

ASSET PURCHASE AGREEMENT
for the SALE of the BROADCAST TELEVISION STATION
WSNN-LD, Sarasota, Florida
by and between
CITADEL COMMUNICATIONS, LLC
and
NEXSTAR MEDIA INC.

Dated as of May 19, 2023

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT**, dated as of May 19, 2023 (this “Agreement”), by and between Citadel Communications, LLC, a Delaware limited liability company (“Seller”), on the one hand, and Nexstar Media Inc., a Delaware corporation (“Buyer”), on the other hand.

W I T N E S S E T H :

WHEREAS, Seller owns and operates the television broadcast station WSNN-LD -TV, Sarasota, Florida (the “Station”), pursuant to certain authorizations issued by the FCC; and

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

WHEREAS, Seller desires to retain ownership of the Station Premises, and upon Closing, the parties desire to enter into a lease of the Station Premises (“Station Premises Lease”); and

WHEREAS, simultaneously upon the execution and delivery of this Agreement, the parties desire to enter into a Local Marketing Agreement in the form attached hereto as Exhibit F (the “LMA”).

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 assets of the Station to any person whether by sale or issuance of securities, sale of assets, merger, consolidation, recapitalization, reorganization or otherwise.

“**Business**” means the business of the Station (and shall not include the Other Facilities).

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

“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. (eastern time) on the date immediately prior to the Closing Date.

“Deductible” means five thousand dollars (\$5,000).

“Employees” means, as of the relevant date, the individuals employed by Seller or any of its Affiliates exclusively in connection with the Business, all of whom as the date hereof are listed on Section 3.15(a) of the Disclosure Schedule; provided, however, that no such Person shall be considered an “Employee” for purposes of Section 2.6 or Section 6.2 if he or she is not employed by Seller or any of its Affiliates as of immediately prior to the Closing. For purposes of the foregoing, an individual shall not be considered “not employed” by virtue of the fact that he or she is on authorized leave of absence, sick leave, short term disability leave or military leave. Notwithstanding the foregoing, individuals on long term disability leave shall not be considered as “employed” for purposes of this Agreement.

“Employee Plan” means “employee benefit plan” within the meaning of ERISA Section 3(3), whether or not subject to ERISA, including, but not limited to, all equity or equity-based, change in control, bonus or other incentive compensation, disability, salary continuation, employment, consulting, indemnification, severance, retention, retirement, pension, profit sharing, savings or thrift, deferred compensation, health or life insurance, welfare, employee discount or free product, vacation, sick pay or paid time off agreements, arrangements, programs, plans or policies, and each other material benefit or compensation plan, program, policy, Contract, agreement or arrangement, whether written or unwritten, in each case, which Seller, as applicable, sponsors, maintains or contributes to, or is required to maintain or contribute to, for the benefit of any current or former Employee or independent consultant or contractor of the Business (any dependent or beneficiary thereof) or under or with respect to which Seller has any current or contingent material liability or obligation with respect to the Business, but in each case excluding any plan that is a “multiemployer plan” within the meaning of ERISA Section 3(37).

“Employment Agreement” means any written Contract of Seller or any of its Affiliates with any individual Employee pursuant to which Seller or any of its Affiliates has an actual or contingent liability to provide compensation and/or benefits in consideration for past, present or future services.

“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.

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

“ERISA Affiliate” of any entity means each Person that at any relevant time would be treated as a single employer with such entity for purposes of Section 4001(b)(1) of ERISA or Section 414(b), (c), (m) or (o) of the Code.

“Escrow Account” means the escrow account established in accordance with the Indemnification Escrow Agreement.

“Escrow Agent” means Citizen’s Financial Group, Inc.

“Escrow Agreement” means that certain escrow agreement, in substantially the form attached hereto as Exhibit D, to be entered into as of the Closing Date, by and among Buyer, Seller and the Escrow Agent.

“Escrow Amount” means \$50,000.

“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 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), Section 3.3 (Governmental Authorization), Section 3.4 (Non-Contravention), Section 3.13 (Taxes), Section 3.14 (Employee Benefit Plans), Section 3.16 (Environmental Matters) and Section 3.20 (No Finder).

“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.

“Intellectual Property” means any and all intellectual property rights throughout the world, whether registered or not, including all (a) patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals and extensions thereof) (collectively, **“Patents”**); (b) copyrights and rights in copyrightable subject matter in published and unpublished works of authorship (collectively, **“Copyrights”**); (c) 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”**); (d) registrations and applications for each of the foregoing; (e) rights, title and interests in all trade secrets and trade secret rights arising under common Law, state Law, federal Law or Laws of foreign countries, in each case to the extent any of the foregoing derives economic value (actual or potential) from not being generally known to other Persons who can obtain economic value from its disclosure or use (collectively, **“Trade Secrets”**); and (f) moral rights, publicity rights and any other intellectual property rights or other rights similar, corresponding or equivalent to any of the foregoing of any kind or nature.

“IRS” means the Internal Revenue Service.

“Knowledge” means (a) with respect to Seller, the actual knowledge, after reasonable inquiry, of Philip J. Lombardo or Ray Cole and (b) with respect to Buyer, the actual knowledge, after reasonable inquiry, of Thomas E. Carter or Randy Bradford.

“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 (including reasonable attorneys’ fees).

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

“Material Adverse Effect” means any. event, change, circumstance or effect that is materially adverse to the properties, operations, Business, financial condition or results of operations of the Station or to the Purchased Assets taken as a whole or on the ability of Seller to perform its material obligations under this Agreement, other than any event, change, circumstance or effect, directly or indirectly, arising out of or attributable to (a) matters affecting the broadcast television industry generally to the extent that the effects thereof are not disproportionately adverse to or on the Station; (b) an action required by this Agreement; (c) the public announcement of the transactions contemplated by this Agreement; (d) any act or omission taken with the prior consent of Buyer; (e) changes in Laws or generally accepted accounting principles (or the interpretation thereof); and (f) the commencement, escalation, or worsening of any war or armed hostilities or the occurrence of acts of terrorism or sabotage occurring after the date hereof affecting the United States.

“Multicast Agreement” means any Contract relating to programming for exhibition on the Station’s digital multicast or non-primary programming streams.

“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.

“MVPD Agreement” means any retransmission consent Contract with an MVPD that (x) is an online video platform or virtual multi-channel video programming distributor which retransmits one or more of the Station’s programming streams or (y) otherwise has more than 5,000 paid U.S. pay television subscribers in the Station’s Market.

“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 Facilities” means any radio or television broadcast company, broadcasting network, or communications tower of other communications facility owned and/or operated by Seller or any of its Affiliates (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 on the Balance Sheet, (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 on the Balance Sheet and that would not be individually or in the aggregate materially

adverse, provided such Liens are not resulting from any breach, violation or default by Seller of any Contract or Law (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 Real Property as currently used in the operation of the Business or materially and adversely impact the commercial value of 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 Real Property, (e) in the case of the Leased Real Property, (i) the rights of any lessor under the applicable written lease agreement or any Lien granted by any lessor, and (ii) any statutory lien for amounts that are not yet due and payable or are being contested in good faith by appropriate proceedings and for which appropriate reserves have been created in accordance with GAAP; and (f) Liens that will be discharged prior to or simultaneously with Closing.

“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, arbitration, mediation, audit or hearing (in each case, whether civil, criminal or administrative) commenced, brought, conducted or heard by or before any Governmental Authority.

“Program Rights” means rights to broadcast and rebroadcast television programs, feature films, shows or other television programming.

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

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

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

“Sharing Agreement” means a local marketing, joint sales, shared services or similar Contract.

“Station Premises” means that certain real property owned by Seller and located at 2040 6th Street, Sarasota, FL 34237.

“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.

“**Trade Agreement**” means any Contract, oral or written, other than film and program barter agreements, pursuant to which Seller has agreed to sell or trade commercial air time or commercial production services of the Station in consideration for any property or service in lieu of cash; provided, however, that Trade Agreements (and Assumed Liabilities with respect thereto) shall include only those Contracts for which the obligation in respect of the Station for commercial air time or commercial production services was agreed upon in the ordinary course of business.

“**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:

Term	Section
Active Employees	Section 6.2(a)
Agreement	Preamble
Appraisal	Section 2.9
Assignment and Assumption Agreement	Section 2.7(a)
Assignment of FCC Licenses	Section 2.7(a)
Assumed Liabilities	Section 2.3(a)

Term	Section
Balance Sheet	Section 3.5
Balance Sheet Date	Section 3.5
Bill of Sale	Section 2.7(a)
Broadcast Interruption	Section 5.9
Buyer	Preamble
Buyer Ancillary Agreements	Section 4.2
Buyer Fundamental Representations	Section 1.1
Buyer's 401(k) Plan	Section 6.2(c)
Channel Sharing Agreement	Section 3.17(a)(vi)
Claim Notice	Section 8.4(a)
Closing	Section 2.4
Closing Date	Section 2.4
Closing Date Adjustments	Section 2.6(a)
Collection Period	Section 6.4
Confidentiality Agreement	Section 5.4(b)
Copyrights	Section 1.1
Disclosure Schedule	Section 10.4
Employment Commencement Date	Section 6.2(a)
Enforceability Exceptions	Section 3.2
Excluded Assets	Section 2.2
Excluded Liabilities	Section 2.3(b)
409A Authorities	Section 3.14(f)
Inactive Employees	Section 6.2(a)
Incentive Auction & Repack	Section 3.8(h)
Indemnified Party	Section 8.4(a)
Indemnitor	Section 8.4(a)
Independent Accountant	Section 2.6(b)
Insolvent	Section 4.8
Marks	Section 1.1
Multi-Station Contract	Section 5.5
MVPD Agreement	Section 3.19
Patents	Section 1.1
Payment Date	Section 2.6(b)
Phase I Environmental Assessment	Section 5.8
PTO	Section 6.2(f)
Purchase Price	Section 2.5
Purchased Assets	Section 2.1
Purchased Intellectual Property	Section 2.1(d)
Real Property Leases	Section 3.11
Registered Intellectual Property	Section 3.12(a)
Representatives	Section 5.4(a)
Seller	Preamble
Seller Ancillary Agreements	Section 3.2
Seller's 401(k) Plan	Section 6.2(c)
Seller's Statement	Section 6.4

Term	Section
Station Agreement	Section 3.17(a)
Station	Recitals
Station Premises Lease	Recitals
Surveys	Section 5.7
LMA	Recitals
Tangible Personal Property	Section 2.1(c)
Termination Date	Section 9.1(a)(vi)
Third Person Claim Notice	Section 8.5(a)
Title Commitments	Section 5.7
Trade Secrets	Section 1.1
Transferred Employees	Section 6.2(a)

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 sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from Seller, pursuant to this Agreement, free and clear of all Liens (except for Permitted Liens), all of the right, title and interest of Seller in and to the assets and properties (excepting only the Excluded Assets of every kind and description, real, personal or mixed, tangible or intangible, then owned or held by Seller and used or held for use primarily in the Business (except as otherwise expressly set forth below) (herein collectively referred to as the “Purchased Assets”), including, all right, title and interest of Seller as of the Closing to the following (excepting only the Excluded Assets):

(a) (x) The FCC Licenses and (y) all other assignable Governmental Authorizations primarily related to the Station, and including any applications therefor and renewals or modifications thereof;

(b) Intentionally Omitted;

(c) All studio equipment, machinery, cameras, computers, computer equipment, servers, cables, auxiliary facilities, tower equipment, transmitters, transponders, broadcast equipment, distribution systems, amplifiers, microwave equipment, electrical devices, converters, testing equipment, generators, antennae, office materials and supplies, other supplies, prize inventory, other inventory (including all films, programs, records, tapes, recordings, compact discs, cassettes, spare parts and equipment), traffic systems, graphic systems, audio boards, production and news operation equipment, furniture, fixtures, hardware, tools, spare parts, vehicles, all architects’, engineers’, surveyors’ and other real estate professionals’ plans, specifications, certifications, data or other technical descriptions, reports or audits, and other tangible personal property owned, leased, used or held for use by Seller primarily in the Business (“Tangible Personal Property”), including without limitation the items set forth on Section 2.1(c) of the Disclosure Schedule, except for any retirements or dispositions thereof made between the date hereof and the Closing in accordance with Section 5.1;

(d) All Intellectual Property owned by Seller and used or held for use primarily in the Business (the “Purchased Intellectual Property”), including the Station’s call sign and the domain names and Marks set forth on Section 2.1(d) of the Disclosure Schedule;

(e) Subject to Section 5.5, (i) all Contracts of Seller to the extent such Contracts are primarily for the sale or barter of broadcast time on the Station for advertising purposes; (ii) all Contracts of Seller to the extent such Contracts are for the purchase, lease or license, as applicable, of merchandise, supplies, software, systems, equipment, towers, or other tangible personal property, or for the receipt of services, in each case used or held for use primarily in the Business; (iii) all non-competition, non-solicitation, and/or confidentiality agreements to the extent

pertaining to the Station or the Business; (iv) the Real Property Leases and the Contracts under which Seller has subleased any real property subject to a Real Property Lease; (v) all other Contracts listed in Section 3.17(a) of the Disclosure Schedule; and (vi) any other Contracts entered into by Seller primarily for the Business which (A) was entered into prior to the date hereof and is of the general nature described in clauses (ii), (iii), (iv), (vii) or (x) of Section 3.17(a), but which, by virtue of the threshold amounts or other specific terms set forth in such subsections, is not required to be listed in Section 3.17(a) of the Disclosure Schedule or (B) is entered into after the date hereof consistent with the provisions of Section 5.1;

(f) All claims or causes of action of Seller 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;

(g) Subject to the LMA and prorations and adjustments set forth in Section 2.6, all of Seller's accounts receivable relating to the operation of the Station remaining on the books of Seller at the Closing.

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

(i) All books and records of Seller that relate primarily to the Business, including all files, logs, programming information and studies, technical information and engineering data, news and advertising studies or consulting reports, client/advertiser lists, sales and audience data, credit and sales reports and sales correspondence primarily relating to the Business, and further including all personnel files with respect to all Transferred Employees, but excluding records relating to Excluded Assets or the Other Facilities;

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

(k) Websites, social media accounts and mobile apps owned or held by Seller and its Affiliates that are associated with the Station and used primarily in the Business.

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

(a) Any cash or cash equivalents (including any marketable securities or certificates of deposit but excluding any security deposits included as Purchased Assets), of Seller, other than petty cash held at the Station;

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

(c) All Tangible Personal Property of Seller, as applicable, sold, transferred, retired or otherwise disposed of between the date of this Agreement and the Closing not as a result of a violation of Section 5.1;

(d) Any Contract that (i) is not a Purchased Asset, or (ii) by its terms, terminates or expires (and is not renewed or extended by Seller or any of its Subsidiaries) prior to the Closing, in each case, including, but not limited to, the items listed on Section 2.2(e) of the Disclosure Schedules;

(e) 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 Business, 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;

(f) 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 assets, properties or operations of the Business prior to the Closing Date, but excluding any such rights, claims or causes of action to the extent relating to the Assumed Liabilities and included as Purchased Assets pursuant to Section 2.1(f));

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

(h) 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 Business;

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

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

(k) All real and personal, tangible and intangible assets of Seller or any of its Subsidiaries that are used or held for use in any respect in the operation of the Other Facilities (including, without limitation, any such assets that are used both in the operation of the Station and in the operation of the Other Facilities other than such assets used primarily in the operation of the Station);

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

(m) 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;

(n) Other than as set forth in Section 6.2, all of the benefit or compensation agreements, plans or arrangements sponsored or maintained by Seller (including, without limitation, all Employee Plans) and any assets of any such agreements, plans or arrangements;

(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;

(p) Any other assets of Seller or any of its Subsidiaries that are not primarily used or held for use in the Business;

(q) The Station Premises; and

(r) Seller's Tiverton, RI, communications tower and associated Antenna Structure Registration Number 1023324.

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, 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 operation of the Station, including the owning or holding of the Purchased Assets, on and after the Closing Date;

(ii) Subject to Section 5.5, all liabilities and obligations under the Station Agreements and other Contracts included as Purchased Assets, in each case, for the avoidance of doubt, only 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;

(iii) 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

(iv) Liabilities arising out of Buyer's operation of the Station under the LMA;

(v) All liabilities and obligations of Buyer or its Affiliates pursuant to Section 6.2 or, to the extent prorated, 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 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, and (C) all Transfer Taxes pursuant to Section 6.1;

(ii) Other than as set forth in Section 6.2 or prorated pursuant to Section 2.6, any of the liabilities or obligations under the benefit or compensation agreements, plans or arrangements sponsored or maintained by Seller or its Affiliates (including, without limitation, all Employee Plans and any commitments by or behalf of Seller or any of its Subsidiaries to grant, pay or settle any long-term incentive or equity award or retention, transaction or other special bonus to any current or former employee of the Business);

(iii) Any intercompany payables of the Business owing to Seller or its Affiliates, as applicable;

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

(v) 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 in respect of events that occurred prior to the Closing;

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

(vii) Any liabilities or obligations arising with, or relating to, any of the Excluded Assets or to any Employees who are not Transferred Employees; and

(viii) 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 on 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 such other time as may be determined by mutual agreement of Seller and Buyer, by the exchange of signed documents by email. 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 one million dollars (\$1,000,000), 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 less the Escrow Amount, which shall be paid to the Escrow Agent.

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) Subject to the LMA, all income and expenses arising from the Purchased Assets and the Assumed Liabilities, including, without limitation, prepaid expenses, Prorated Taxes, annual regulatory fees payable to the FCC, accounts receivable, 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. [Bank fees and charges related to the Escrow Account shall be divided equally between Buyer and Seller.] Without limiting the foregoing, the portion of accrued vacation and personal time (but not sick leave) for Transferred Employees that is accrued by Seller for periods on or prior to the Closing Date shall, to the extent usable after Closing under the policy of Buyer, be included in prorations under this Section 2.6. Notwithstanding anything in this Section 2.6 to the contrary and subject to the LMA, (i) except as set forth herein, with respect to Trade Agreements for the sale of time for goods or services assumed by Buyer, if at the Cutoff Time, the Trade Agreements have an aggregate negative balance (i.e., the amount by which the value of air time the Station is obligated to provide after the Cutoff Time exceeds the fair market value of corresponding goods and services to be received by the Station after such date), there shall be no proration or adjustment, unless the aggregate negative balance of the Station’s Trade Agreements exceeds \$10,000, in which event only such excess shall be treated as prepaid time sales of the Station, and adjusted for as a proration in Buyer’s favor, (ii) there shall be no proration under this Section 2.6 to the extent there is an aggregate positive balance with respect to the Station’s Trade Agreements, (iii) there shall be no proration under this Section 2.6 for Program Rights agreements except to the extent that any payments or performance due under such Program Rights agreements relate to a payment period that straddles the Cutoff Time, in which case the amount payable in the payment period will be prorated based on the number of days in such period and (iv) there shall be no proration for the obligations of Buyer set forth in Section 6.2(c).

(c) At least five (5) 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); provided, that Buyer may elect to have any amount to be paid to it pursuant to this Section 2.6(c) be settled from the Escrow Account. 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 the parties shall use reasonable best efforts to cause such resolution to be rendered within thirty (30) days after such submission. The party obligated to make payment pursuant to the final resolution of the dispute by the Independent Accountant will do so within five (5) Business Days after such resolution; provided, that Buyer may elect to have any amount to be paid to it pursuant to this Section 2.6 be settled from the Escrow Account.

All payments made pursuant to this Section 2.6 shall be treated for Tax purposes only as an adjustment to the Purchase Price to the maximum extent permitted by applicable Law.

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 in the form of Exhibit A (“Bill of Sale”) and Assignment and Assumption Agreement in the form of Exhibit B (“Assignment and Assumption Agreement”), providing for the conveyance of all of the Purchased Assets (other than 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 C (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) duly executed counterparts of the Indemnification Escrow Agreement, a copy of which is attached as Exhibit D, (iv) duly executed counterparts of the Station Premises Lease, in the form of Exhibit E, (v) 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, (vi) the certificate required to be delivered by Seller pursuant to Section 7.2(c)(i), and (vii) a certificate executed by Seller certifying the due authorization of this Agreement and the Seller Ancillary Agreements, together with copies

of Seller's authorizing resolutions, (viii) endorsed vehicle titles conveying the vehicles (if any) included in the Tangible Personal Property to Buyer, (ix) all consents that are conditions to Closing hereunder, and all other consents and estoppel certificates obtained by Seller, (x) customary payoff letters and other appropriate documents necessary to release all Liens (except for Permitted Liens) on the Purchased Assets and (xi) 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; (B) the Assignment and Assumption Agreement, (C) the Assignment of FCC Licenses, (D) the Indemnification Escrow Agreement, and (E) the Station Premises Lease; (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), (v) a good standing certificate issued by Buyer's jurisdiction of formation, (vi) a certificate executed by Buyer certifying the due authorization of this Agreement and the Buyer Ancillary Agreements, together with copies of Buyer's authorizing resolutions, and (vii) such other documents and instruments as are reasonably necessary to consummate the transactions contemplated hereby.

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) Seller shall use commercially reasonable efforts to obtain the consents necessary to assign the Station Agreements and any other Contracts to Buyer and to obtain customary estoppel certificates (in a form reasonably acceptable to Buyer) from the lessors under the Real Property Leases. To the extent that any Station Agreement or other 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 commercially reasonable 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, the relevant Contract shall be automatically transferred, assigned, conveyed and delivered to Buyer 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 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 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 Business, 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 Business or 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 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 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 the Business or 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 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, 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

Seller represents and warrants to Buyer that:

Section 3.1. Corporate Existence and Power. Seller is a limited liability company duly incorporated, validly existing and in good standing under the Laws of the State of Delaware. Seller has all corporate or similar power and authority to operate the Station as now operated by it, to use the Purchased Assets as now used by it and to carry on the Business as now conducted by it.

Section 3.2. Corporate Authorization. Seller has all requisite corporate power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Seller 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 the Seller Ancillary Agreements by Seller, 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 and no other corporate or similar proceeding on the part of Seller is necessary to authorize the execution and delivery of this Agreement and the Seller Ancillary Agreements, the performance by Seller 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 enforceable against Seller 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 by Seller of this Agreement and each of the Seller 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 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.

Section 3.4. Non-Contravention. The execution and delivery of this Agreement and the Seller Ancillary Agreements by Seller and the performance of its obligations hereunder and thereunder do not and will not, assuming the authorizations, consents and approvals referred to in 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 Station Agreement or any indenture, note, mortgage, lease or guaranty to which Seller or any of its Subsidiaries is party or which is binding upon Seller or any of its Subsidiaries, any of the Purchased Assets or any license, franchise, permit, certificate, approval or other similar authorizations affecting the Business, in each case, for the avoidance of doubt, other than any Contract set forth in Section 2.2(d) of the Disclosure Schedules, or (d) result in the creation or imposition of any Lien, other than any Permitted Lien, on any of the Purchased Assets.

Section 3.5. Financial Statements. Section 3.5 of the Disclosure Schedule contains (a) the unaudited balance sheets of the Business with respect to the Station as of December 31, 2022, and March 31, 2023, and the related unaudited statements of income for the periods then ended and (b) the unaudited balance sheet of the Business with respect to the Station as of December 31, 2022, and March 31, 2023 (the "Balance Sheet" and such date, the "Balance Sheet Date") and the related unaudited statement of income for the year then ended. Each of such balance sheets and statements of income (i) has been prepared in accordance with GAAP consistently applied, (ii) is true, correct and complete, (iii) fairly presents in all material respects the net assets, financial position and results of operations of the Business with respect to the Station as of its respective date and for the respective period covered thereby and (iv) has been derived from the books and records of Seller relating to the Business. The financial books and records of Seller relating to the Business have been properly and accurately maintained and have been maintained in accordance with sound business practices.

Section 3.6. Absence of Certain Changes.

(a) Since December 31, 2022, 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.

(b) Since December 31, 2022, through the date of this Agreement, except for events giving rise to and the discussion and negotiation of this Agreement, the Business has been conducted in all material respects in the ordinary course of business consistent with past practice.

Section 3.7. No Undisclosed Material Liabilities. There are no liabilities or obligations of the Business that would be required by GAAP to be reflected on the balance sheet of the Station prepared in accordance with GAAP (including the notes thereto), other than (a) liabilities or obligations disclosed, reflected, reserved against or otherwise provided for in the Balance Sheet or in the notes thereto, (b) liabilities or obligations incurred in the ordinary course of business since the Balance Sheet Date, and (c) liabilities or obligations arising out of the preparation, negotiation and consummation of the transactions contemplated by this Agreement or to be performed in the ordinary course of business pursuant to the Station Agreements or other Contracts included in the Purchased Assets.

Section 3.8. Compliance with Laws and Court Orders; Governmental Authorizations.

(a) Seller operates and, has operated the Station in compliance in all material respects with all Laws and Orders applicable to the Station, and to the Knowledge of Seller, Seller is not under investigation by any Governmental Authority with respect to any violation of any Law or Order applicable to the Station.

(b) Seller holds or possesses all material Governmental Authorizations necessary for the ownership and operation of the Station as presently conducted, and each such Governmental Authorization is in full force and effect. Seller is and has been in compliance in all material respects with the terms of all Governmental Authorizations necessary for the ownership and operation of the Station as presently conducted. Seller has not received written notice from any Governmental Authority alleging any conflict with or breach of any such Governmental Authorization necessary for the ownership and operation of the Station as presently conducted. There are no material Governmental Authorizations other than the FCC Licenses.

(c) 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.

(d) Section 3.8 of the Disclosure Schedule sets forth a list of each of the FCC Licenses held by Seller or any of its Subsidiaries. The FCC Licenses set forth on Section 3.8 of the Disclosure Schedule constitute all of the FCC Licenses and all other assignable Governmental Authorizations issued by the FCC primarily related to the Station, and 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 3.8 of the Disclosure Schedule and are not subject to any 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 3.8 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 order to show cause, notice of violation, notice of apparent liability or order of forfeiture, in each case, against the Station or against Seller with respect to the Station.

(e) Seller is qualified under the Communications Act and the FCC Rules to assign the FCC Licenses to Buyer. There are no facts or circumstances relating specifically to the Station or Seller that would reasonably be expected to result in the FCC's refusal to grant the FCC Consent or materially delay the receipt of the FCC Consent, and to the Knowledge of Seller, there is no reasonable cause to expect that the FCC Applications would be challenged by the FCC or, absent a petition to deny or other objection filing against the FCC Applications, not be granted by the FCC in the ordinary course due to any fact or circumstance specifically relating to Seller, the Business or the FCC Licenses.

(f) Seller (i) operates and has operated the Station in compliance in all material respects with the Communications Act and the FCC Rules and the applicable FCC Licenses and (ii) has 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) has paid or caused to be paid all FCC regulatory fees due in respect of the Station and (iv) has 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.

(g) There are no applications, petitions, Proceedings, or other actions, complaints or investigations, pending or, to the Knowledge of Seller, threatened before the FCC relating to the Station, other than Proceedings affecting broadcast stations generally. Neither Seller, 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.

(h) Seller has completed all obligations with respect to the Station required in connection with the broadcast incentive auction, reassignment and repack conducted by the FCC 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 there are no further actions to be taken or required to be taken by Seller or Buyer with respect the Station's channel reassignment. Seller shall be solely responsible for obtaining any reimbursement of repack costs from the FCC.

Section 3.9. Litigation. There is no (a) Proceeding pending or, to the Knowledge of Seller, threatened against Seller with respect to the Business or the Station by or before any Governmental Authority or (b) Order against Seller with respect to the Business or the Station.

Section 3.10. All Assets; Title; Tangible Personal Property.

(a) The Purchased Assets constitute all the assets and properties, whether tangible or intangible, whether personal, real or mixed, wherever located, that are used or held for use by

Seller primarily in the operation of the Station, except the Excluded Assets. The Purchased Assets together with the Station Premises Lease (once duly executed by both Buyer and Seller) are sufficient to permit Buyer to operate the Station as currently operated by Seller.

(b) Seller has good and valid title or a valid leasehold interest in all of the Purchased Assets free and clear of all Liens, except for Permitted Liens.

(c) Section 2.1(c) of the Disclosure Schedule contains a list of all material items of Tangible Personal Property. Each item of Tangible Personal Property is in good operating condition and repair (ordinary wear and tear excepted), is free from material defect or damage, is functioning in the manner and purposes for which it was intended and has been maintained in accordance with industry standards.

Section 3.11. Properties.

(a) Section 3.11(a) of the Disclosure Schedule sets forth a list of the leases, subleases or other occupancies to which Seller is a party as tenant for real property primarily for use in the Business (the “Real Property Leases”). Seller owns no real property that is primarily used in the Business, except the Station Premises.

(b) Intentionally Omitted.

(c) Seller (i) has valid leasehold title to each real property subject to a Real Property Lease, sufficient to allow Seller to conduct the Business as currently conducted, (ii) each Real Property Lease is valid, binding and in full force and effect, subject to the Enforceability Exceptions, and (iii) neither Seller nor, 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.

(d) The Real Property Leases provide, sufficient access to the Station’s facilities without need to obtain any other access rights.

Section 3.12. Intellectual Property.

(a) Section 3.12(a) of the Disclosure Schedule lists the Marks, Copyrights and Patents that are registered, issued or subject to an application for registration or issuance that are included in the Purchased Intellectual Property (the “Registered Intellectual Property”). The Registered Intellectual Property is subsisting and to the Knowledge of Seller, where registered, valid and enforceable. The Purchased Intellectual Property is owned by Seller free and clear of all Liens, except for Permitted Liens. Seller owns or has the right to use the Intellectual Property necessary for or material to the conduct of the Business.

(b) To the Knowledge of Seller, the conduct of the Business does not infringe, violate or misappropriate, and has not infringed, violated or misappropriated, any Intellectual Property of any other Person. There is no pending or, to the Knowledge of Seller, threatened Proceeding against Seller alleging any such infringement, violation or misappropriation. To the Knowledge of Seller, no Person is infringing, violating or misappropriating any Purchased Intellectual Property.

(c) Seller has taken commercially reasonable actions to maintain the (i) Registered Intellectual Property (other than applications) and (ii) secrecy of the Trade Secrets that are included in the Purchased Intellectual Property.

Section 3.13. Taxes.

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

(b) All Taxes (whether or not reflected on such Tax Returns) required to be paid by the Business or 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 Business or 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 Business or 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.

(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 Business or the Purchased Assets claiming that Seller or such Subsidiary, as applicable, is or may be subject to taxation by that jurisdiction.

Section 3.14. Employee Benefit Plans.

(a) Section 3.14(a) of the Disclosure Schedule contains a correct and complete list identifying each material Employee Plan.

(b) Each Employee Plan has been maintained, funded, administered and operated in accordance with its terms and in compliance in all material respects with the requirements of applicable Law. Seller has not incurred nor is it reasonably expected to incur or to be subject to any material Tax or other penalty under Section 4980B, 4980D or 4980H of the Code in respect of any Employee or Employee Plan.

(c) Each Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a determination or opinion letter from the IRS that it is so qualified and each related trust that is intended to be exempt from federal income taxation under Section 501(a) of the Code has received a determination or opinion letter from the IRS that it is so exempt and, to the Knowledge of Seller, no fact or event has occurred since the date of such letter or letters from the IRS that could reasonably be expected to adversely affect the qualified status of any such Employee Plan or the exempt status of any such trust.

(d) Neither Seller nor any of its ERISA Affiliates maintains, contributes to, or sponsors (or has in the past six (6) years maintained, contributed to, or sponsored) a “multiemployer plan” (as defined in Section 3(37) or Section 4001(a)(3) of ERISA) in respect of the Business or for the benefit of any Employees. Section 3.14(d) of the Disclosure Schedule lists each Employee Plan that is a plan subject to Title IV of ERISA. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) no Employee Plan is in “at risk status” as defined in Section 430(i) of the Code, (ii) no Employee Plan has any accumulated funding deficiency within the meaning of Section 412 of the Code or Section 302 of ERISA, whether or not waived and (iii) no liability under Title IV of ERISA has been incurred by Seller or any of their respective ERISA Affiliates that has not been satisfied in full, and no condition exists that presents a risk to Seller or any of its ERISA Affiliates of incurring or being subject (whether primarily, jointly or secondarily) to a liability (whether actual or contingent) thereunder.

(e) The consummation of the transactions contemplated hereby will not, either alone or in combination with another event, (i) result in any payment becoming due, accelerate the time of payment or vesting, or increase the amount of compensation (including severance) due to any current or former Employee, (ii) result in any forgiveness of indebtedness with respect to any current or former Employee or independent consultant or contractor of the Business, trigger any funding obligation under any Employee Plan or impose any restrictions or limitations on Seller’s rights to administer, amend or terminate any Employee Plan or (iii) result in the acceleration or receipt of any payment or benefit (whether in cash or property or the vesting of property) by Seller to any “disqualified individual” (as such term is defined in Treasury Regulations Section 1.280G-1) that would reasonably be expected, individually or in combination with any other such payment, to constitute an “excess parachute payment” (as defined in Section 280G(b)(1) of the Code). Seller has no obligation to provide any gross-up payment to any Employee with respect to any income Tax, additional Tax, excise Tax or interest charge imposed pursuant to Section 409A or Section 4999 of the Code.

Section 3.15. Employees; Labor Matters.

(a) Section 3.15(a) of the Disclosure Schedule contains: (i) a list of all full-time, part-time and per diem employees of Seller as of the date of this Agreement whose employment relates exclusively to the Business; and (ii) each such Employee’s (A) job title, (B) date of hire and (C) current rate of compensation.

(b) In respect of the Business or any of the Employees, (i) Seller is not a party to or bound by any collective bargaining agreement or other Contract with any labor union or labor organization, (ii) no labor union, labor organization, or group of employees of Seller has made a demand for recognition or certification, and there are no, and there have not been any, representation or certification proceedings or petitions seeking a representation proceeding presently pending or, to the Knowledge of Seller, threatened in writing to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority with respect to any individuals employed by Seller and (iii) to the Knowledge of the Seller, there are no ongoing or threatened union organization or decertification activities relating to employees of Seller, and to the Knowledge of the Seller, no such activities have occurred since January 1, 2020.

(c) There is no pending or, to the Knowledge of Seller, threatened strike or labor dispute against or involving the Station or any Employee. There is no unfair labor practice, complaint or grievance or other administrative or judicial complaint, charge, action or investigation pending or, to the Knowledge of Seller, threatened in writing against Seller by or before the National Labor Relations Board or any other Governmental Authority with respect to any present or former Employee or independent contractor of the Business.

(d) Seller, in respect of the Business and the Employees, has complied in all material respects with all applicable Laws relating to employment of labor, including all applicable Laws relating to wages, hours, collective bargaining, employment discrimination, civil rights, safety and health, workers' compensation, pay equity, classification of employees, immigration, and the collection and payment of withholding and/or social security Taxes.

(e) Neither Seller nor any of its Subsidiaries has implemented any employee layoffs or plant closures with respect to the Business that did not comply in all material respects with all notice and payment obligations under the Worker Adjustment and Retraining and Notification Act of 1988, 29 U.S.C. § 2101, et seq., as amended or any similar foreign, state or local law.

Section 3.16. Environmental Matters. Seller is, with respect to the Business and the Purchased Assets, and has been, in compliance in all material respects with all applicable Environmental Laws and Environmental Permits. No notice of violation or other notice has been received by Seller alleging any violation of, or liability arising out of, any Environmental Law with respect to the Business or the Purchased Assets. No Proceeding is pending or, to the Knowledge of Seller, threatened against Seller with respect to the Business or the Purchased Assets under any Environmental Law. Seller has not, and to the Knowledge of Seller, no other Person has, released, disposed or arranged for disposal of, or exposed any Person to, any Hazardous Substances with respect to the Purchased Assets. Seller has delivered to Buyer true and complete copies of all environmental reports and assessments in its possession that are applicable to the Real Property or the other Purchased Assets

Section 3.17. Material Contracts.

(a) Section 3.17(a) of the Disclosure Schedule sets forth, as of the date of this Agreement, a correct and complete list of each of the following types of Contracts related to the Business or the Station to which Seller is a party, or by which any of its properties or assets is bound:

- (i) any Contract that is a joint venture, partnership, limited liability company or similar agreement that is material to, and primarily related to, the Business;
- (ii) any Contract relating to Program Rights that is primarily related to the Business;
- (iii) any network affiliation Contract, Multicast Agreement or similar Contract;
- (iv) any Contract that is a Sharing Agreement and any related option agreement;

(v) any Contract that is a channel sharing agreement with a Third Party or parties with respect to the sharing of spectrum for the operation of two (2) or more separately owned television stations or similar Contract primarily related to the Business (a “Channel Sharing Agreement”);

(vi) any Employment Agreement;

(vii) any Contract (other than those for Program Rights) primarily related to the Business pursuant to which the Seller has sold or traded commercial air time in consideration for property or services with a value in excess of \$5000 in lieu of or in addition to cash;

(viii) any MVPD Agreement;

(ix) any Real Property Lease; and

(x) any Contract not otherwise disclosed in clauses (i) through (ix) above (other than those for Program Rights) that primarily relates to the Business and under which it was reasonably expected that Seller or any of its Subsidiaries would make annual payments of \$10,000 or more during a calendar year, except for those Contracts that can be cancelled by Seller without cause on less than ninety (90) days’ notice; and

Each Contract of the type described in clauses (i) through (x) is referred to herein as a “Station Agreement”. Section 3.17(a) of the Disclosure Schedule also identifies which Contracts require consent or notice to assign to Buyer.

(b) Each Station Agreement is valid and binding on Seller 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. Seller has performed its obligations under each of the Station Agreements in all material respects. Neither Seller, nor to the Knowledge of Seller any other party to a Station Agreement, is in violation of or in default under any provision of such Station Agreement in any material respect. There are no Station Agreements between Seller and any Affiliate of Seller. True and complete copies of the Station Agreements and all amendments thereto have been provided to Buyer prior to the date of this Agreement.

Section 3.18. Insurance. Each of the insurance policies and arrangements relating to the Business are in full force and effect. As of the date of this Agreement, Seller has not 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 3.19. MVPD Matters. To the Knowledge of Seller, Seller has entered into MVPD Agreements with respect to each MVPD which retransmits one or more of the Station’s programming streams. Since January 1, 2022, and until the date hereof, with respect to MVPDs carrying the Station’s signal, (a) no such MVPD has provided written notice to Seller or the Station of any material signal quality issue or has failed to respond to a request for carriage or, to the Knowledge of Seller, sought any form of relief from carriage of the Station from the FCC, (b) Seller has not received any written notice from any such MVPD of such MVPD’s intention to

delete the Station from carriage and (c) Seller has not received written notice of a petition seeking FCC modification of the Market in which the Station is located.

Section 3.20. 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

Buyer represents and warrants to Seller as follows:

Section 4.1. Existence and Power. 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.

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 thereby. 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 and the Buyer Ancillary Agreements, the performance by Buyer of its obligations hereunder and thereunder and 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 and the Buyer Ancillary Agreements by Buyer, 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 4.3 are obtained (a) conflict with or breach any provision of the organizational documents of Buyer, or (b) conflict with or breach any provision of any Law or Order.

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 pending 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. Qualifications as FCC Licensee. 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.

Section 4.7. 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.

Section 4.8. Solvency. Seller is not currently Insolvent or the subject of bankruptcy or any similar proceeding, nor will Seller be rendered Insolvent by the transaction contemplated by this Agreement. As used in this Section 4.18, "Insolvent" means that the sum of the liabilities of the Seller exceeds the fair present value of the Assets and the Excluded Assets. The Seller is not entering into this Agreement with the intent to defraud, hinder or delay any other party from collecting on a liability of the Seller.

ARTICLE V

ACTIONS PRIOR TO THE CLOSING DATE

Section 5.1. Conduct of Business. The parties shall, at the time of execution of this Agreement, execute the LMA. 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, subject to the LMA, or as required by applicable Law, Seller shall, and shall cause its Subsidiaries to, (i) conduct the Business in the ordinary course of business in all material respects consistent with past practices (except where such conduct would conflict with the following covenants or with Seller's other obligations under this Agreement), (ii) operate the Station in accordance with the FCC Licenses and maintain the FCC Licenses in full force and effect, (iii) use reasonable best efforts to preserve intact in all material respects the Business, the Purchased Assets and relationships with customers, suppliers and others having business dealings related to the Business, (iv) operate the Station in compliance in all material respects with applicable Law and (v) use reasonable best efforts to preserve the relationships of the Business with its employees in accordance with the ordinary course of business and consistent with past practice. Without limiting the generality of

the foregoing, and subject to the terms and conditions of the LMA, 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, or as required by applicable Law, Seller shall not:

(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 sales, assignments, licenses, leases, transfers, abandonments, Liens or other dispositions that are in the ordinary course of business and are of items which are not material to the Business, and are replaced by assets of comparable or superior kind, condition and value (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), (ii) for those Contracts that can be cancelled by Seller without cause (and without penalty) on less than ninety (90) days' notice or (iii) as permitted by Section 5.1(c)(i), (A) amend or modify 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 Station Agreement, (B) enter into any Contract that would constitute a Station Agreement if in effect on the date hereof (excluding Contracts with a term of ninety (90) days or less) or (C) waive, release or assign any material rights, claims or benefits, or grant any material consent, under any Station Agreement; provided that in no event shall Seller take any action covered by this Section 5.1(b) with respect to any Station Agreement (x) that is or would be a network affiliation agreement, Multicast Agreement, Sharing Agreement or Channel Sharing Agreement or (y) that relates to the receiving or obtaining of Program Rights;

(c) other than as required by applicable Law or the existing terms of any Employee Plan in effect on the date hereof, (i) grant or increase any severance or termination pay to any Employee above the severance or termination pay that would be due under the severance plans of Seller in effect as of the date hereof, (ii) enter into or amend any employment, severance or termination agreement with any Employee, (iii) hire any Employee except the hiring of any at-will Employee with an annual base compensation equal to or less than \$50,000 in order to fill a vacant position; (iv) establish, adopt, terminate or amend any Employee Plan (including any plan, agreement or arrangement that would be an Employee Plan if in effect on the date hereof), or (v) take any action to accelerate the vesting or payment, or fund or secure the payment, of compensation (including any equity-based compensation) or benefits of any Employee under an Employee Plan or otherwise, grant any increase in compensation, bonus or other payments or benefits payable to any Employee, except for merit and annual salary increases, in each case, in the ordinary course of business consistent with past practices and as permitted by, and in accordance with the terms of, Section 6.2;

(d) in respect of the Business, materially change the methods, principles or practices of financial accounting or annual accounting period, except as required by GAAP or by any Governmental Authority or applicable Law;

(e) modify or accede to the modification of any of the FCC Licenses;

(f) apply to the FCC for any construction permit or make any material change in the Purchased Assets that is not in the ordinary course of business;

(g) fail to maintain the Station's MVPD carriage existing as of the date hereof;

(h) 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;

(i) fail to promote the programming of the Station (both on-air and using third party media) in the ordinary course of business consistent with past practice, taking into account inventory availability and changes or conditions generally affecting the broadcast television industry or the Market of the Station;

(j) fail to make any capital expenditures in the ordinary course of business pursuant to and consistent with the Station's capital expenditure plan set forth in the Station's annual budget, or agree or commit to make any capital expenditure in excess of \$5,000 that would constitute an Assumed Liability;

(k) adopt or publicly propose a plan of complete or partial liquidation or resolutions providing for or authorizing such a liquidation or a dissolution, nor merge into or consolidate with any other entity;

(l) utilize the Program Rights other than in the ordinary course of business consistent with past practice;

(m) fail to maintain the Tangible Personal Property and the Real Property (including any improvements thereon) in good operating condition and in conformity in all material respects with all applicable FCC technical regulations and other Laws, ordinary wear and tear accepted;

(n) fail to keep in full force and effect the insurance policies covering the Business, the Purchased Assets and the Station (or other insurance policies comparable in amount and scope);

(o) 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;

(p) 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 limitation on the use of the Purchased Assets by Buyer;

(q) enter into any Contract with any Affiliate of Seller that constitutes a Purchased Asset or an Assumed Liability; or

(r) 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 Business 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. Within ten (10) days following the date of this Agreement, Seller and Buyer 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 as contemplated by this Agreement. Seller and Buyer shall 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. 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. The parties shall cooperate to amend the FCC Applications as may be necessary or required to obtain the timely grant of the FCC Consent. In no event will a party's failure or refusal to make material changes to the LMA, if requested by the FCC, be deemed to be a breach of this Section 5.2.

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 related to the FCC Applications or the transactions contemplated by this Agreement, 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 to the Business.

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, records, officers and employees concerning the Business and 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 Business and the Purchased Assets as Buyer may reasonably request.

Section 5.5. Multi-Station Contracts. Section 5.5 of the Disclosure Schedule contains a list as of the date hereof of each Contract which is included in the Purchased Assets and to which any Other Facility is party, or has rights or obligations thereunder (any such Contract, a

“Multi-Station Contract”). The rights and obligations under the Multi-Station Contracts that are assigned to and assumed by Buyer (and included in the Purchased Assets and Assumed Liabilities, as the case may be) shall include only those rights and obligations under such Multi-Station Contracts that are applicable to the Station. The rights of each Other Facility with respect to such Contract and the obligations of each Other Facility to such Contract shall not be assigned to and assumed by Buyer (and shall be Excluded Assets and Excluded Liabilities, as applicable). For purposes of determining the scope of the rights and obligations of the Multi-Station Contracts, the rights and obligations under each Multi-Station Contract shall be equitably allocated among (1) the Station, on the one hand, and (2) the Other Facilities, on the other hand, in accordance with the following equitable allocation principles:

- (a) any allocation set forth in the Multi-Station Contract shall control;
- (b) if there is no allocation in the Multi-Station Contract as described in clause (a) hereof, then any reasonable allocation previously made by Seller in the ordinary course of business shall control; or
- (c) if there is no reasonable allocation as described in clause (b) hereof, then reasonable accommodation (to be determined by mutual good faith agreement of Seller and Buyer) shall control.

Subject to any applicable third-party consents, such allocation and assignment with respect to any Multi-Station Contract shall be effectuated, as mutually agreed by Seller and Buyer, by termination of such Multi-Station Contract in its entirety with respect to the Station and the execution of new Contracts with respect to the Station or by an assignment to and assumption by Buyer of the rights and obligations related to the Station under such Multi-Station Contract. The parties shall use reasonable best efforts to obtain any such new Contracts or assignments to, and assumptions by, Buyer in accordance with this Section 5.5.

Section 5.6. Interim Reports. Within forty-five (45) days after the end of each calendar month during the period from the Balance Sheet Date through the Closing, Seller shall provide to Buyer, with respect to the Business and the Station, the unaudited statement of operations for such month ended. Such unaudited statements of operations shall be prepared on the same basis as the financial statements in Section 3.5 of the Disclosure Schedule and shall present fairly the results of operations for the period indicated. Buyer shall cooperate with the preparation of the reports required by this Section 5.6 during the term of the LMA.

Section 5.7. Title Commitments; Surveys. Buyer may, if it so elects at its sole option and expense, obtain commitments for lessee’s and lender’s title insurance policies for real property that is leased pursuant to a Real Property Lease (collectively, the “Title Commitments”) evidencing a commitment to issue an ALTA title insurance policy insuring good, marketable leasehold title to each parcel of the Real Property contemplated above for such amount as Buyer directs, and (b) an ALTA survey on each parcel of Real Property (the “Surveys”). Seller shall use its reasonable best efforts to reasonably cooperate with Buyer in obtaining such Title Commitments and Surveys; provided that Seller shall not be required to incur any cost, expense, or other liability in connection therewith (other than the fees of its counsel, if any). If the Title Commitments or Surveys reveal any Lien or encroachment on the leasehold title other than

Permitted Liens, Buyer shall notify Seller in writing of such objectionable matter promptly after Buyer becomes aware that such matter is not a Permitted Lien and Seller shall promptly remove such Lien or encroachment at its expense prior to Closing.

Section 5.8. Intentionally Omitted.

Section 5.9. Risk of Loss; Broadcast Interruption. The risk of loss of or damage to any of the Purchased Assets shall remain with Seller at all times until 12:01 a.m. local time on the day of Closing, and prior to Closing, Seller shall promptly repair and replace any lost, damaged or destroyed Purchased Assets. If prior to Closing the Station is off the air or operating at a power level that results in a material reduction in coverage (a “Broadcast Interruption”), then Seller shall return the Station to the air and restore prior coverage as promptly as possible. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of twenty-four (24) hours, then Buyer may postpone Closing until the date five (5) business days after the Station returns to the air and prior coverage is restored in all material respects, subject to Section 9.1.

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 Business and the Purchased Assets; (ii) make available to each other party as reasonably requested all information, records, and documents relating to Taxes concerning the Business or the Purchased Assets; (iii) retain any

books and records that could reasonably be expected to be necessary or useful in connection with any preparation by any other party of any Tax Return, or for any audit relating to Taxes with respect to the Business or the Purchased Assets; and (iv) cooperate fully, as and to the extent reasonably requested by any other party, in connection with any audit with respect to Taxes relating to the Business or the Purchased Assets.

(d) Any Transfer Taxes shall be borne by Seller.

Section 6.2. Employees; Employee Benefit Plans.

(a) Employment. Prior to Closing, Seller and/or its Affiliates shall afford Buyer the opportunity to interview all Employees listed on Section 3.15(a) of the Disclosure Schedule. Buyer may, but is not obligated to, hire any such Employees. At least two (2) weeks prior to the Closing Date, Seller will deliver to Buyer an updated Section 3.15(a) of the Disclosure Schedule. All Employees who accept an offer of employment from Buyer and commence employment on the Closing Date are referred to collectively as the “Transferred Employees.” Employment with Buyer will be on terms and conditions proposed by Buyer.

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

(c) 401(k) Plan. Buyer shall use reasonable best efforts to cause a tax-qualified defined contribution plan established or designated by Buyer or any of its Affiliates (“Buyer’s 401(k) Plan”) to accept rollover contributions from the Transferred Employees of any account balances distributed or distributable to them by the existing tax-qualified defined contribution plan established or designated by Seller or any of its Affiliates (“Seller’s 401(k) Plan”). Buyer and Seller shall, and shall cause its Affiliates, as applicable, to, allow any such Transferred Employees’ outstanding plan loans under Seller’s 401(k) Plan to be directly rolled into Buyer’s 401(k) Plan. The distribution and rollover described herein shall comply with applicable Laws and the reasonable requirements of Buyer’s 401(k) Plan, and Buyer and Seller shall, and shall cause their respective Affiliates to, make all filings and take any actions required of each such Person by applicable Laws in connection therewith. Buyer and Seller agree that Buyer is not assuming Buyer’s 401(k) Plan.

(d) Welfare Plans. Seller and its Affiliates shall retain responsibility for and continue to pay all medical, life insurance, disability and other welfare plan expenses and benefits for each Transferred Employee with respect to claims incurred under the terms of the Employee Plans by such Employees and their covered dependents prior to the Closing Date. Expenses and benefits with respect to claims incurred by Transferred Employees and their covered dependents on or after the Closing Date shall be the responsibility of Buyer. Expenses and benefits with respect to claims

incurred by Employees who do not become Transferred Employees and their covered dependents on or after the Closing Date shall be the responsibility of Seller or its Affiliates. With respect to any welfare benefit plans maintained by Buyer in which the Transferred Employees are eligible to participate on or after the Closing Date, to the extent permitted by Law and the reasonable requirements of Buyer's plans, Buyer shall use reasonable best efforts to (i) cause there to be waived any eligibility requirements or pre-existing condition limitations and (ii) give effect, in determining any deductible and maximum out-of-pocket limitations, amounts paid by such Transferred Employees (and their covered dependents) under the Employee Plans.

(e) Vacation. Subject to Section 2.6, Buyer shall assume as of the Closing all liabilities for unpaid, accrued vacation of each Transferred Employee as of the Closing Date, giving service credit under the Paid Time Off ("PTO") policy of Buyer for service with Seller or its Affiliates and shall permit Transferred Employees to use their vacation entitlement accrued as of Closing in accordance with the PTO policy of Buyer as of the Closing.

(f) Sick Leave. Buyer shall grant credit to Transferred Employees under its PTO policy for all unused sick leave accrued by Transferred Employees in accordance with Buyer's PTO policy as of Closing.

(g) Payroll Matters. Seller and its Affiliates and Buyer shall follow the "standard procedures" for preparing and filing Internal Revenue Service Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53 for Transferred Employees. Under this procedure and subject to any transition payroll services provided by Seller and its Affiliates to Buyer after the Closing Date, if applicable, (A) Seller or one of its Affiliates shall provide all required Forms W-2 to (x) all Transferred Employees reflecting wages paid and taxes withheld by Seller or any of its Affiliates prior to the Closing Date, and (y) all other employees and former employees of Seller or any of its Affiliates who are not Transferred Employees reflecting all wages paid and taxes withheld by Seller or any of its Affiliates, and (B) Buyer shall provide all required Forms W-2 to all Transferred Employees reflecting all wages paid and taxes withheld by Buyer on and after the Closing Date.

(h) Without limiting the generality of Section 10.7, nothing in this Section 6.2, express or implied, is intended to confer on any Person (including any Transferred Employees and any current or former employees of Seller or its Affiliates other than the parties hereto and their respective successors and assigns), any rights, benefits, remedies, obligations or liabilities (including any third-party beneficiary rights) under or by reason of this Section 6.2. Accordingly, notwithstanding anything to the contrary in this Section 6.2, the parties expressly acknowledge and agree that this Agreement is not intended to create a Contract between Buyer, Seller or any of their respective Affiliates, on the one hand, and any employee of Seller or any of its Affiliates on the other hand, and no employee of Seller or any of its Affiliates may rely on this Agreement as the basis for any breach of Contract claim against Buyer, Seller or any of their respective Affiliates. Nothing in this Section 6.2 shall constitute an amendment to or modification of any Employee Plan or other compensation or benefit plan, program, policy, agreement or arrangement.

Section 6.3. Use of Names. Seller has no active registrations in the state of Florida to use “WSNN” as an assumed name. From after Closing, Seller shall immediately cease all use of “WSNN” (or similar names thereto) as an assumed name.

Section 6.4. 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 Business 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 Business prior to the Closing Date. Such access shall be afforded by Buyer upon receipt of reasonable advance notice and during normal business hours and shall not unreasonably interfere with Buyer’s business or operations. Seller shall be solely responsible for any costs or expenses incurred by it pursuant to this Section 6.5(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 and shall not unreasonably interfere with Seller’s business or operations. Buyer shall be solely responsible for any costs and expenses incurred by it pursuant to this Section 6.5(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 6.5. No Solicitation.

(a) 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) 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 Seller or the Station, 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.

(b) From the Closing Date until the twelve (12) month anniversary of the Closing Date, Seller shall not, and shall not authorize or permit any of its Affiliates to, solicit, hire or attempt to hire for employment any Transferred Employee, without the prior written consent of Buyer; provided that (i) Seller and its Affiliates may solicit and hire any such Transferred Employee who has been terminated by Buyer or any of its Affiliates, (ii) Seller and its Affiliates may solicit and hire any such Transferred Employee whose employment with Buyer or any of its Affiliates has been terminated by such Transferred Employee at any time after the six-month anniversary of such termination and (iii) nothing in this sentence shall prohibit Seller or any of its Affiliates from

engaging in general solicitation that is not directed specifically to any such Transferred Employees or hiring any person who responds to any such general solicitation.

Section 6.6. Public Announcements; Confidentiality. Each party 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 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 (including promulgated by the FCC, 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 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 the parties 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 either party to pursue all other legal and equitable rights available to it for violation of this Section 6.7 by the other party, it is agreed that other remedies cannot fully compensate the aggrieved party for such a violation of this Section 6.7 and that the aggrieved party shall be entitled to injunctive relief to prevent a violation or continuing violation hereof, without need to post any bond or other equity.

Section 6.7. 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 operation of the Station 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.

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 issued and be final and effective; provided, however, that Buyer may waive the requirement that the FCC Consent be final and effective, in which event this condition is satisfied upon granting or issuing of the FCC Consent.

(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 and in any certificate delivered pursuant hereto shall be true and correct in all material respects (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).

(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.

(d) Consents. The consents set forth on Section 7.2(d) of the Disclosure Schedule shall have been obtained.

(e) Material Adverse Effect. There shall have been no Material Adverse Effect since the date of this Agreement.

(f) Liens. Any Liens on the Purchased Assets that are not Permitted Liens shall have been released or signed customary payoff letters agreeing to release said Liens shall have been delivered by the lienholders.

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 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).

(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 twelve (12) month anniversary of the Closing Date; provided that those with respect to title to the Purchased Assets shall survive indefinitely and that the Fundamental Representations 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. 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, Section 8.6 and Section 8.7, Seller shall indemnify, defend 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;

- (c) any of the Excluded Liabilities;
- (d) Any litigation, proceeding or claim by any third party to the extent relating to the business or operations of Seller, the Real Property, the Assets or the Station before the Closing Date except to the extent related to obligations of Buyer to be performed after the Closing Date; and/or
- (e) subject to the LMA, the operation of the Business and/or the ownership and/or use of the Purchased Assets prior to Closing (including any Third Party claim arising from such operations).

Section 8.3. Indemnification by Buyer. From and after the Closing and subject to Section 8.1, Section 8.6 and Section 8.7, Buyer shall indemnify, defend 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;
- (c) any of the Assumed Liabilities;
- (d) 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 of the Business and/or the ownership and/or use of the Purchased Assets after the Closing Date (including any Third Party claim arising from such operations); and/or
- (e) Any litigation, proceeding or claim by any third party to the extent relating to the business or operations of Buyer, the Real Property, the Assets or the Station after the Closing Date except to the extent related to obligations of Seller to be performed before 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 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 are reasonably requested by a party. 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 judgment or award shall have been rendered by a court, arbitration board or administrative agency of competent jurisdiction, 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 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 for any punitive, exemplary, consequential, special or indirect damages, except 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.

Section 8.9. Indemnification Escrow. If Seller is required pursuant to this Article VIII to indemnify any Buyer Group Member for any Loss, Buyer may elect (in its sole

discretion) to have all or any part of such amount be satisfied from the Indemnification Escrow Account. In such case, Buyer and Seller shall deliver joint written instructions to the Indemnification Escrow Agent to release the amount of such Deficiency from the Indemnification Escrow Account by wire transfer of immediately available funds to the account designated by Buyer within five (5) Business Days of the final determination of the amount of any such Deficiency in accordance with this Article VIII. Within five (5) following the twelve (12) month anniversary of the Closing Date, Buyer and Seller shall deliver joint written instructions to the Indemnification Escrow Agent to release any funds remaining in the Indemnification Escrow Account to the Seller, less the aggregate amount of any unresolved indemnification claims for which Buyer has provided a Claim Notice. Any amount that continues to be held in the Indemnification Escrow Account to satisfy any such unresolved indemnification claims shall be released to the Seller or Buyer, as applicable, upon final resolution of each such indemnification claim.

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 or Section 7.1 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 or Section 7.1 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 Buyer, if the FCC Applications have not been filed on or before ten (10) days from date of this agreement; provided, however, that Buyer shall not have the right to terminate this Agreement pursuant to this Section 9.1(a)(iv) if the failure to file the FCC Applications by such date is due to Buyer's material breach of any of its covenants or agreements contained in this Agreement;

(v) 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 an Order enjoining or otherwise prohibiting the consummation of the sale of the Purchased Assets contemplated by this Agreement; or

(vi) by Seller or Buyer if the FCC denies the FCC Application; provided, however, that a Party may not terminate this Agreement if their action or inaction has caused the FCC Application to be denied; or

(vii) by Seller or Buyer, if the Closing within twelve (12) months of the date of this Agreement (the "Termination Date"). Notwithstanding the foregoing, the right to terminate this Agreement under this Section 9.1(a)(vi) shall not be available to any party if the failure of the Closing to occur by such date shall be due to the failure of such party to perform or observe the covenants and agreements of such party set forth in this Agreement.

(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.

(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 6.7, this ARTICLE IX and ARTICLE X, 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. 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.

Section 10.5. Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, 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:

Nexstar Media Inc.
545 E. John Carpenter Fwy, Suite 700
Irving, Texas 75230
Attention: Thomas E. Carter, President
Email: tcarter@nexstar.tv

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

Nexstar Media Inc.
545 E. John Carpenter Fwy, Suite 700
Irving, Texas 75062

Attention: Rachel Morgan, General Counsel
Email: rmorgan@nexstar.tv

If to Seller, to:

Citadel Communications, LLC
117 Pondfield Rd
Bronxville, NY 10708
Attn. Philip J. Lombardo
Email address: citnyltd@aol.com

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

Brooks, Pierce, McLendon, Humphrey & Leonard, LLP
150 Fayetteville Street, Suite 1700
Raleigh, North Carolina 27601
Attn: Elizabeth Spainhour
Email address: espainhour@brookspierce.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. Signatures delivered electronically shall be deemed to be original signatures.

Section 10.7. Entire Agreement; No Third-Party Beneficiaries. This Agreement (including the Disclosure Schedule and any Exhibits hereto), (a) constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between Seller and Buyer with respect to the subject matter hereof and thereof and (b) is not intended to and does 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. The prevailing party in any proceeding brought to enforce the performance or compliance of any provision of this Agreement may recover reasonable attorneys' fees and costs from the non-prevailing party.

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 Buyer would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed by Seller in accordance with their specific terms or were otherwise breached. It is accordingly agreed that Buyer shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement by Seller and to enforce specifically the terms and provisions of this Agreement, including the obligations to consummate the Closing, without proof of actual damages or otherwise (and Seller 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 Buyer is entitled at law or in equity. Buyer's rights in this Section 10.10 are an integral part of the transactions contemplated hereby and Seller 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.

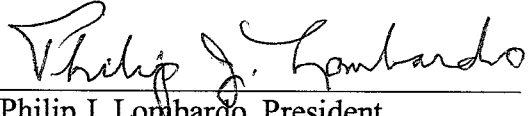
Section 10.11. Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

SELLER


CITADEL COMMUNICATIONS, LLC.

By: 
Philip J. Lombardo, President

BUYER

NEXSTAR MEDIA INC.

By: _____


Thomas E. Carter, President