

**ASSET PURCHASE AGREEMENT**

**for**

**the SALE of TELEVISION STATION**

**WCWJ(TV), JACKSONVILLE, FLORIDA**

**WLSL-TV, ROANOKE, VIRGINIA**

**by and among**

**NEXSTAR BROADCASTING, INC.**

**and**

**GRAHAM MEDIA GROUP, FLORIDA, INC.**

**and**

**GRAHAM MEDIA GROUP, VIRGINIA, LLC**

**and**

**GRAHAM HOLDINGS COMPANY, solely for purposes of Sections 2.3(a)(v), 2.3(a)(vi), 2.5, 4.1, 4.2, 4.7, 5.2, and 6.1(c) and Articles I and VII through XI (other than Section 9.2)**

**Dated as of May 26, 2016**

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**EXHIBITS**

Exhibit A - Form of Transition Services Agreement

**SCHEDULES**

## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT**, dated as of May 26, 2016 (this “Agreement”), by and among Nexstar Broadcasting, Inc., a Delaware corporation (“Nexstar” or the “Seller”), Graham Media Group, Florida, Inc., a Florida corporation (the “WCWJ Buyer”), Graham Media Group, Virginia, LLC, a Virginia limited liability company (the “WSLS Buyer”) and, solely for purposes of Sections 2.3(a)(v), 2.3(a)(vi), 2.5, 4.1, 4.2, 4.7, 5.2, and 6.1(c) and Articles I and VII through XI (other than Section 9.2), Graham Holdings Company, a Delaware corporation (the “Pension Buyer”). For the purposes of this Agreement, (i) all references to Seller shall mean the Seller and its Affiliates and (ii) references to “Buyer” shall mean any of the WCWJ Buyer, the WSLS Buyer or the Pension Buyer individually or two or more of the WCWJ Buyer, the WSLS Buyer and the Pension Buyer, collectively, as the context may require.

### WITNESSETH:

**WHEREAS**, Nexstar Group and Media General are among the parties to the Merger Agreement pursuant to which Media General ultimately will be merged with and into Nexstar such that Nexstar will become the direct and indirect parent of the existing Media General subsidiaries;

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

WCWJ(TV), JACKSONVILLE, FLORIDA (“Station WCWJ”)  
WSLS-TV, ROANOKE, VIRGINIA (“Station WSLS”)

**WHEREAS**, following the closing of the Merger, the WCWJ Buyer desires to purchase the Purchased Assets and assume the Assumed Liabilities of Station WCWJ, the WSLS Buyer desires to purchase the Purchased Assets and assume the Assumed Liabilities of Station WSLS and the Pension Buyer desires to assume the Assumed Liabilities as defined in Section 2.3(a)(v) and Section 2.3(a)(vi), and the Seller desires to sell to each of the WCWJ Buyer and the WSLS Buyer the Purchased Assets and transfer the Assumed Liabilities with respect to each Station, and to transfer to the Pension Buyer the Assumed Liabilities set forth in Section 2.3(a)(v) and Section 2.3(a)(vi) on the terms and subject to the conditions hereinafter set forth; and

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

### ARTICLE I

#### DEFINITIONS

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

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

“**Active Transferred Participants**” has the meaning specified in Section 2.5(b).

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

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

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

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

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

“**Assignment of the Seller FCC Authorizations**” has the meaning specified in Section 2.7.

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

“**Balance Sheet**” means the balance sheet of the Station, as further specified in Section 3.3.

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

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

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

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

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

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

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

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

“**Buyer Pension Plan**” has the meaning specified in Section 2.5(a).

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

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

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

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

“**Closing Date Adjustments**” has the meaning specified in Section 2.7.

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

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

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

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

“**DAMP**” has the meaning specified in Section 2.5(d).

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

“**DOJ Consent**” means the consent of the DOJ with respect to each Buyer, this Agreement and the transactions contemplated hereby.

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

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

“**Employees**” means the individuals employed by the Seller or Media General who are listed on Schedule 3.12 and any employees who become employed by Seller or Media General after the date hereof in accordance with Section 5.4 exclusively in connection with the Business.

For purposes of the foregoing, an individual shall not be considered “not employed” by virtue of the fact that he or she is on authorized leave of absence, sick leave, short or long term disability leave or military leave.

“**Employee Plan**” means each material (i) pension, retirement, profit sharing, deferred compensation, stock bonus, real or phantom equity compensation, severance, change in control, retention or other similar plan or arrangement, (ii) medical, vision, dental or other health plan, (iii) life insurance, disability insurance or other welfare or fringe benefit plan and (iv) other employee benefit plan, program, or arrangement, in each case, to which Seller or Media General is required to contribute, or which Seller or Media General, or any of their respective ERISA Affiliates, sponsors for the benefit of any of the Employees, or under which Employees (or their beneficiaries) are eligible to receive benefits, including any “employee benefit plan” (as defined in Section 3(3) of ERISA).

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

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

“**Environmental Law**” means all Requirements of Laws relating to or addressing the prevention of pollution, the environment, human health, occupational health or safety, including but not limited to CERCLA, OSHA, RCRA, the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; and any state equivalents thereof.

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

“**ERISA Affiliate**” means with respect to any entity (1) a member of any “controlled group” (as defined in section 414(b) of the Code) of which that entity is also a member, (2) a trade or business, whether or not incorporated, under common control (within the meaning of section 414(c) of the Code) with that entity, or (3) a member of any affiliated service group (within the meaning of section 414(m) of the Code) of which that entity is also a member.

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

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

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

“**FCC**” has the meaning specified in the preamble.

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

**“FCC Broadcast Incentive Auction”** means the FCC reverse broadcast incentive auction to be conducted pursuant to Section 6403 of the Middle Class Tax Relief and Job Creation Act of 2012 (Pub. L. No. 112-96, § 6403, 126 Stat. 156, 225-230 (2012)), codified at 47 U.S.C. § 1452, currently scheduled to begin on May 31, 2016.

**“FCC Broadcast Incentive Auction Rules”** means the FCC’s rules governing the FCC Broadcast Incentive Auction, including without limitation the anti-collusion provisions thereof prohibiting during the FCC-designated quiet period the direct or indirect communication of incentive auction bids and bidding strategy.

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

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

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

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

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

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

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

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

**“Indemnified Party”** has the meaning specified in Section 9.4(a).

**“Indemnitor”** has the meaning specified in Section 9.4(a).

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

**“Intellectual Property”** means (a) patents, (b) Trademarks, (c) copyrights, (d) registrations and applications for registration of any of the foregoing in (a)-(c), and (e) trade secrets, including advertising customer lists, mailing lists, processes, know-how and other proprietary or confidential information.

**“Knowledge of the Buyer”** means, as to a particular matter, the actual knowledge, after reasonable inquiry, of the following persons: Emily Barr, Marcy Etienne and Heidi Schmid Whiting.

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

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

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

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

**“Material Adverse Effect”** means a material adverse effect on (i) the ability of the Seller to perform its obligations under this Agreement, or (ii) the business, operations, assets, results of operations or financial condition of the Business, taken as a whole; provided, however, that for purposes of determining whether there has been or is reasonably likely to be a “Material Adverse Effect” for purposes of clause (ii), the results and consequences of the following events, occurrences, facts, conditions, changes, developments or effects shall not be taken into account: (a) any changes that generally affect the industries in which the Seller operates or the Market of the Station, (b) resulting from the announcement by the Seller of its intention to sell the Business, including the announcement or pendency of this Agreement or the transactions contemplated hereby, or the facts, circumstances or events relating to any of the Buyer or its Affiliates, (c) the taking of any action expressly required by, or the failure to take any action expressly prohibited by, this Agreement, or the taking of any action at the written request or the prior written consent of the Buyer, (d) any failure of the Business to meet internal or external projections or forecasts or any estimates of earnings, revenues or other metrics for any period (provided, however, that any event, occurrence, fact, condition, change, development or effect giving rise to such failure or change may be taken into account in determining whether there has been, or is reasonably likely to be, a Material Adverse Effect, except to the extent otherwise excluded hereunder), (e) any changes in the economy or capital, financial or securities markets generally, including changes in interest or exchange rates, (f) changes in Laws or generally accepted accounting principles (or the interpretation thereof) or in legal, regulatory or political conditions, (g) the commencement, escalation or worsening of any war or armed hostilities or the occurrence of acts of terrorism or sabotage occurring after the date hereof and (h) earthquakes, hurricanes, floods or other natural disasters.

**“Media General”** means Media General, Inc., a Virginia corporation.

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

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

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

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

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

“**Nexstar**” means Nexstar Broadcasting, Inc., a Delaware corporation.

“**Nexstar Group**” means Nexstar Broadcasting Group, Inc., a Delaware corporation.

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

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

“**Other Seller Stations**” has the meaning specified in Section 5.7.

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

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

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

“**Pension Transfer**” has the meaning specified in Section 2.5(a).

“**Permitted Encumbrance**” means (a) liens for Taxes, assessments or other governmental charges which are not yet due and payable or Taxes being contested in good faith by appropriate proceedings, (b) terms and conditions of any leases assumed by Buyer, (c) zoning laws and ordinances and similar Laws that are not materially violated by any existing improvement or that do not prohibit the use of the Real Property as currently used in the operation of the Business, (d) any right reserved to any Governmental Body to regulate the affected property, (e) in the case of any leased asset, (i) the rights of any lessor under the applicable lease agreement or any Encumbrance granted by any lessor or any Encumbrance that the applicable lease is subject to, (ii) any statutory lien for amounts that are not yet due and payable or are being contested in good faith, (iii) any subleases listed in any Schedule hereto and (iv) the rights of the grantor of any easement or any Encumbrance granted by such grantor on such easement property; (f) easements, rights of way, restrictive covenants and other encumbrances, encroachments or other similar matters affecting title that do not materially adversely affect title to the property subject thereto or materially impair the continued use of the property in the ordinary course of the Business; (g) inchoate materialmen’s, mechanics’,

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

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

**"Program Rights"** means all rights of the Station to broadcast television programs or shows as part of the Station's programming, including all rights of the Station under film and program barter agreements, sports rights agreements, news rights or service agreements, affiliation agreements and syndication agreements.

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

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

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

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

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

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

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

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

**"Required Consents"** has the meaning specified in Section 5.3(e).

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

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

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

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

**“Seller’s Actuary”** has the meaning specified in Section 2.5(c).

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

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

**“Seller Pension Plan”** has the meaning set forth in Section 2.5(a).

**“Seller Property”** means any real or personal property, plant, building, facility, structure, equipment or unit, or other asset owned, leased or operated by Seller and used exclusively in the Business.

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

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

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

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

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

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

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

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

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

“**Terminated Vested Transferred Participants**” has the meaning specified in Section 2.5(b).

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

“**Third Person Claim Notice**” has the meaning specified in Section 9.5(a).

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

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

“**Transfer Date**” has the meaning specified in Section 2.5(b).

“**Transferred Participants**” has the meaning specified in Section 2.5(b).

“**Transfer Present Value**” has the meaning set forth in Section 2.5(c).

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

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

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

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

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

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

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

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

## 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, or shall cause its Affiliates to, sell, transfer, assign, convey and deliver to the each of the WCWJ Buyer and the WLSL Buyer, respectively, and each of the WCWJ Buyer and the WLSL Buyer, respectively, shall purchase from the Seller, pursuant to this Agreement, free and clear of all Encumbrances (except for Permitted Encumbrances), all of the right, title and interest of the Seller to the assets, properties and business (excepting only the Excluded Assets) of every kind and description, real, personal or mixed, tangible or intangible, then owned or held by the Seller and used exclusively in the Business (herein collectively referred to as the “Purchased Assets”) with respect to Station WCWJ or Station WLSL, as the case may be, including, all right, title and interest of the Seller as of Closing to the following (excepting only the Excluded Assets):

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

(b) All Owned Real Property;

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

(d) All Intellectual Property owned by the Seller and used exclusively in the Business (the “Purchased Intellectual Property”), including the Station call signs, but, for the avoidance of doubt, excluding any Intellectual Property used in connection with any Other Seller Stations;

(e) Subject to Section 5.7, (i) all contracts and agreements of the Seller to the extent such contracts and agreements are for the sale or barter of broadcast time on the Station for advertising or other purposes; (ii) all contracts and agreements of the Seller to the extent such contracts or agreements are for the purchase or lease, as applicable, of merchandise, supplies,

equipment or other personal property, or for the receipt of services, in each case used exclusively in the Business; (iii) all contracts and agreements listed or described in Schedule 3.14; and (iv) any other contract or agreement entered into by the Seller exclusively for the Business in the ordinary course of business which (A) is of the general nature described in clauses (c), (d), (f), (h), (i), (j), (k) or (l) of Schedule 3.14, but which, by virtue of the threshold amounts or other specific terms set forth in such subsections, is not required to be listed on Schedule 3.14 or (B) is entered into after the date hereof consistent with the provisions of Section 5.4 of this Agreement;

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

(g) All prepaid rentals and other prepaid expenses (except for prepaid insurance or related to the Excluded Assets) arising from payments made by Seller in the ordinary course of the operation of the Business prior to the Closing for goods or services used exclusively in the Business where such goods or services have not been received prior to the Closing, allocated in accordance with Section 2.6(a);

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

(i) All books and records of the Seller that relate exclusively to the Business, including all files, logs, programming information and studies, technical information and engineering data, news and advertising studies or consulting reports, sales correspondence exclusively relating to the Business, and Form I-9's, and other personnel records excluding records relating to Excluded Assets or the Other Seller Stations.

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

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

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

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

(d) Subject to Section 5.4, all Tangible Personal Property of Seller sold, transferred, retired or otherwise disposed of between the date of this Agreement and Closing;

(e) Subject to Section 5.4, all Station Agreements that are terminated or expire (and are not renewed or extended by Seller) prior to Closing;

(c) All claims, rights and interests of the Seller in and to any refunds of Taxes or fees of any nature whatsoever, including all items of loss, deduction or credit for Tax

purposes, in each case, relating to the Business, the Purchased Assets or the Assumed Liabilities for, or applicable to, periods (or portions thereof) ending on or prior to the Closing Date;

(d) Any rights, claims or causes of action of the Seller against third parties relating to the assets, properties or operations of the Business prior to the Closing Date (including all amounts payable to the Seller, if any, from the United States Copyright Office or such arbitration panels as may be appointed by the United States Copyright Office that relate to the Business prior to the Closing that have not been paid as of the Closing);

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

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

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

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

(i) All rights and claims of Seller, whether mature, contingent or otherwise, against third parties with respect to the Station and the Purchased Assets, to the extent arising during or attributable to any period prior to the Cutoff Time;

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

(k) The Retained Names and Marks;

(l) All Intellectual Property of Seller (other than the Purchased Intellectual Property);

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

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

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

(p) All of the employee benefit agreements, plans or arrangements sponsored or maintained by the Seller or any of its Affiliates (including, without limitation, all Employee Plans) and any assets of any such agreement, plan or arrangement;

(q) Any intercompany receivables of the Business from the Seller; and

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

**Section 2.3. Assumption of Liabilities.**

(a) Upon the terms and subject to the conditions of this Agreement, as of the Closing, each of (x) the WCWJ Buyer, and the WSLs Buyer, respectively, shall assume with respect to Station WCWJ and Station WSLs, respectively, and (y) the Pension Buyer shall assume with respect to Section 2.3(a)(v) and Section 2.3(a)(vi), 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 the Seller, whether direct or indirect, known or unknown (except to the extent such obligations and liabilities constitute Excluded Liabilities):

(i) the liabilities and obligations 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) all liabilities and obligations relating to the Business or the Purchased Assets arising out of Environmental Laws, whether or not presently existing, except for liabilities and obligations that are required to be disclosed on Schedule 3.19, but which are not so disclosed;

(iii) subject to Section 5.7, all liabilities and obligations under the Station Agreements and other contracts and agreements included as Purchased Assets (except to the extent that such liabilities or obligations were required by the terms thereof to be paid, performed or discharged by Seller prior to the Closing or to the extent such liabilities or obligations arise out of any breach or default which occurred prior to the Closing); provided, however, that, without limitation of the other terms of this Agreement, all liabilities and obligations incurred pursuant to any network affiliation agreements with respect to any periods prior to the Closing, even if such obligations may be due after the Closing pursuant to such network affiliation agreement, shall be the responsibility of Seller and shall not constitute Assumed Liabilities;

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

(v) the Pension Transfer liabilities as provided in Section 2.5; and

(vi) all liabilities and obligations of the Buyer or its Affiliates pursuant to Section 6.2.

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

(b) Neither Buyer shall assume or be obligated for any of, and the Seller shall solely retain, pay, perform, defend and discharge all of, its liabilities or obligations of any and every kind whatsoever, direct or indirect, known or unknown, absolute or contingent, not expressly assumed by either Buyer under Section 2.3(a) and, notwithstanding anything to the contrary in Section 2.3(a), none of the following (herein referred to as “Excluded Liabilities”) shall be “Assumed Liabilities” for purposes of this Agreement:

(i) all liabilities and obligations, whenever arising, to the extent related to, associated with or arising out of the ownership or operations of the Purchased Assets prior to the Closing, except as specifically assumed in the Assumed Liabilities;

(ii) any liabilities or obligations, whenever arising, to the extent relating to, associated with or arising out of the Excluded Assets;

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

(iv) other than as set forth in Section 2.5 and Section 6.2, any of the liabilities or obligations under the employee benefit agreements, plans or arrangements sponsored or maintained by the Seller (including, without limitation, all Employee Plans);

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

(vi) any liability or obligation of Seller or Media General in respect of indebtedness for borrowed money of Seller, Media General or the Business;

(vii) , all liabilities and obligations related to all employees of Seller that are not Assumed Liabilities other than those related to Transferred Employees that arise after Closing or, if later, the applicable Transferred Employee’s Employment Commencement Date; and

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

**Section 2.4. Closing Date.** Subject to any prior termination of this Agreement pursuant to Section 10.1, the purchase and sale of the Purchased Assets provided for in Section

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

**Section 2.5. Purchase Price.** The purchase price for the Purchased Assets (the “Purchase Price”) shall be equal to 120 Million Dollars (\$120,000,000.00), subject to adjustment as provided in this Agreement. The Sixty Million Dollar (\$60,000,000.00) cash portion of the Purchase Price shall be paid at Closing by wire transfer in immediately available funds to an account(s) designated by Seller.

(a) As soon as practicable following the Closing Date, but in no event later than 120 days after the Closing Date, Seller and the Pension Buyer shall cause a transfer of liabilities (the “Pension Transfer”) to occur from the MG Advantage Retirement Plan (“Seller Pension Plan”), a defined benefit retirement plan which is qualified under Section 401(a) of the Code, and which is sponsored by Media General, Inc., to The Retirement Plan for Graham Holdings Company (“Buyer Pension Plan”), a defined benefit retirement plan which is qualified under Section 401(a) of the Code, and which is sponsored by Graham Holdings Company. The Pension Transfer shall be in accordance with this Section 2.5. The Pension Buyer shall cause the Buyer Pension Plan to be amended, and Seller shall cause the Seller Pension Plan to be amended, as needed to accomplish the Pension Transfer.

(b) The Pension Transfer shall consist of benefit liabilities in the Seller Pension Plan for a group of participants in the Seller Pension Plan (the “Transferred Participants”) selected as follows. The Transferred Participants shall include: (1) all Transferred Employees who are participants in the Seller Pension Plan and who have accrued benefits in the Seller Pension Plan as of the Closing Date (“Active Transferred Participants”); (2) terminated vested participants from the Roanoke location who are participants in the Seller Pension Plan and who have accrued benefits in the Seller Pension Plan as of the Closing Date (“Terminated Vested Transferred Participants”), subject to the conditions below; and (3) Retired Transferred Participants as described below. Terminated Vested Transferred Participants shall be limited to 22 such participants with an aggregate annual accrued benefit of no more than \$80,000 (for the avoidance of doubt, an average of no more than \$3,636.36), plus, if applicable, any such Terminated Vested Transferred Participants who would have been Active Transferred Participants if the Transfer Date had been January 1, 2016. The Pension Transfer shall be as of the first day of the first month that is at least 60 days after the Closing Date (the “Transfer Date”). To the extent that the Pension Transfer actually occurs after the Transfer Date, the Buyer Pension Plan shall reimburse the Seller Pension Plan for any benefits paid to Transferred Participants on and after the Transfer Date but before the date the Pension Transfer actually occurs, plus interest computed at 4.00% per year.

(c) The Pension Transfer shall have an actuarial present value (“Transfer Present Value”) as of the Transfer Date of no less than \$60 million and as close to \$60 million as is reasonably feasible, but in no event more than \$60.1 million, as determined by the actuarial firm that prepared and signed the Schedule SB to the form 5500 for 2014 for the Seller Pension

Plan (“Seller’s Actuary”), subject to the provisions below for review of such determination by Buyer’s Actuary. Seller’s Actuary shall select the Retired Transferred Participants from among participants and beneficiaries in the Seller Pension Plan that were not merged in as a result of the KRON or LIN plan mergers, and who are retired and have commenced monthly benefits on or before the Closing Date, in order to reach the Transfer Present Value of at least \$60 million, provided that in making such selection: (1) Seller’s Actuary shall take reasonable care to avoid biasing the present value calculation by anti-selecting against the actuarial assumptions used to determine such value; and (2) the modified duration of the expected cash flow of benefits from the selected Retired Transferred Participants shall be no less than 8.9 years, evaluated using the actuarial assumptions specified in subsection (d) below.

(d) The Transfer Present Value shall be determined using the actuarial methods and assumptions specified for purposes of “Employer Accounting (ASC 715)” as of December 31, 2015, in a document prepared by Seller’s Actuary titled “Data, Assumptions, Methods, and Provisions as of January 1, 2015 MG Advantage Retirement Plan ERISA Excess Benefit Plan Executive Supplemental Retirement Plan January 1, 2016” (the “DAMP”) which was prepared prior to the date of signing of this Asset Purchase Agreement and actually used for purposes of the accounting disclosures for Media General, Inc. as of December 31, 2015, except that the discount rate shall be a single discount rate of 4.00% per year. Also for the avoidance of doubt, the mortality tables specified in the DAMP are: “Adjusted RP2014 separate employee and retiree no collar, sex distinct tables, projected using scale MP2015 with generational improvements.”

(e) Seller’s Actuary shall prepare the list of Transferred Participants within 15 days of the Closing Date and shall provide such list to a firm of enrolled actuaries selected by Pension Buyer (“Buyer’s Actuary”) along with such data, files and work papers as are appropriate for the purpose of reviewing and verifying the Transfer Present Value, and subject to any reasonable restrictions (and, as appropriate, a non-disclosure agreement securing such restrictions) on use of such files as Seller’s Actuary may require to protect its confidential information. Buyer’s Actuary and Seller’s Actuary shall cooperate to provide for such review and shall be authorized and permitted to communicate with one another. Within 30 days of being provided such list by Seller’s Actuary, Buyer’s Actuary shall determine whether it is in agreement with the Transfer Present Value calculated by Seller’s Actuary. In the event the Buyer’s Actuary determines the Transfer Present Value to be within 1% of the amount determined by Seller’s Actuary, the Seller’s Actuary’s calculation shall be used. In the event the Buyer’s Actuary determines the Transfer Present Value to be different from the amount determined by the Seller’s Actuary by more than 1% but less than 4%, after the two actuaries have made a diligent effort to reach agreement, the average of the two amounts shall be used as the Transfer Present Value. In the event the two actuaries, after a diligent effort to reach agreement, are unable to arrive at Transfer Present Value calculations of within 4%, Pension Buyer and Seller shall, by mutual agreement, select a third actuary who shall resolve the difference, and whose determination shall be final. In the event the final Transfer Present Value is determined to be more than \$60.1 million, Seller’s Actuary and Buyer’s Actuary shall, by mutual agreement, remove participants from the list of Retired Transferred Participants as necessary to reduce the Transfer Present Value to as close as is reasonably feasible to (but not less than) \$60 million, but in no event more than \$60.1 million, provided however that in no event shall the Actuaries select for removal a group of Retired Transferred Participants that

would cause the modified duration, as described in subsection (c) above, of the expected benefit payments for the remaining Retired Transferred Participants to fall below 8.9 years.

(f) Data provided by Seller's Actuary to Buyer's Actuary pursuant to subsection (e) above shall include, for each Retired Transferred Participant and each Terminated Vested Participant, the following: date of birth, sex, monthly benefit amount, form of benefit, beneficiary's date of birth, beneficiary's sex, benefit commencement date (if relevant), date and amount of any future change in benefit amount (if applicable), and such other information as is reasonably necessary to calculate the Transfer Present Value. For each Active Transferred Participant and each Terminated Vested Transferred Participant, the data provided by Seller's Actuary to Buyer's Actuary shall include (as applicable): date of birth, date of hire, years of service and vesting service, sex, frozen accrued benefit, and such other information as is reasonably necessary to calculate the Transfer Present Value.

(g) In the event that, within 12 months of the Transfer Date, (i) the data used to determine the Pension Transfer is determined to be materially inaccurate, or (ii) the accrued benefit (for Active Transferred Participants and Terminated Vested Transferred Participants) or monthly benefit amount (for Retired Transferred Participants) included in the Pension Transfer in respect of any Transferred Participant is greater than the amount disclosed for purposes of the review process described herein, Pension Buyer and Seller shall cooperate to make such additional transfers of pension liabilities between the Buyer Pension Plan and the Seller Pension Plan as will effect the purposes of this Section 2.5, and if such transfers are not reasonably possible, Pension Buyer shall pay to Seller, or Seller shall pay to Pension Buyer (as applicable) the difference in the Transfer Present Value as resulted from the erroneous data. For purposes of this subsection, data is considered materially inaccurate if correction of such inaccuracy results in a change in the Transfer Present Value of more than 3%.

(h) For the avoidance of doubt, to the extent the Transfer Present Value is greater than \$60 million (but not greater than \$60.1 million) no adjustments shall be made and the Buyer Pension Plan shall absorb the difference, and there shall be no other adjustment to the Purchase Price to compensate Pension Buyer for the liability in excess of \$60 million.

(i) Seller's Actuary's fee shall be paid by Seller. Buyer's Actuary's fee shall be paid by Buyer. In the event a third actuary is appointed pursuant to this Section 2.5, Pension Buyer and Seller shall each pay 50% of such third actuary's fees and expenses.

(j) To the extent the Pension Transfer is required to be disclosed to the Internal Revenue Service or the Pension Benefit Guaranty Corporation, Pension Buyer shall provide such notices as required with respect to the Buyer Pension Plan, and Seller shall provide such notices as required with respect to the Seller Pension Plan.

(k) Buyer's Actuary shall certify to Seller, and Seller's Actuary shall certify to Buyer, that in each case its calculations and communications are in accordance with this Section 2.5.

## **Section 2.6. Prorations and Adjustments.**

(a) All income and expenses arising from the Business, including, without limitation, Assumed Liabilities (including liabilities and obligations pursuant to Section 6.2), Excluded Liabilities, and prepaid expenses, ad valorem and property taxes and assessments (but excluding Seller's accounts receivable), annual regulatory fees payable to the FCC, power and utilities charges, and rents and similar prepaid and deferred items shall be prorated between Seller and Buyer in accordance with the Agreed Accounting Principles to reflect the principle that Seller shall be entitled to all income and be responsible for all expenses arising from the Business through the Cutoff Time and Buyer shall be entitled to all income and be responsible for all expenses arising from the Business after the Cutoff Time. Notwithstanding anything in this Section 2.6 to the contrary, (i) except as set forth herein, with respect to Trade Agreements for the sale of time for goods or services assumed by Buyer, if at the Cutoff Time, the Trade Agreements have an aggregate negative balance (i.e., the amount by which the value of air time the Station 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 \$25,000, in which event only such excess shall be treated as prepaid time sales of the Station, and adjusted for as a proration in Buyer's favor, (ii) there shall be no proration under this Section 2.6 to the extent there is an aggregate positive balance with respect to the Station's Trade Agreements and (iii) there shall be no proration under this Section 2.6 for Program Rights agreements except to the extent that any payments or performance due under such Program Rights agreements relate to a payment period that straddles the Cutoff Time in which case the amount payable in the payment period will be prorated based on the number of days in such period. The prorations and adjustments to be made pursuant to this Section 2.6 are referred to as the "Closing Date Adjustments."

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

with respect thereto as promptly as practicable. The determination by the Independent Accountant on the matter shall be binding. If an Independent Accountant is engaged pursuant to this Section 2.6, the fees and expenses of the Independent Accountant shall be borne by Seller and Buyer in inverse proportion as such parties may prevail on the resolution of the disagreement which proportionate allocation also will be determined by the Independent Accountant and be included in the Independent Accountant's written report, and an appropriate adjustment and payment shall be made within three (3) Business Days of the resolution by the Independent Accountant, which resolution shall be rendered within thirty (30) days after such submission.

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

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

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

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

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

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

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

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

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF THE SELLER

As an inducement to each Buyer to enter into this Agreement and to consummate the transactions contemplated hereby, Seller represents and warrants to the WCWJ Buyer and the WSLs Buyer (and, solely with respect to Sections 3.1, 3.2, 3.3, 3.4, 3.5, 3.16 and 3.18(d), to the Pension Buyer) as follows:

**Section 3.1. Organization.** Each of Seller and Media General is organized, validly existing and in good standing under the laws of its state of incorporation. Each of Seller

and Media General has the requisite organizational power and authority to operate the Station as now operated by it, to use the Purchased Assets as now used by it and to carry on the Business as now conducted by it.

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

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

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

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

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

(ii) require the approval, consent, authorization or act of, or the making by Seller of any declaration, filing or registration with, any third Person or any foreign, federal, state or local court or Governmental Body, except for any

approval by the DOJ as may be required by any DOJ Final Judgment, and except, in any case, as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect.

**Section 3.3. Financial Statements.** Schedule 3.3 contains (a) (i) the unaudited balance sheets of the Business with respect to Station WCWJ as of December 31, 2015 and December 31, 2014, respectively, and the related statements of income for the years then ended and (ii) the unaudited balance sheet (the “WCWJ Balance Sheet”) of the Business as of April 30, 2016 (the “Balance Sheet Date”) with respect to Station WCWJ, and the related statements of income for the four months then ended, each prepared in accordance with the Agreed Accounting Principles and (b) (i) the unaudited balance sheets of the Business with respect to Station WSLs as of December 31, 2015 and December 31, 2014, respectively, and the related statements of income for the years then ended and (ii) the unaudited balance sheet (the “WSLS Balance Sheet”) of the Business as of the Balance Sheet Date with respect to Station WSLs, and the related statements of income for the four months then ended, each prepared by Media General in accordance with the Agreed Accounting Principles, except as set forth on Schedule 3.3(b). Except as set forth in Schedule 3.3 or in the accompanying notes, each of such balance sheets and statements of income shall present fairly, in all material respects, the financial position and results of operations of the Business as of their respective dates and for the respective periods covered thereby.

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

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

(b) Except as set forth in Schedule 3.4(b), from the Balance Sheet Date through the date of this Agreement, the Business of each Station has been conducted in all material respects in the ordinary course other than in connection with the Merger and the process relating to the sale of the Business.

**Section 3.5. No Undisclosed Liabilities.**

Except as set forth in Schedule 3.5, neither Seller nor Media General is subject, with respect to the Business, to any liability (including unasserted claims, whether known or unknown), whether absolute, contingent, accrued or otherwise, which would be required to be disclosed on a balance sheet of the Business prepared in accordance with the Agreed Accounting Principles or the notes thereto, except for liabilities which are (a) reflected or reserved for on the Balance Sheet, (b) liabilities incurred in the ordinary course of business since the Balance Sheet Date which have not had, individually or in the aggregate, a Material Adverse Effect, (c) liabilities to be performed in the ordinary course of business pursuant to the Station Agreements and other agreements included in the Purchased Assets, or (d) which, individually or in the aggregate, have not had and would not be reasonably likely to have a Material Adverse Effect.

**Section 3.6. Taxes.**

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

(b) The representations and warranties contained in this Section 3.6 are the sole and exclusive representations and warranties of the Seller relating to Taxes.

**Section 3.7. All Assets.** Except for the Excluded Assets, the Purchased Assets constitute all the assets and properties whether tangible or intangible, whether personal, real or mixed, wherever located, that are used by the Seller or Media General exclusively in the operation of the Station.

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

(a) As of the date of this Agreement, Seller or Media General holds or possesses all registrations, licenses, permits, approvals and regulatory authorizations from a Governmental Body that are reasonably necessary to entitle it to own or lease, operate and use the assets of the Station and to carry on and conduct the Business substantially as conducted immediately prior to the date of this Agreement (herein collectively called "Governmental Permits"), except for such Governmental Permits as to which the failure to so own, hold or possess would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect. Schedule 3.8(a) sets forth a list of each of the Seller FCC Authorizations, held by the Seller or Media General as of the date of this Agreement. The Seller FCC Authorizations constitute all material registrations, licenses, franchises, and permits issued by the FCC to the Seller or Media General in respect of the Station and held by the Seller or Media General as of the date of this Agreement.

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

(c) The Station is being operated in accordance with the Seller FCC Authorizations and in compliance in all material respects with the Communications Act and all other Laws applicable to the Station, except for such noncompliance that, individually or in the aggregate, has not had and would not be reasonably likely to have a Material Adverse Effect. Except as disclosed in Schedule 3.8(c), there is not (i) pending, or, to the Knowledge of the Seller, threatened, any material action or legal proceeding, by or before the FCC to revoke, suspend, cancel, rescind, terminate, materially adversely modify or refuse to renew in the ordinary course any Seller FCC Authorization (other than, in the case of modifications, actions or proceedings affecting broadcast television stations generally), or (ii) issued or outstanding, by or before the FCC, any (A) order to show cause, (B) notice of violation, (C) notice of apparent liability or (D) order of forfeiture, in each case, against the Station, Seller or Media General with respect to the Station that has resulted or would reasonably be expected to result in any action described in the foregoing clause (i) with respect to such Seller FCC Authorizations. The Seller FCC Authorizations have been issued by the FCC for full terms customarily issued by the FCC for each class of Station, and the Seller FCC Authorizations are not subject to any condition except for those conditions appearing on the face of the Seller FCC Authorizations and conditions applicable to broadcast licenses generally. Seller and Media General have (i) paid or caused to be paid all FCC regulatory fees due and payable by it in respect of the Station, (ii) timely filed all material registrations and reports required to have been filed by it with the FCC relating to the Seller FCC Authorizations except where the failure to do so would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect, and (iii) with respect to Station WCWJ, Seller has (and, with respect to Station WSLs, to the Knowledge of Seller, Media General has), completed or caused to be completed the construction of all facilities or changes contemplated by the Seller FCC Authorizations or the Governmental Permits issued to modify the Seller FCC Authorizations to the extent required to be completed as of the date hereof. Neither the Seller nor Media General, nor any of their respective Affiliates, has submitted an application on FCC Form 177 for the Station to participate in the FCC Broadcast Incentive Auction. This Section 3.8 does not relate to Governmental Permits for environmental, health and safety matters which are the subject solely of Section 3.19.

(d) Except as disclosed in Schedule 3.8(d), to the Knowledge of Seller, there are no facts or circumstances relating to the Seller or Media General which would reasonably be expected to (i) result in the FCC's refusal to grant the FCC Consent, (ii) materially delay the obtaining of the FCC Consent, or (iii) cause the FCC to impose any material condition on its granting of the FCC Consent. Except as disclosed in Schedule 3.8(d), neither Seller nor Media General has reason to believe that the FCC Applications might be challenged or might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to the Seller or Media General or the Seller's operation of the Station. Except as disclosed in Schedule 3.8(d), to the Knowledge of Seller, there are no facts or circumstances that would, under the Communications Act or any other applicable Law, disqualify the Seller or Media General as an assignor of the Seller FCC Authorizations with respect to the Station or as the owner and operator of the Station.

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

(a) Schedule 3.9(a) contains a brief description of all real property owned by the Seller and Media General as of the date of this Agreement exclusively for use in the Business

(the “Owned Real Property”). Except as would not be reasonably likely to have a Material Adverse Effect, the Seller or Media General, as applicable, has good and marketable title (free and clear of any Encumbrances other than Permitted Encumbrances) to the Owned Real Property.

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

(c) Except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect, neither the whole nor any part of the Owned Real Property nor, to the Knowledge of the Seller, any property leased by Seller under any Real Property Lease is subject to any pending or threatened suit for condemnation or other taking by any public authority. Except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect, Seller’s or Media General’s, as applicable, use and occupancy of the Real Property complies with all regulations, codes, ordinances and statutes of all applicable Governmental Bodies. Except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect, (i) the Owned Real Property and any property leased under any Real Property Lease is in normal operating condition for the uses for which such property is currently employed and (ii) the Owned Real Property has no structural or other defects and is not in need of repair.

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

(a) Schedule 3.10(a) contains a list of all patents and patent applications, trademark, service mark and copyright registrations and applications for registration, and Internet domain name registrations, in each case, that are included in the Purchased Intellectual Property. To the Knowledge of the Seller, (i) each material registration included in the Purchased Intellectual Property is valid and enforceable and (ii) each material registration and pending application included in the Purchased Intellectual Property is subsisting. Except as disclosed on Schedule 3.10(a), to the Knowledge of Seller, Seller either (i) owns the entire right, title, and interest in and to the Purchased Intellectual Property, free and clear of Encumbrances except for Permitted Encumbrances or (ii) has the right and license to use the same in the conduct of the Business, in each case except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect.

(b) Except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect, to the Knowledge of the Seller, (i) the Business is not infringing, misappropriating or otherwise violating any Intellectual Property owned by any third party and (ii) the Purchased Intellectual Property is not being infringed, misappropriated or

otherwise violated by any third party. The Buyer acknowledges that the representations and warranties set forth in this Section 3.10(b) are the only representations and warranties the Seller makes in this Agreement with respect to any activity that constitutes, or otherwise with respect to, infringement, misappropriation or other violation of Intellectual Property.

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

### **Section 3.11. Personal Property.**

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

### **Section 3.12. Employees.**

(a) Schedule 3.12 contains: (1) a list of all employees of the Station, and any other employees whose employment relates exclusively to the Business, as of the date of this Agreement, along with each such employee's title, length of service, full- or part-time status, regular or temporary status, and, for part-time employees, hours worked in each month beginning on or after January 1, 2015, (2) current annual base salary or wage rate, (3) annual bonus opportunity, if applicable, (4) commission rate or reference to a commission plan that has been provided to Buyer, if applicable, and (5) a list of all such employees who have entered into an Employment Agreement with Seller or Media General as of the date hereof.

(b) Seller and Media General have, or will have no later than the Closing Date, paid all accrued salaries, bonuses, commissions, wages, and other amounts due to be paid to Employees through the Closing Date (except for amounts that will be paid following Closing pursuant to Section 6.2(b)).

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

(a) Neither Seller nor Media General is a party to any labor agreement or collective bargaining agreement in respect of the Station, or covering any Employee, as of the date hereof, nor have there been any such agreements within the prior three years.

(b) Except as disclosed on Schedule 3.13, as of the date of this Agreement, no unfair labor practice charge against the Seller or Media General in respect of the Station is pending or, to the Knowledge of the Seller, threatened before the National Labor Relations Board, any state labor relations board or any court or tribunal and the Seller and Media General

are in compliance in all material respects with all laws governing employment and the withholding of taxes with respect to Employees and individual independent contractors providing services to the Business. As of the date of this Agreement, there is no strike or other material labor dispute pending or, to the Knowledge of the Seller, threatened in respect of the Station.

**Section 3.14. Contracts.** Except as set forth in Schedule 3.14 or any other Schedule hereto, as of the date of this Agreement, neither Seller nor Media General is party to or bound by:

- (a) any contract for the purchase, sale, license or lease of material assets used or to be used exclusively in the Business outside of the ordinary course of business entered into since January 1, 2012;
- (b) any contract that materially limits the ability of the Station to conduct the Business;
- (c) any programming agreement relating exclusively to the Business under which it would reasonably be expected that the Business would make annual payments of \$500,000 or more during any twelve (12) month period or the remaining term of such contract;
- (d) any retransmission consent agreement with any MVPDs with more than 25,000 paid subscribers with respect to the Station;
- (e) any contract or agreement that is a “local marketing agreement” or time brokerage agreement, joint sales agreement, shared services agreement, management services agreement, local news sharing agreement or similar contract exclusively related to the Business;
- (f) any material partnership, joint venture or other similar contract or agreement exclusively related to the Business;
- (g) any affiliation agreement with a national television network for the Station or similar contract;
- (h) any contract or agreement for capital expenditures with respect to the Business for an amount in excess of \$1,000,000 during any twelve (12) month period or the remaining term of such contract;
- (i) any material contract with a Governmental Body;
- (j) any material Real Property Lease;
- (k) any material Employment Agreement; or
- (l) any contract (other than any contract of the type described in clauses (a) through (k) above) that exclusively relates to the Business that is not terminable by Seller or Media General without penalty on ninety (90) days’ notice or less and which is reasonably

expected to involve the payment by the Seller or Media General after the date hereof of more than \$1,000,000 during any twelve (12) month period or the remaining term of such contract.

**Section 3.15. Status of Contracts.** Except as set forth in Schedule 3.15 or in any other Schedule hereto or as, individually or in the aggregate, has not had and would not be reasonably likely to have a Material Adverse Effect, each of the leases, contracts and other agreements listed in Schedule 3.14 as a Purchased Asset (collectively, the “Station Agreements”) constitutes a valid and binding obligation of the Seller or Media General, as applicable, and, to the Knowledge of the Seller, the other parties thereto and is in full force and effect (in each case, subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law)). Except as, individually or in the aggregate, has not had and would not be reasonably likely to have a Material Adverse Effect, (i) Seller or Media General, as applicable, is not in breach of, or default under, any Station Agreement and, to the Knowledge of the Seller, no other party to any Station Agreement is in breach of, or default under, any Station Agreement, and (ii) to the Knowledge of the Seller, no event has occurred and no condition or state of facts exists which would result in a breach of, or default under, any Station Agreement (in each case, with or without notice or lapse of time or both). Correct and complete copies of each of the Station Agreements that relate to Station WCWJ, together with all amendments thereto, have heretofore been made available to the Buyer by the Seller. To the Knowledge of Seller, correct and complete copies of each of the Station Agreement that relate to WSLs, together with all amendments thereto, have heretofore been made available to the Buyer by the Seller or Media General.

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

(a) At all times since January 1, 2013, Seller and Media General have been in compliance with all Laws and Orders which are applicable to the Purchased Assets, the Station or the Business, except where the failure to comply would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect; and

(b) Since January 1, 2015 and through the date of this Agreement, Seller and Media General have not received any written notice of violation of any applicable Laws, except for such violations that, individually or in the aggregate, have not had and would not be reasonably likely to have a Material Adverse Effect; and

(c) As of the date of this Agreement, except for threatened actions, suits or proceedings in connection with the transactions contemplated by the Merger, there are no actions, claims, suits, arbitrations, investigations or proceedings by or before any court or any Governmental Body which are pending or, to the Knowledge of the Seller, threatened against Seller or Media General, in respect of the Purchased Assets, any Station or the Business which would, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect, either in law or in equity; and

(d) As of the date of this Agreement, to the Knowledge of Seller, there are no orders, judgments, injunctions, awards, stipulations, decrees or writs handed down, adopted or imposed by, including any consent decree, settlement agreement or similar written agreement with any Governmental Body against Seller or Media General in respect of the Purchased Assets, any Station or the Business, which would, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect.

**Section 3.17. Insurance.** Seller and Media General maintain, in respect of the Purchased Assets, the Stations and the Business, policies of fire and extended coverage and casualty, liability and other forms of insurance in such amounts and against such risks and losses as are in the judgment of the Seller and Media General, as applicable, prudent for the Business. To the Knowledge of the Seller, each such policy is in full force and effect and enforceable in accordance with its terms. All premiums payable under all such policies have been paid or accrued, when due or within applicable grace periods, and Seller and Media General are otherwise in compliance with the terms and conditions of all such policies, except for such failures to be in compliance that, individually or in the aggregate, have not had and would not be reasonably likely to have a Material Adverse Effect. Except as set forth in Schedule 3.17 with respect to the Business, there are no outstanding claims under any insurance policy or default with respect to provisions in any such policy which claim or default, individually or in the aggregate, would be reasonably likely to have a Material Adverse Effect.

**Section 3.18. Employee Plans; ERISA**

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

(b) All Employee Plans (as defined in Section 1.1 but without regard to the word “material”) are in compliance with the provisions of ERISA, the Code and other applicable Laws and the rules and regulations promulgated thereunder to the extent that ERISA, the Code and other applicable Laws and such rules and regulations are intended to apply, except for any noncompliance that, individually or in the aggregate, would not be reasonably likely to have a Material Adverse Effect.

(c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (either alone or in combination with another event) result in: (i) any payment becoming due, or increase the amount of any compensation or benefits due, to any Employee; (ii) the acceleration of the time of payment or vesting of any such compensation or benefits (other than as explicitly required by Section 6.2 with respect to Seller’s 401(k) Plan); or (iii) the payment of any amount to an Employee that will, individually or in combination with any other such payment, constitute an “excess parachute payment,” as defined in 280G(b)(1) of the Code (without regard to subsection (b)(4) thereof).

(d) The Seller Pension Plan has received a favorable determination letter from the Internal Revenue Service which is still in effect, and has complied with all requirements of

such letter, and, to the Knowledge of Seller, no event has occurred that could reasonably be expected to result in the disqualification of Seller Pension Plan by the Internal Revenue Service. Seller has provided Buyer with true and complete copies of the current plan document, the most recent Form 5500 (with all attachments), most recent summary plan description, any summaries of material modifications applicable to such summary plan description, the most recent actuarial reports (including the DAMP), and the mortality tables and annual discount rates specified in the DAMP, for the Seller Pension Plan. To the Knowledge of Seller, there are no material errors in the documents listed in the preceding sentence.

**Section 3.19. Environmental Protection**

(a) Except as set forth in Schedule 3.19:

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

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

(iii) As of the date of this Agreement, Seller and Media General, with respect to the Business, are not the subject of any pending or, to the Knowledge of the Seller, threatened action, claim, complaint, investigation or notice of noncompliance or potential responsibility or other proceedings alleging any failure of the Business to comply with, or liability of the Business under, any Environmental Law, except as would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect; and

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

(b) The representations and warranties contained in this Section 3.19 are the sole and exclusive representations and warranties relating to Environmental Law or Hazardous Materials.

**Section 3.20. MVPD Matters.** Schedule 3.20 contains, as of the date hereof, (i) a list of each Station retransmission consent contract existing as of the date hereof to which Seller is a party with any MVPD that has more than 25,000 subscribers in the Station's Market,

and (ii) a list of the MVPDs that, to the Knowledge of the Seller, carry the Station and have more than 25,000 subscribers with respect to the Station outside of the Station's Market. The Seller has entered into retransmission consent contracts with respect to each MVPD that has more than 25,000 subscribers in the Station's Market, and, to the Knowledge of the Seller, as of the date of this Agreement, no MVPD is retransmitting the signal of the Station without the authorization of Seller or Media General. The Station made timely and valid retransmission consent elections for the 2015-2017 retransmission consent election cycle with respect to (i) each MVPD identified in the FCC's COALs database as of August 1, 2014 and (ii) each MVPD that is a direct broadcast satellite system.

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

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF THE BUYER

As an inducement to the Seller to enter into this Agreement and to consummate the transactions contemplated hereby, each of the WCWJ Buyer and the WSLs Buyer (and, with respect to Sections 4.1, 4.2 and 4.7, the Pension Buyer) represents and warrants to the Seller as follows:

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

**Section 4.2. Authority of the Buyer.**

(a) Such Buyer has the requisite organizational power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by such Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements"), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

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

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

(i) conflict with, result in a breach of the terms, conditions or provisions of, or constitute a default, an event of default or an event creating rights of acceleration, termination or cancellation or a loss of rights under, or result in the creation or imposition of any Encumbrance upon any assets of such Buyer under, (A) the certificate of incorporation, bylaws or other organizational documents of such Buyer, or (B) any material indenture, note, mortgage, lease, guaranty or other agreement, or any judgment, order, award or decree, to which such Buyer or any of its Affiliates is a party or is bound, or (C) any Laws affecting such Buyer, except, in the case of each of the foregoing clauses (B) and (C), as would not, individually or in the aggregate, restrict or delay the ability of such Buyer to consummate promptly the transactions contemplated by this Agreement; or

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

**Section 4.3. Litigation.** None of such Buyer or any of its Affiliates is a party to any action, suit or proceeding pending or, to the Knowledge of the Buyer, threatened which, if adversely determined, would reasonably be expected to restrict the ability of such Buyer to consummate promptly the transactions contemplated by this Agreement. There is no order to which such Buyer or any of its Affiliates is subject which would reasonably be expected to restrict the ability of such Buyer to consummate promptly the transactions contemplated by this Agreement.

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

**Section 4.5. Qualifications as FCC Licensee.**

(a) Except as disclosed in Schedule 4.5(a), such 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. Except as disclosed in Schedule 4.5(a), to the Knowledge of the Buyer there are no facts or circumstances with respect

to such Buyer that would, under the Communications Act or any other applicable Laws, (i) result in the FCC's refusal to grant the FCC Consent, (ii) disqualify such Buyer as the assignee of the Seller FCC Authorizations with respect to the Station or as the owner and operator of the Station, (iii) delay the FCC's processing of the FCC Applications, or (iv) cause the FCC to impose a material condition or conditions on its granting of the FCC Consent. Except as disclosed in Schedule 4.5(a), no waiver of or exemption from, whether temporary or permanent, any provision of the Communications Act, or any divestiture or other disposition by such Buyer or any of their respective Affiliates of any asset or property, is necessary for the FCC Consent to be obtained under the Communications Act. Except as disclosed in Schedule 4.5(a), such Buyer has no reason to believe that the FCC Applications might be challenged or might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to such Buyer or such Buyer's operation of the Station.

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

**Section 4.7. Buyer Pension Plan Matters.** The Buyer Pension Plan has received a favorable determination letter from the Internal Revenue Service which is still in effect, and has complied with all requirements of such letter, and, to the Knowledge of the Buyer, no event has occurred that could reasonably be expected to result in the disqualification of the Buyer Pension Plan by the Internal Revenue Service. The Buyer has provided the Seller with true and complete copies of the current plan document, the most recent Form 5500 (with all attachments), most recent summary plan description, any summaries of material modifications applicable to such summary plan description, the most recent actuarial reports, and the actuarial methods and assumptions including the mortality tables and annual discount rates specified for purposes of "Employer Accounting (ASC 715)" and actually used with respect to the Buyer Pension Plan as of December 31, 2015. To the Knowledge of the Buyer, there are no material errors in the documents listed in the preceding sentence. As of the date of this Agreement, the Buyer Pension Plan is fully funded on a plan termination basis as determined under Section 4044 of ERISA.

## ARTICLE V

### ACTION PRIOR TO THE CLOSING DATE

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

**Section 5.1. Access to the Business.** Upon the written request of the Buyer and at the Buyer's sole expense, the Seller shall afford and use reasonable efforts to cause (including by enforcing its rights under the Merger Agreement) Media General to afford to the officers, employees and authorized representatives of the Buyer (including independent public accountants, attorneys and consultants; provided that Seller shall be given a reasonable opportunity to participate in any meetings or other discussions with such independent public accountants) reasonable access during normal business hours, and upon reasonable prior notice, to the offices, properties, employees and business, personnel and financial records of the Business to the extent reasonably necessary for Buyer's transition planning and shall furnish to the Buyer or its authorized representatives such additional information concerning the Business as shall be reasonably requested to the extent reasonably necessary or desirable for Buyer's transition planning; provided, however, that the Seller and Media General shall not be required to violate any obligation of confidentiality or other obligation under applicable Law to which the Seller or Media General is subject in discharging their obligations pursuant to this Section 5.1. The Buyer agrees that any such access shall be conducted in such a manner as not to interfere unreasonably with the operations of the Business, Media General or the Seller. Notwithstanding the foregoing, Seller shall not be required to (and shall not be required to cause Media General to) (i) take any action which would constitute a waiver of attorney-client or other privilege or would compromise the confidential information of the Seller or Media General not related to the Business, (ii) supply the Buyer with any information which, in the reasonable judgment of the Seller or Media General, the Seller or Media General, as applicable, is under a contractual or legal obligation not to supply, (iii) permit the Buyer or any of its Affiliates to conduct any sampling of soil, sediment, groundwater, surface water or building material or (iv) execute or deliver any certificate, document, instrument or agreement that is effective prior to the Closing or agree to any change or modification of any existing certificate, document, instrument or agreement that is effective prior to the Closing. Any information disclosed to the Buyer by the Seller or Media General under this Section 5.1 shall be held in accordance with the Confidentiality Agreement, dated as of February 15, 2016 (the "Confidentiality Agreement"), by and between Seller and Buyer.

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

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

(b) Each party shall promptly notify the other of any action, suit or proceeding that shall be instituted or threatened against such party to restrain, prohibit or otherwise

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

**Section 5.3. FCC Consent; HSR Act Approval; Other Consents and Approvals.**

(a) As soon as reasonably practicable after the date hereof, or by such date to which the parties shall otherwise agree, the Buyer and its Affiliates, as applicable shall file, and the Seller shall, and shall use reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General or its Affiliates to file, with the FCC the necessary applications requesting its consent to the Assignment of the Seller FCC Authorizations to the Buyer, as contemplated by this Agreement (the “FCC Applications”). The Seller shall, and shall use reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General and its Affiliates to, and the Buyer shall, or shall cause its Affiliates to, cooperate in the preparation of such applications and will diligently take, or cooperate in the taking of, all necessary, desirable and proper steps, provide any additional information required by the FCC and shall use reasonable best efforts to obtain promptly the FCC Consent; provided, however, that the parties hereto acknowledge and agree that Seller and Media General may take various actions related to obtaining necessary approvals for the Merger and to consummate the Merger, including amending the FCC Applications (which may affect the timing of FCC action with respect to the FCC Applications), and such actions shall not be deemed a violation of this obligation; provided, that no amendment to the FCC Applications shall be filed except after reasonable consultation between Buyer and Seller and, in the event that such amendment proposes or could reasonably be expected to result, directly or indirectly, in the Buyer and/or the Station becoming subject to any obligations and/or to any condition on a Seller FCC Authorization, after Buyer has consented to such amendment. The Seller, on the one hand, and the Buyer, on the other hand, shall bear the cost of FCC filing fees relating to the FCC Applications equally. The Buyer and the Seller shall (including, in the case of Seller, by using reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General to) oppose any petitions to deny or other objections filed with respect to the FCC Applications to the extent such petition or objection relates to any such party. Neither Seller nor Buyer shall take, and each shall cause its Affiliates not to take, (and, in the case of Seller, shall use reasonable efforts (including by enforcing its rights under the Merger Agreement) to prevent Media General and its Affiliates from taking) any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the receipt of the FCC Consent, subject to Section 5.3(d) below; provided, however, that the parties hereto acknowledge and agree that the Seller and Media General may take various actions related to obtaining necessary approvals for the Merger and to consummate the Merger, including amending the FCC Applications (which may affect the timing of FCC action with respect to the FCC Applications), and such actions shall not be deemed a violation of this obligation; provided further that no amendment to the FCC Applications shall be filed except after reasonable consultation between Buyer and Seller and, in the event that such amendment proposes or could reasonably be expected to result, directly or indirectly, in the Buyer and/or the Station becoming subject to any obligation and/or to any

condition on a Seller FCC Authorization, after Buyer has consented to such amendment. Subject to Section 5.3(d), the parties agree that they will cooperate to amend the FCC Applications as may be necessary or required to reflect the consummation of the Merger or to otherwise obtain the timely grant of the FCC Consent. As may reasonably be necessary to facilitate the grant of the FCC Consent, in the event that in order to obtain the FCC Consent in an expeditious manner, it is necessary for the Buyer, the Seller and/or any of their Affiliates to enter into a customary assignment, assumption, tolling, or other similar arrangement with the FCC to resolve any complaints with the FCC relating to the Station, each of the applicable Buyer and/or Seller shall enter, or cause its Affiliates, as applicable, to enter, into such a customary assignment, assumption, tolling or other arrangement with the FCC.

(b) As soon as reasonably practicable after the date hereof, or by such date to which the parties shall otherwise agree, to the extent required by applicable Laws, the Seller and the Buyer shall file, and shall cause their respective Affiliates to file (if necessary), with the FTC and the Antitrust Division of the DOJ any notifications and other information required to be filed with such commission or department under the HSR Act, or any rules and regulations promulgated thereunder, with respect to the transactions contemplated by this Agreement, and shall request early termination of the waiting period thereunder. Each of the Seller and the Buyer shall file (and, in the case of Seller, shall use reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General and its Affiliates to file), and shall cause their respective Affiliates to file, as promptly as practicable such additional information as may be requested to be filed by such commission or department. To the extent permitted by applicable Law, each of (x) the Seller and Media General, and (y) the Buyer shall notify the other of any material notice or communication from any Governmental Body in connection with the transactions contemplated by this Agreement. The Seller and the Buyer shall bear the cost of any filing fees payable under the HSR Act in connection with the notifications and information described in this Section 5.3(b) equally.

(c) Subject to the terms and conditions herein, the Seller and the Buyer shall, use their respective reasonable best efforts to consummate and make effective the transactions contemplated hereby and to cause the conditions set forth in Article VII and Article VIII to be satisfied as promptly as reasonably practicable after the date hereof, including (i) in the case of the Buyer, the obtaining of all necessary consents, approvals, waivers and authorizations of, actions or nonactions by, and making of all required filings and submissions with, any Governmental Body or any third party required in connection with the transactions contemplated by this Agreement, (ii) cooperating with each other in (A) determining which filings are required to be made prior to the Closing with, and which consents, approvals, permits, notices or authorizations are required to be obtained prior to Closing from, Governmental Bodies or third parties in connection with the execution and delivery of this Agreement and related agreements, and consummation of the transactions contemplated hereby and thereby and (B) timely making all necessary filings and timely seeking all consents, approvals, permits, notices or authorizations, (iii) using their respective reasonable best efforts to obtain DOJ Consent and approval of the transactions by the DOJ or the FTC as required under the HSR Act (if necessary) and any DOJ Final Judgment, including, subject to the terms of this Agreement, if the DOJ notifies, orally or in writing, the Seller, the Buyer, or Media General that this Agreement and the transactions contemplated hereby are not acceptable unless certain language of this Agreement is modified, the parties shall use their respective reasonable best efforts to make without undue

delay any such modifications and (iv) taking, or causing to be taken (including, in the case of Seller, by using reasonable best efforts (including by enforcing its rights under the Merger Agreement) to cause Media General to take or cause to be taken), all other actions and doing, or causing to be done, and cooperating with each other in order to do, all other things necessary or appropriate to consummate the transactions contemplated hereby as soon as practicable; provided, however, that the parties hereto acknowledge and agree that Seller and Media General may take various actions related to obtaining necessary approvals for the Merger and to consummate the Merger, including amending the FCC Applications (which may affect the matters referred to in clauses (ii), (iii) and (iv) above), and such actions shall not be deemed a violation of this obligation; provided further that no amendment to the FCC Applications shall be filed except after reasonable consultation between Buyer and Seller and, in the event that such amendment proposes or could be reasonably be expected to result, directly or indirectly, in the Buyer and/or the Station becoming subject to any obligation and/or to any condition on a Seller FCC Authorization, after Buyer has consented to such amendment. The Buyer agrees not to, and shall cause its Affiliates not to, take any action that would reasonably be expected to materially delay, materially impede or prevent receipt of the Governmental Consents.

(d) Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that the Buyer shall not have any obligation to litigate or contest any administrative or judicial action or proceeding or any decree, judgment, injunction or other order, whether temporary, preliminary or permanent. Notwithstanding anything in this Agreement to the contrary, it is further expressly understood and agreed that the Buyer shall not be under any obligation to make proposals, execute or carry out agreements, enter into consent decrees or submit to orders or conditions (including without limitation conditions to the FCC Consent) providing for (i) the sale, divestiture, license or other disposition or holding separate (through the establishment of a trust or otherwise) of any assets or categories of assets of the Buyer or any of its Affiliates, or of the Purchased Assets; (ii) the imposition of any limitation or regulation on the ability of the Buyer or any of its Affiliates freely to operate Station WCWJ or its Business or Buyer's affiliated television station WJXT or its business (other than agreements to any notification requirements necessary to obtain the DOJ Consent); (iii) the imposition of any limitation or regulation on the ability of the Buyer or any of its Affiliates freely to operate Station WSLs or its Business, unless such limitation or regulation would not reasonably be expected to have a material adverse effect on the business, operations, or financial condition of Station WSLs or its Business; (iv) other than with respect to Station WCWJ or Station WSLs or their Business or Buyer's affiliated television station WJXT or its business (all of which are covered by clauses (ii) and (iii) above), the imposition of any limitation or regulation on the ability of the Buyer or any of its Affiliates freely to conduct their business or to own and operate their assets and businesses (other than agreements to any notification requirements necessary to obtain the DOJ Consent) or (v) the holding separate of the Purchased Assets or any limitation or regulation on the ability of the Buyer or any of its Affiliates to exercise full rights of ownership of such assets. With regard to any Governmental Body, without Buyer's written consent, in Buyer's sole discretion, the Seller and its Affiliates shall not (and the Seller shall use its reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General not to) discuss or commit to any divestiture transaction, or discuss or commit to alter their businesses or commercial practices in any way, or otherwise take or commit to take any action that, in the case of any of the foregoing, limits the Buyer's freedom of action with

respect to, or the Buyer's ability to retain any of the Purchased Assets or otherwise receive the full benefits of this Agreement.

(e) The Seller and the Buyer shall, and shall cause their respective Affiliates to, (including, in the case of Seller, by using reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General and its Affiliates to) use reasonable best efforts to obtain all consents and amendments from the parties to the Station Agreements which are required by the terms thereof or this Agreement for the consummation of the transactions contemplated by this Agreement; provided, however, that neither the Seller, the Buyer, Media General nor any of their respective Affiliates shall have any obligation to offer or pay any consideration in order to obtain any such consents or amendments, including, with respect to the Seller and Media General, any obligation to amend, modify or otherwise alter the terms of any contract or agreement with any such party that is not included in the Purchased Assets or, insofar as any Multi-Station Contract relates to Other Seller Stations (as such terms are defined in Section 5.7), the terms thereof relating to Other Seller Stations; and provided, further, that the parties acknowledge and agree that such third party consents are not conditions to Closing, except for those certain third party consents applicable to the Station set forth on Schedule 5.3(e) (the "Required Consents"), which Required Consents so set forth shall include, without limitation, any consents necessary to assign the Station's network affiliation agreement(s) to Buyer unless Buyer has agreed to a replacement affiliation agreement with the applicable network(s).

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

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

(b) Notwithstanding Section 5.4(a) and subject to Section 6.3 regarding control of the Station, except (w) as expressly contemplated by this Agreement, (x) as set forth in Schedule 5.4(b), (y) as required by applicable Laws or by any Governmental Body of competent jurisdiction, or (z) with the prior written consent of the Buyer (which consent shall not be unreasonably withheld, delayed or conditioned), the Seller shall not and (i) prior to the Merger Closing Date, shall use its reasonable best efforts to cause Media General and its Affiliates (including by enforcing the Seller's rights under the Merger Agreement) not to, and (ii) following the Merger Closing Date shall cause each of its Affiliates not to, in respect of each Station:

- (i) enter into any contract or commitment that would be binding on the Buyer after the Closing Date and that involves the payment or potential payment by the Station of more than \$250,000 per annum;
- (ii) other than those capital expenditures listed in Schedule 5.4(b)(ii), make or authorize any new capital expenditures, other than capital expenditures to address exigent circumstances that do not exceed \$250,000 individually or \$1 million in the aggregate;
- (iii) enter into any contract for the purchase of real property or exercise any option to extend a lease listed in Schedule 3.9(b) or enter into any real property lease (as tenant);
- (iv) sell, lease (as lessor), transfer or otherwise dispose of (including any transfers to any Affiliates of Seller or Media General) or mortgage or pledge, or impose or suffer to be imposed any Encumbrance on, any of the material assets or properties relating to the Purchased Assets, other than the sale, lease (as lessor), transfer or other disposal of property sold or otherwise disposed of in the ordinary course of the Business or pursuant to existing contracts or commitments, and other than Permitted Encumbrances;
- (v) create, incur or assume, or agree to create, incur or assume, any indebtedness for borrowed money, except in the ordinary course of the Business or pursuant to existing contracts or commitments;
- (vi) adopt, or institute any increase in, any profit sharing, bonus, incentive, deferred compensation, insurance, pension, retirement, medical, hospital, disability, welfare or other employee benefit plan with respect to its employees, other than (A) in the ordinary course of the Business, (B) as required by any such plan or Laws, or (C) as would not become a liability of the Business or Buyer pursuant to this Agreement or otherwise;
- (vii) make or change any material Tax election with respect to the Purchased Assets, except in the ordinary course of the Business;
- (viii) terminate or cancel any insurance coverage maintained by Seller or Media General with respect to the Purchased Assets without replacing such coverage with a comparable amount of insurance coverage;
- (ix) fail to use reasonable best efforts to maintain in full force and effect in accordance with their respective terms and conditions, any of the material Seller FCC Authorizations, or to not take or fail to take any action that could reasonably be expected to cause the FCC or any other Governmental Body to institute proceedings for the suspension, revocation or adverse modification of any of the material Seller FCC Authorizations in any material respect;
- (x) in respect of the Business, materially change any accounting period or change in any material respect its accounting methods (or underlying

assumptions), principles or practices affecting its assets, liabilities or business, in each case, in effect on the date hereof, except as required by changes in applicable Law;

(xi) amend the FCC Applications, except in accordance with the procedures set forth in Section 5.3;

(xii) other than in the ordinary course of the Business and consistent with past practice, (A) enter into any new, or materially modify the terms of any existing, Employment Agreement with any Employee; (B) make any material increase in the compensation of the Employees (and, for the avoidance of doubt, it being agreed that the granting of annual cash incentive bonus awards in the ordinary course of the Business and consistent with past practice shall not be prohibited); or (C) enter into any employment agreement or independent contractor agreement for services to be performed on behalf of the Station or the Business with any Employee or individual service provider (for the avoidance of doubt, any new agreements or modifications entered into under clause (A) or (C) shall not be Employment Agreements that are assigned to Buyer pursuant to Section 6.2 unless Buyer consents to such assignment); provided, however, that as it relates to Station WSLS Seller shall only be required to use reasonable best efforts to cause Media General to comply with this Section 5.4(b)(xii) (but, notwithstanding anything in this Agreement to the contrary, Buyer shall not be required to assume, honor, match or recognize any such terms, agreements, modifications, increases or other changes by Media General, or its Affiliates, that are otherwise prohibited by this Section 5.4(b)(xii) (“**Excess Arrangements**”));

(xiii) grant any exceptions to allow Employees to rollover accrued vacation, sick or other leave to the next calendar year; provided, however, that as it relates to Station WSLS Seller shall only be required to use reasonable best efforts to cause Media General to comply with this Section 5.4(b)(xiii) (but, notwithstanding anything in this Agreement to the contrary, Buyer shall not be required to recognize or give credit for any such vacation, sick or other leave that Media General, or its Affiliates, permit Employees to rollover (“**Excess Leave**”));

(xiv) cause, whether by action or inaction, any Station to have must-carry status for the 2018-2020 must-carry/retransmission consent election cycle provided, however, that as it relates to Station WSLS Seller shall only be required to use reasonable best efforts to cause Media General to comply with this Section 5.4(b)(xiv); or

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

(c) Prior to the Closing, Seller and Media General will deliver to Buyer, reasonably promptly after filing, copies of any reports, applications or communications with the FCC related to the Station which are filed between the date of this Agreement and the Closing.

(d) Seller and Media General shall pay all charges that are incurred under Program Rights Agreements through the end of the month prior to the month in which the Closing occurs. Any charges under Program Rights Agreements that are attributable to the month in which the Closing occurs shall be pro-rated in accordance with Section 2.6(a).

**Section 5.5. Interim Financial Statements.** Following the date of this Agreement and prior to the Closing, Seller shall deliver to Buyer copies of any monthly, quarterly or annual unaudited financial statements relating solely to the Business that may be prepared by Seller, Media General or any of their respective Affiliates (collectively, the “Interim Financial Statements”). Notwithstanding the foregoing, with respect to a Station owned by Media General as of the date hereof, the Seller’s responsibility shall be limited to providing such Interim Financial Statements received by Seller from Media General. For purposes of clarity, neither Seller nor Media General shall be required to prepare such unaudited financial statements if such statements are not prepared by the Seller or Media General in the ordinary course of business.

**Section 5.6. Public Announcement.** Neither the Seller, Buyer nor any of their Affiliates shall, (and Seller will use reasonable efforts (including by enforcing its rights under the Merger Agreement) to cause Media General not to) without the approval of the other, make any press release or other public announcement concerning the transactions contemplated by this Agreement, except as and to the extent that any such party shall be so obligated by Laws or by the rules, regulations or policies of any national securities exchange or association.

**Section 5.7. Multi-Station Contracts.** Schedule 5.7 contains a list as of the date hereof of material contracts and agreements which are included in the Purchased Assets and to which one or more television stations, other than the television stations set forth in the second recital hereto, of the Seller or Media General (an “Other Seller Station”) is party to, or has rights or obligations thereunder (any such contract or agreement, a “Multi-Station Contract”). The rights and obligations under the Multi-Station Contracts that are assigned to and assumed by Buyer (and included in the Purchased Assets and Assumed Liabilities, as the case may be) shall include only those rights and obligations under such Multi-Station Contracts that are applicable to the Station. The rights of each Other Seller Station with respect to such contract or agreement and the obligations of each Other Seller Station to such contract or agreement shall not be assigned to and assumed by Buyer (and shall be Excluded Assets and Excluded Liabilities, as applicable). For purposes of determining the scope of the rights and obligations of the Multi-Station Contracts, the rights and obligations under each Multi-Station Contract shall be equitably allocated among (1) the Station, on the one hand, and (2) the Other Seller Stations, on the other hand, in accordance with the following equitable allocation principles:

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

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

(d) Subject to any applicable third-party consents, such allocation and assignment with respect to any Multi-Station Contract shall be effectuated, by mutual good faith agreement of the Seller and the 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 related rights and obligations 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 5.7; provided, that subject to Section 5.3(e), completion of documentation of any such allocation under this Section 5.7 is not a condition to Closing.

**Section 5.8. Employees.** For purposes of Section 6.2, at least ten (10) days prior to the Closing, Seller and Media General shall provide Buyer with an updated list of the Employees, including any updates to the information set forth in Section 3.12(a) (including whether such individual is on authorized leave of absence, sick leave, short or long term disability leave, military leave or layoff), and accrued and unused vacation and sick leave as of Closing and the termination date of any Employment Agreement, if applicable.

## ARTICLE VI

### ADDITIONAL AGREEMENTS

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

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

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

(c) The Seller and the Buyer shall (i) provide assistance to each other party as reasonably requested in preparing and filing Tax returns with respect to the Business and the Purchased Assets; (ii) make available to each other Party as reasonably requested all information,

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

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

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

(a) Employment. The Buyer or any of its Affiliates shall offer employment to each Employee who is an Employee as of Closing, but excluding any individual whose Employment Agreement is listed on Schedule 2.2(j) relating to Station WCWJ, and (i) is not as of Closing on authorized leave of absence, sick leave, short or long term disability leave, military leave or layoff with recall rights (“Active Employees”); or (ii) is as of Closing on authorized leave of absence, sick leave, short or long term disability leave, military leave or layoff with recall rights and who returns to active employment immediately following such absence and within six (6) months of the Closing Date (“Inactive Employees”), and in each case such employment shall be offered effective as of such Active Employee’s or Inactive Employee’s Employment Commencement Date (as defined below). For the purposes hereof, all Active Employees and Inactive Employees who accept an offer of employment from the Buyer and commence employment on the applicable Employment Commencement Date are hereinafter referred to collectively as the “Transferred Employees,” and the “Employment Commencement Date” as referred to herein shall mean (x) as to those Transferred Employees who are Active Employees, the Closing Date, and (y) as to those Transferred Employees who are Inactive Employees, the date on which the Transferred Employee begins employment with the Buyer or any of its Affiliates. The Buyer shall employ at-will those Transferred Employees who do not have employment agreements with the Seller or Media General initially (and during the one (1) year following Closing to the extent such persons remain employed with Buyer) at a monetary compensation (consisting of base salary, and, as applicable, commission rate and annual bonus opportunity) substantially the same as those provided by Seller or Media General, as applicable, immediately prior to the Closing Date; provided, however, that Buyer shall not be obligated to match new compensation terms established by Media General after the execution of this Agreement if such terms would not be permitted under this Agreement. The initial terms and conditions of employment for those Transferred Employees who have Employment Agreements with the Seller or Media General shall be as set forth in such Employment Agreements, which shall, to the extent permitted under the applicable agreements, be assigned to Buyer and assumed by Buyer. The Buyer agrees that it or one of its Affiliates shall, for at least one (1) year after the Closing Date, provide each Transferred Employee who remains employed with the Buyer or any of its Affiliates with (i) benefits and compensation (other than monetary compensation and severance benefits) that are substantially similar in the aggregate to those provided to similarly situated employees of Buyer and its Affiliates (but without taking into account any supplemental executive retirement plan or deferred compensation plan that may be provided to other

employees of Buyer and its Affiliates but that is not available to new hires of Buyer and its Affiliates) and (ii) severance benefits as set forth on Schedule 6.2(a).

(b) Bonuses. As promptly as practicable after the Closing (but in no event more than thirty (30) days after Closing), Seller shall pay to each Transferred Employee (i) any annual, semi-annual, or quarterly bonus or other incentive pay for which such Transferred Employee is eligible based on Seller's bonus policies for the year, half year or quarter in which the Closing occurs, as applicable, prorated through the Closing (which bonus shall be based upon actual performance determinations made by Seller, unless such determinations cannot be made as of the time of payment, in which case the amount would be based upon the applicable target performance) and (ii) unpaid commissions for the period prior to Closing. Seller shall be responsible for any bonus, commissions or incentive pay for each Inactive Employee for periods prior to each such individual's Employment Commencement Date. Any bonus, commissions, or incentive pay provided by Buyer shall be based solely on the period that follows the Employment Commencement Date.

(c) Service Credit. For purposes of determining eligibility to participate and vesting (but not for purposes of benefit accrual under a defined benefit plan, except as may be required by applicable Laws in connection with the Pension Transfer) under any plan maintained by the Buyer or any of its Affiliates in which Transferred Employees are eligible to participate, the Buyer shall, and shall cause its Affiliates to, recognize or cause to be recognized each Transferred Employee's service with the Seller or Media General, and with any predecessor employer, to the same extent recognized by the Seller or Media General, as applicable, as service with the Buyer or any of its Affiliates, 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.

(d) 401(k) Plan. The Buyer shall cause a tax-qualified defined contribution plan established or designated by the Buyer or any of its Affiliates ("Buyer's 401(k) Plan") to accept rollover contributions from the Transferred Employees of any account balances distributed to them by the existing tax-qualified defined contribution plan established or designated by the Seller or Media General (each a "Seller's 401(k) Plan"), provided, that Seller or Media General has provided Buyer with a copy of the most recent Internal Revenue Service Determination letter on which the Seller or Media General, as applicable, is entitled to rely with respect to the applicable Seller 401(k) Plan, and provided further that Buyer's 401(k) Plan shall not be required to accept Roth amounts from any Seller 401(k) Plan. The Buyer shall, and shall cause its Affiliates to, allow any such Transferred Employees' outstanding plan loan under a Seller's 401(k) Plan to be rolled into the Buyer's 401(k) Plan; provided that such plan loan satisfies all material legal requirements, is not a nonexempt "prohibited transaction" under Sections 406 and 408 of ERISA or Section 4975 of the Code and is not in default as of the date of such rollover. Seller or Media General, as applicable, shall cause, as of the Closing Date, all matching and other employer contributions of the Transferred Employees under the Seller's 401(k) Plan to be fully vested. The distribution and rollover described herein shall comply with applicable Laws, and the Buyer and the Seller shall, and shall cause their respective Affiliates to, make all filings and take any actions required of each such Person by applicable Laws in connection therewith.

(e) Welfare Plans. The Seller, or Media General, as applicable, 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 Transferred Employees and their covered dependents prior to the Employment Commencement Date to the extent payable under the terms of the relevant Employee Plan. With respect to any welfare benefit plans maintained by the Buyer or any of its Affiliates in which the Transferred Employees are eligible to participate on or after the Employment Commencement Date, to the extent permitted by Laws, the Buyer shall, and shall cause its Affiliates to, use commercially reasonable efforts to (i) cause there to be waived any waiting periods 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 in the plan year in which the Employment Commencement Date occurred. Seller shall reasonably cooperate with Buyer to provide, or cause the Seller's vendors to provide, such information reasonably required for Buyer to comply with its obligations under clause (ii) of this Section 6.2(e).

(f) Reserved.

(g) Vacation. The Buyer shall grant credit to Transferred Employees for all unpaid, accrued vacation (excluding any Excess Leave) as of the Employment Commencement Date, give service credit under a vacation policy of the Buyer in which Transferred Employees are eligible to participate for service with the Seller or Media General (except that such service need not be recognized to the extent such recognition would result in the duplication of benefits), and permit Transferred Employees to use their vacation entitlement accrued as of Closing during the remainder of the calendar year in which Closing occurs.

(h) Sick Leave. The Buyer shall grant credit to Transferred Employees for all unused sick leave accrued (excluding any Excess Leave) by Transferred Employees on the basis of their service during the current calendar year as employees of the Seller or Media General, and shall permit Transferred Employees to use their unused sick leave accrued as of Closing during the remainder of the calendar year in which Closing occurs.

(i) Payroll Matters.

(i) The Seller and the Buyer shall follow the "standard procedures" for preparing and filing Internal Revenue Service Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53 for Transferred Employees. Under this procedure, (i) the Seller shall provide all required Forms W-2 to (x) all Transferred Employees reflecting wages paid and taxes withheld by the Seller prior to the Employment Commencement Date, and (y) all other employees and former employees of the Seller who are not Transferred Employees reflecting all wages paid and taxes withheld by the Seller, and (ii) the Buyer (or one of its Affiliates) shall provide all required Forms W-2 to all Transferred Employees reflecting all wages paid and taxes withheld by the Buyer (or one of its Affiliates) on and after the Employment Commencement Date. To the extent reasonably required for the Buyer to comply with its tax and payroll obligations under the preceding sentence, Seller shall provide to Buyer upon

request information relating to wages paid to and taxes withheld from (and related payroll matters) for each Transferred Employee in respect of the portion of the current calendar year through the applicable Employment Commencement Date.

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

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

(j) WARN Act. On or before the Closing Date, Seller shall provide the Buyer with a true, correct and complete list of all Employees who experienced an “employment loss” (within the meaning of the WARN Act) within the ninety (90) days immediately preceding the Closing Date; such list will indicate the employee’s name, site of employment, position or job title, starting date of employment, and date of work hour reduction, termination or layoff, as applicable. Subject to Seller providing the list described in the preceding sentence, the Buyer shall (i) not, and shall cause its Affiliates not to, take any action on or after the Closing that would cause any work hour reduction or termination of employment of any employees by the Seller or Media General that occurs before the Closing to constitute a “plant closing” or “mass layoff” under the Worker Adjustment and Retraining Act of 1988, as amended or any similar state or local Laws (collectively, the “WARN ACT”) and (ii) be responsible for all liabilities with respect to any amounts (including any severance, fines or penalties) payable under or pursuant to the WARN Act with respect to any Employees who do not become Transferred

Employees as a result of the failure of the Buyer to extend offers of employment or continued employment as required by Section 6.2 or in connection with events that occur from and after the Closing.

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

(l) Without limiting the generality of Section 11.6, nothing in this Section 6.2, express or implied, is intended to confer on any Person (including any Transferred Employees and any current or former employees of the Seller) other than the parties hereto and their respective successors and assigns, any rights, benefits, remedies, obligations or liabilities (including any third-party beneficiary rights) under or by reason of this Section 6.2. Accordingly, notwithstanding anything to the contrary in this Section 6.2, the parties expressly acknowledge and agree that this Agreement is not intended to create a contract between the Buyer, the Seller or any of their respective Affiliates, on the one hand, and any employee of the Seller or Media General on the other hand, and no employee of the Seller may rely on this Agreement as the basis for any breach of contract claim against the Buyer, the Seller or any of their respective Affiliates. Nothing in this Section 6.2 shall constitute an amendment to or modification of any Employee Plan or other compensation or benefit plan, program, policy, agreement or arrangement or require Buyer or its Affiliates to continue to employ any individual for any specified period of time. Each of Buyer's obligations under this Section 6.2 shall be qualified by the agreement in Section 5.4(b)(xii) that Buyer shall not be required to assume, honor, match or recognize any Excess Arrangements.

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

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

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

**Section 6.6. Prohibited Communications.** Seller and Buyer acknowledge (1) that as of the date of this Agreement, certain direct and indirect communications between Seller and Buyer regarding the FCC Broadcast Incentive Auction, including any bids or bidding strategies of the Station, are prohibited by 47 C.F.R. § 1.2205(b) (the “Prohibited Communications”); and (2) that such Prohibited Communications will remain prohibited until the FCC publicly announces the results of the FCC Broadcast Incentive Auction (the period prior to the FCC’s public announcement of the Auction results hereinafter referred to as the “Anti-Collusion Rule Period”). During the Anti-Collusion Rule Period, neither Seller nor Buyer shall make any statement, either oral or written, or take any action that is prohibited under 47 C.F.R. § 1.2205(b). Notwithstanding any other provision of this Agreement, neither Seller nor Buyer shall be required to provide or communicate to the other or permit the other to access to any information that would communicate, directly or indirectly, its bids or bidding strategies in the FCC Broadcast Incentive Auction in violation of the anti-collusion provisions of the FCC Broadcast Incentive Auction Rules, as they may be interpreted from time to time by the FCC.

## ARTICLE VII

### CONDITIONS PRECEDENT TO OBLIGATIONS OF THE SELLER

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

**Section 7.1. No Breach of Covenants and Warranties.** (a) Buyer shall have performed and complied in all material respects with its covenants and agreements contained herein required to be performed or complied with by it as of or prior to the Closing; and (b) each of the representations and warranties of the Buyer contained in this Agreement shall be true and correct on the Closing Date as though made on the Closing Date (except to the extent that they expressly speak as of a specific date or time other than the Closing Date, in which case they need

only have been true and correct as of such specified date or time), except where the failure of such representations and warranties to be true and correct (without giving effect to any qualifiers or exceptions relating to “materiality” set forth in such representations and warranties), individually or in the aggregate, has not had and would not be reasonably likely to have a material adverse effect on the ability of such Buyer to perform its obligations under this Agreement. In addition, Buyer shall have delivered to the Seller a certificate, dated as of the Closing Date, signed by an executive officer of the Buyer and certifying as to the satisfaction of the conditions specified in this Section 7.1.

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

**Section 7.3. Certain Governmental Approvals.**

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

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

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

## ARTICLE VIII

### CONDITIONS PRECEDENT TO OBLIGATIONS OF THE BUYER

The obligations of each of the WCWJ Buyer and the WSLS Buyer under this Agreement to consummate the sale of the Purchased Assets with respect to each of Station WCWJ and Station WSLS contemplated hereby (and, for the avoidance of doubt, the obligations of the Pension Buyer to assume certain Assumed Liabilities hereunder) shall, be subject to the satisfaction, fulfillment or, where legally possible, waiver on or prior to the Closing Date, of the following conditions:

**Section 8.1. No Breach of Covenants and Warranties.** (a) The Seller shall have performed and complied with in all material respects its covenants and agreements contained herein required to be performed or complied with by it as of or prior to the Closing; (b) each of the representations and warranties of the Seller contained in this Agreement shall be true and correct on the Closing Date as though made on the Closing Date (except to the extent that they expressly speak as of a specific date or time other than the Closing Date, in which case they

need only have been true and correct as of such specified date or time), except where the failure of such representations and warranties to be true and correct (without giving effect to any qualifiers or exceptions relating to “materiality” or “Material Adverse Effect” set forth in such representations and warranties), would not, individually or in the aggregate, be reasonably likely to have a Material Adverse Effect; and (c) no action by the Seller or Media General shall have resulted, or shall reasonably be expected to result, in the non-renewal, termination, cancellation, revocation, or Substantial Impairment (as defined below) of any of the Seller FCC Authorizations. For purposes of this Agreement, “Substantial Impairment” means any material modification or limitation of a Seller FCC Authorization that would materially and adversely alter the Station’s spectrum usage rights, technical facilities, or hours of operation. For the avoidance of doubt, any FCC action taken solely as a result of the repacking process that will follow the FCC Broadcast Incentive Auction shall not constitute a Substantial Impairment. In addition, the Seller shall have delivered to the Buyer a certificate, dated as of the Closing Date, signed by an executive officer of the Seller and certifying as to the satisfaction of the conditions specified in this Section 8.1.

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

**Section 8.3. Conduct of Media General and its Affiliates.** From and after the date of this Agreement, Media General and its Affiliates shall have (i) operated and carried on the Business in all material respects in the ordinary course of the Business in accordance with Section 5.4(a) and (ii) complied in all material respects with the restrictions set forth in Section 5.4(b), subject to the exceptions set forth in clauses (w)-(z) of the introductory sentence of Section 5.4(b).

**Section 8.4. Certain Consents and Approvals.**

(a) The FCC Consent shall have been granted and shall be effective, and shall be consistent with Section 5.3(d);

(b) Any waiting period (and any extension thereof) applicable to consummation of the transactions contemplated by this Agreement under the HSR Act shall have expired or shall have been terminated, if necessary;

(c) All Required Consents shall have been obtained; and

(d) Prior written approval by the DOJ of the terms of the transactions contemplated by this Agreement as prescribed in any DOJ Final Judgment and DOJ Consent shall have been obtained, if applicable, in accordance with Section 5.3(d).

**Section 8.5. Merger.** The Merger shall have been consummated.

**Section 8.6. Closing Deliveries.** The Seller shall have made, or stand ready at the Closing to make, the deliveries contemplated by Section 2.7 to the Buyer.

**Section 8.7. No Material Adverse Effect on Either Station.** Since the date of this Agreement through the Closing, there shall not have been any event, occurrence, fact, change, effect, development, or condition that, individually or in the aggregate, would be reasonably likely to have a Material Adverse Effect on either Station, and the Buyer shall have received a certificate signed on behalf of the Seller by the Chief Executive Officer or the Chief Financial Officer of the Seller to such effect. In the event that the conditions set forth in this Section 8.7 are not met with respect to one Station, neither of the WCWJ Buyer or WSLs Buyer shall be obligated to consummate the Closing with respect to either Station.

## ARTICLE IX

### INDEMNIFICATION

**Section 9.1. Indemnification by the Seller.** From and after the Closing and subject to Section 11.1, the Seller agrees to indemnify and hold harmless each Buyer from and against any and all Losses, Taxes and Expenses imposed upon, or incurred or suffered by, any Buyer Group Member with respect to the Purchased Assets, Excluded Liabilities and the Station purchased by such Buyer, as the case may be, as a result of or arising out of:

- (a) any breach by the Seller of, or any other failure of the Seller to perform, any of its covenants, agreements or obligations pursuant to this Agreement;
- (b) the failure of the Seller to perform any Excluded Liabilities;
- (c) any Substantial Impairment (as defined in Section 8.1) of any of the Seller FCC Authorizations occurring on or after the Closing, to the extent such loss or Substantial Impairment results from any action by the Seller or Media General prior to Closing; or
- (d) any breach or inaccuracy of any of the representations and warranties in Section 3.2(a) [Authority], Section 3.2(b) [Due Authorization], the second sentence of Section 3.9(a) [Real Property] and Section 3.11 [Personal Property] (such representations and warranties, the “Seller Fundamental Representations”) (disregarding any materiality or Material Adverse Effect qualifications contained in such Seller Fundamental Representations).

**Section 9.2. Indemnification by the Buyer.** From and after the Closing and subject to Section 11.1, each of the WCWJ Buyer and the WSLs Buyer, severally and not jointly, agrees to indemnify and hold harmless Seller from and against any and all Losses, Taxes and Expenses imposed upon, or incurred or suffered by, any Seller Group Member with respect to the Purchased Assets, Assumed Liabilities and the Station purchased by such Buyer, as the case may be, as a result of or arising out of:

- (a) any breach by such Buyer of, or any other failure of such Buyer to perform, any of its covenants, agreements or obligations in this Agreement;
- (b) the failure of such Buyer to perform any of the Assumed Liabilities and, except for claims in respect of which the Seller is obligated to indemnify the Buyer Group Members pursuant to Section 9.1, such 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; or

(c) any breach or inaccuracy of any of the representations and warranties in Section 4.2(a) [Authority] or Section 4.2(b) [Due Authorization] (such representations and warranties, the “Buyer Fundamental Representations” and, together with the Seller Fundamental Representations, the “Fundamental Representations”) (disregarding any materiality or Material Adverse Effect qualifications contained in such Buyer Fundamental Representations).

**Section 9.3. Pension Transfer Indemnification.** From and after the Closing and subject to Section 11.1, the Pension Buyer agrees to indemnify and hold harmless Seller from and against any and all Losses, Taxes and Expenses imposed upon, or incurred or suffered by, any Seller Group Member as a result of or arising out of the Pension Transfer (including, but not limited to, any Losses, Expenses or Taxes arising under or out of, or relating to any noncompliance with, Part 4 of Subtitle B of Title I or ERISA, Part 5 of Subtitle B of Title I of ERISA, Section 208 of ERISA, or Sections 401, 414(l), 4975 or 4980 of the Code) but for the avoidance of doubt excluding any Losses caused by a failure of the Seller Pension Plan to have been qualified under Section 401(a) of the Code prior to (and not as a result of) the Pension Transfer or by arithmetical mistakes made by the Seller’s Actuary in its calculation of the Transfer Present Value.

**Section 9.4. 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 11.1, the failure of any Indemnified Party to give the Claim Notice promptly as required by this Section 9.4 shall not affect such Indemnified Party’s rights under this Article IX except to the extent such failure is actually prejudicial to the rights and obligations of the Indemnitor.

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

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

### **Section 9.5. Third Person Claims.**

(a) Notwithstanding anything to the contrary contained in Section 9.4, in order for a party to be entitled to any indemnification provided for under this Agreement in respect of, arising out of or involving a claim or demand made by any third Person against the Indemnified Party, such Indemnified Party must notify the Indemnitor in writing, and in reasonable detail, of the third Person claim promptly, but in any event within ten (10) days, after receipt by such Indemnified Party of written notice of the third Person claim, which such notification must include a copy of the written notice of the third Person claim that was received by the Indemnified Party (the "Third Person Claim Notice"). Thereafter, the Indemnified Party shall deliver to the Indemnitor, promptly, but in any event within five (5) Business Days, after the Indemnified Party's receipt thereof, copies of all notices and documents (including court papers) received by the Indemnified Party relating to the third Person claim. Notwithstanding the foregoing, should a party be physically served with a complaint with regard to a third Person claim, the Indemnified Party must notify the Indemnitor with a copy of the complaint promptly, but in any event within five (5) Business Days, after receipt thereof and shall deliver to the Indemnitor promptly, but in any event within seven (7) Business Days, after the receipt of such complaint copies of notices and documents (including court papers) received by the Indemnified Party relating to the third Person claim. Subject to Section 11.1, the failure of any Indemnified Party to promptly provide a Third Person Claim Notice as required by this Section 9.5 shall not affect such Indemnified Party's rights under this ARTICLE IX except to the extent such failure is actually prejudicial to the rights and obligations of the Indemnitor.

(b) In the event of the initiation of any legal proceeding against the Indemnified Party by a third Person, the Indemnitor shall have the sole and absolute right after the receipt of a Third Person Claim Notice, at its option and at its own expense, to be represented by counsel of its choice and to control, defend against, negotiate, settle or otherwise deal with any proceeding, claim, or demand which relates to any loss, liability or damage indemnified against hereunder; provided, however, that the Indemnified Party may participate in any such proceeding with counsel of its choice and at its expense. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such proceeding, claim or demand. Prior to the time the Indemnified Party is notified by the Indemnitor as to whether the Indemnitor will assume the defense of such proceeding, claim or demand, the Indemnified Party shall take all actions reasonably necessary to timely preserve the collective rights of the parties with respect to such proceeding, claim or demand, including responding timely to legal process. To the extent the Indemnitor elects not to defend such proceeding, claim or demand (or fails to confirm its election) within thirty (30) days after the giving by the Indemnified Party to the Indemnitor of a Third Person Claim Notice, the Indemnified Party may retain counsel, reasonably acceptable to the Indemnitor, at the expense of the Indemnitor, and control the defense of, or otherwise deal with, such proceeding, claim or demand. Regardless of which party assumes the defense of such proceeding, claim or demand, the parties agree to cooperate with one another in connection therewith. Such cooperation shall include providing records and information that are relevant to such proceeding, claim or demand, and making each parties' employees and officers available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder and to act as a witness or respond to legal process. Whether or not the Indemnitor assumes the defense of such proceeding, claim or demand, the Indemnified Party shall not admit any liability with respect to,

or settle, compromise or discharge, such proceeding, claim or demand without the Indemnitor's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). The Indemnitor shall not consent to a settlement of, or the entry of any judgment arising from, any such proceeding, claim or demand without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) unless such settlement or judgment (a) relates solely to monetary damages for which the Indemnitor shall be responsible and (b) includes as an unconditional term thereof the release of the Indemnified Party from all liability with respect to such proceeding, claim or demand, in which event no such consent shall be required. After any final judgment or award shall have been rendered by a court, arbitration board or administrative agency of competent jurisdiction and the time in which to appeal therefrom has expired, or a settlement shall have been consummated, or the Indemnified Party and the Indemnitor shall arrive at a mutually binding agreement with respect to each separate matter alleged to be indemnified by the Indemnitor hereunder, the Indemnified Party shall forward to the Indemnitor notice of any sums due and owing by it with respect to such matter and the Indemnitor shall pay all of the sums so owing to the Indemnified Party by wire transfer, certified or bank cashier's check within thirty (30) days after the date of such notice.

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

To the extent of any inconsistency between this Section 9.5 and Section 6.1(c) with respect to Taxes, the provisions of Section 6.1(c) shall control.

#### **Section 9.6. Limitations; Subrogation; Exclusive Remedies.**

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

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

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

**Section 9.7. 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 Agreement for any punitive, incidental, consequential, special or indirect damages, including loss of future profits, revenue or income, damages based on any multiple of revenue or income, diminution in value or loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, regardless of whether such damages were foreseeable, except to the extent such damages are payable to a third Person. Each of the parties agrees to take all reasonable steps to mitigate their respective Losses and Expenses upon and after becoming aware of any event or condition which could reasonably be expected to give rise to any Losses and Expenses that are indemnifiable hereunder, including using its reasonable best efforts to obtain insurance proceeds or other recoveries from third Persons in respect thereof.

## ARTICLE X

### TERMINATION

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

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

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

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

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

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

(v) by the Seller or the Buyer if the Closing shall not have been consummated on or before May 31, 2017 (the "Termination Date"). Notwithstanding the foregoing, the right to terminate this Agreement under this Section 10.1(a)(v) shall not be available to any party if the failure of the Closing to occur by such date shall be due to the failure of such party to perform or observe the covenants and agreements of such party set forth in this Agreement; or

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

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

(c) Subject to clause (d) below, in the event that this Agreement shall be terminated pursuant to Section 10.1(a), all further obligations of the parties under this Agreement (other than Section 5.6, this ARTICLE X and ARTICLE XI, and, for the avoidance of doubt, the Confidentiality Agreement, which, in each case, shall remain in full force and effect) shall be terminated without further liability of any party; provided that nothing herein shall relieve any party from liability for any breach of this Agreement.

(d) If this Agreement is terminated by the Seller pursuant to Section 10.1(a)(ii) then the Seller shall be entitled to prompt payment on demand from Buyer of the reasonable attorneys' fees actually incurred by the Seller in enforcing its rights under this Agreement. For the avoidance of doubt, the parties hereto expressly acknowledge and agree that

this Section 10.1(d) in no way limits or restricts the Seller's ability to exercise its rights to specific performance pursuant to Section 11.15 at any time prior to the termination of this Agreement in accordance with its terms.

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

## ARTICLE XI

### GENERAL PROVISIONS

**Section 11.1. Survival of Obligations.** None of the covenants, agreements or obligations shall survive the consummation of the Closing, except to the extent such covenants, agreements and obligations contemplate performance after the Closing, in which case each such covenant, agreement and obligation shall survive until performed, provided, that notwithstanding the foregoing, the Fundamental Representations and related provisions in ARTICLE IX (including, for the avoidance of doubt, Section 9.3) shall survive the Closing until the expiration of the applicable statute of limitations. No claim may be brought under this Agreement unless written notice describing in reasonable detail the facts giving rise to the claim is given on or prior to the last day of the applicable survival period. In the event such notice is given, the right to indemnification with respect thereto shall survive the applicable survival period until such claim is finally resolved and any obligations with respect thereto are fully satisfied.

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

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

**Section 11.4. Exclusive Jurisdiction; Court Proceedings.** The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought exclusively in the Chancery Court of the State of Delaware and any state appellate court therefrom or, if such court lacks subject matter jurisdiction, the United States District Court sitting in New Castle County in the State of Delaware, and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by Law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in **Section 11.5** shall be deemed effective service of process on such party. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER IN CONTRACT OR TORT OR OTHERWISE) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM INVOLVING ANY FINANCING SOURCE AND THEIR RESPECTIVE NONPARTY AFFILIATES).

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

If to the Seller:

Nexstar Broadcasting Group, Inc.  
545 E. John Carpenter Freeway  
Suite 700  
Irving, Texas 75062  
Attention: Perry A. Sook and Elizabeth Ryder

Facsimile: (972) 373-8888  
Email: [psook@nexstar.tv](mailto:psook@nexstar.tv) and [eryder@nexstar.tv](mailto:eryder@nexstar.tv)

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

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

If to the WCWJ Buyer, to:

Graham Media Group, Inc.  
161 N. Clark Street, Suite 2900  
Chicago, IL 60601  
Attention: Emily Barr and Heidi Schmid Whiting  
Facsimile: (312) 917-6245  
Email: ebarr@grahammedia.com and hwhiting@grahammedia.com

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

Covington & Burling LLP  
One CityCenter  
850 Tenth Street NW  
Washington, DC 20001  
Attention: Paul V. Rogers  
Facsimile: (202) 778-5592  
Email: progers@cov.com

If to the WSLs Buyer, to:

Graham Media Group, Inc.  
161 N. Clark Street, Suite 2900  
Chicago, IL 60601  
Attention: Emily Barr and Heidi Schmid Whiting  
Facsimile: (312) 917-6245  
Email: ebarr@grahammedia.com and hwhiting@grahammedia.com

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

Covington & Burling LLP  
One CityCenter  
850 Tenth Street NW  
Washington, DC 20001  
Attention: Paul V. Rogers  
Facsimile: (202) 778-5592  
Email: [progers@cov.com](mailto:progers@cov.com)

If to the Pension Buyer, to:

Graham Holdings Company  
1300 17th Street North  
Arlington, VA 22209  
Attention: Nicole Maddrey  
Facsimile:  
Email: nicole.maddrey@ghco.com

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

Covington & Burling LLP  
One CityCenter  
850 Tenth Street NW  
Washington, DC 20001  
Attention: Paul V. Rogers  
Facsimile: (202) 778-5592  
Email: [progers@cov.com](mailto:progers@cov.com)

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

(a) This Agreement and all of its terms shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns, including any successor by a merger or conversion referenced below. Except as provided in this Section 11.6(a), this Agreement shall not be assigned by any party hereto without the prior written consent of the other parties hereto and any attempted assignment without such consents shall be void *ab initio*. Any party (including, for this purpose, Seller) may assign or transfer any of its rights and obligations under this Agreement to any of its Affiliates, provided that no such assignment or transfer materially delays the grant of the FCC Consent, clearance under the HSR Act, if necessary, or approval by the DOJ pursuant to any DOJ Final Judgment, and, provided further, that no such assignment or transfer shall operate to relieve a party of any of its liabilities or obligations hereunder.

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

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

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

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

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

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

**Section 11.9. Interpretation.** Article titles and headings to Sections herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. The Schedules and Exhibits referred to herein shall be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein. For purposes of this Agreement, (i) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation," (ii) the word "or" is not exclusive and (iii) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein (a) to Articles, Sections, Exhibits and Schedules mean the Articles and Sections of, and the Exhibits and Schedules attached to, this Agreement and (b) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and by this Agreement. This Agreement, the Buyer Ancillary Agreements and the Ancillary Agreements shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. References to a "party hereto" or the "parties hereto" or similar phrases shall refer to the Seller and the Buyer. An asset or right shall be deemed to be "exclusively related" to or "exclusively used in" the Business if in the ordinary course of the Business such asset or right is used solely in the Business and is not used by the other businesses and operations of the Seller.

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

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

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

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

**Section 11.14. Disclaimer of Warranties.** Seller makes no representations or warranties with respect to any projections, forecasts or forward-looking information provided to the Buyer. There is no assurance that any projected or forecasted results will be achieved. EXCEPT AS TO THOSE MATTERS EXPRESSLY COVERED BY THE REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT AND THE CERTIFICATES DELIVERED BY THE SELLER PURSUANT TO SECTION 8.1, THE SELLER IS SELLING THE BUSINESS AND THE PURCHASED ASSETS ON AN "AS IS, WHERE IS" BASIS AND SELLER DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTIES WHETHER EXPRESS OR IMPLIED. THE SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NO IMPLIED WARRANTIES WHATSOEVER. The Buyer acknowledges that neither the Seller nor any of its representatives or Affiliates nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any memoranda, charts, summaries or schedules heretofore made available by the Buyer or its representatives or Affiliates or any other information which is not included in this Agreement or the Schedules hereto, and neither the Seller nor any of its representatives or Affiliates nor any other Person will have or be subject to any liability to the Buyer, any Affiliate of the Buyer or any other Person resulting from the distribution of any such information to, or use of any such information by, the Buyer, any Affiliate of the Buyer or any of their agents, consultants, accountants, counsel or other representatives. In making its determination to proceed with the transactions contemplated by this Agreement the Buyer and its Affiliates have relied solely on (a) the results of their own independent investigation and (b) the representations and warranties of Seller expressly and specifically set forth in this Agreement. The Buyer and its Affiliates expressly and specifically disclaim that it they are relying upon or have relied upon any representation or warranty of any kind or nature, whether express or implied, not included in this Agreement that may have been made by any Person, and acknowledge and agree that the Seller expressly and specifically disclaims any such other representations and warranties.

**Section 11.15. Specific Performance.** The parties agree that irreparable damage would occur in the event that any provision of this Agreement was not performed in accordance with its specific terms or was otherwise breached or the Closing was not consummated, and that money damages would not be an adequate remedy, even if available. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions, or any other appropriate form of specific performance or equitable relief, to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof (including the parties' obligations to consummate the Closing) in any court of competent jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that any other party has an adequate remedy at law or that any award of specific performance is not an appropriate remedy for any reason at law or in equity. Any party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to post any bond or other security in connection with any such order or injunction.

[Signatures on following page]

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

**SELLER**

NEXSTAR BROADCASTING, INC.

By:

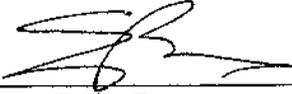


\_\_\_\_\_  
Name: Thomas E. Carter

Title: Chief Financial Officer

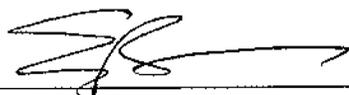
**WCWJ BUYER**

GRAHAM MEDIA GROUP, FLORIDA, INC.

By:   
Name: Emily Barr  
Title: President & CEO

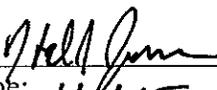
**WLSL BUYER**

GRAHAM MEDIA GROUP, VIRGINIA, LLC

By:   
Name: Emily Barr  
Title: President & CEO

**PENSION BUYER**

GRAHAM HOLDINGS COMPANY,  
solely for purposes of the Sections  
referenced in the Recitals

By:   
Name: Neil S Jones  
Title: Sr VP & CFO