopher S. Ripley

Title: President & Chief Executive Officer



**BUYER**

MISSION BROADCASTING, INC.

By: Dennis Thatcher

Name: Dennis Thatcher

Title: President