

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “**Agreement**”) is dated as of February 7, 2018, by and among G.I.G. OF NORTH DAKOTA, LLC (“**Seller**”), GRAY TELEVISION GROUP, INC. (“**Buyer**”), and GRAY TELEVISION LICENSEE, LLC (“**License Sub**”).

RECITALS

Seller holds authorizations (the “**FCC Licenses**”) issued by the Federal Communications Commission (“**FCC**”) for KCPM(DT), Grand Forks, North Dakota (Facility Identification Number 86208) (the “**Station**”); and

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the FCC Licenses and certain other assets of the Station for the price and on the terms and conditions set forth in this Agreement. Buyer desires the FCC Licenses to be conveyed from Seller to License Sub.

AGREEMENTS

In consideration of the above recitals, the following covenants and agreements, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller, intending to be legally bound, agree as follows:

SECTION 1. PURCHASE AND SALE; PRICE AND ASSUMPTION

1.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Agreement, upon the consummation of the purchase and sale (the “**Closing**”), Seller shall sell, transfer, assign and deliver to Buyer, and Buyer shall purchase and accept from Seller, on the date of the Closing (the “**Closing Date**”), free and clear of all debts, liens and encumbrances of any nature, all of Seller’s right, title and interest in and to the “**Assets**” described in (a)-(c) below:

(a) The FCC Licenses and all other authorizations issued by the FCC and any federal, state or local governmental authority in connection with the business or operations of the Station as listed on Schedule 1.1(a);

(b) the broadcast equipment and other tangible personal property listed on Schedule 1.1(b); and

(c) the contracts listed on Schedule 1.1(c) (the “**Assigned Contracts**”).

1.2 Purchase Price.

(a) The purchase price for the Assets shall be Two Hundred Fifty-Five Thousand Dollars (\$255,000) (the “**Purchase Price**”).

(b) Within 5 business days of the date hereof, Buyer is making a payment to the FCC of an amount not to exceed Forty Five Thousand Dollars (\$45,000.00) (the “**Advance**”)

on behalf of Seller with regard to the Station in connection with the outstanding regulatory fees due to the FCC by Seller. Buyer and Seller hereby agree that the Purchase Price to be paid at Closing shall be reduced by the actual amount paid of the Advance by Buyer to the FCC.

(c) At the Closing, Buyer shall pay to the trust account of Shainis & Peltzman, Chartered the balance of the Purchase Price (less the Advance) in cash by federal wire transfer of immediately available funds pursuant to wire instructions that Seller shall deliver to Buyer at least two (2) business days prior to the Closing Date. If necessary, the Purchase Price shall be increased or decreased as required to effectuate the proration of expenses applicable to the Assets or the operation of the Station as of the Closing Date in accordance with the principle that Seller shall be responsible for all such expenses allocable to the period prior to the Closing Date and Buyer shall be responsible for all such expenses allocable to the period on and after the Closing Date. Seller and Buyer shall cooperate and use commercially reasonable efforts to agree upon such proration of expenses prior to the Closing.

1.3 Assumption. As of the Closing Date, Buyer shall assume and undertake to pay, discharge, and perform the obligations and liabilities of Seller under the FCC Licenses and the Assigned Contracts solely to the extent they relate to the period on and after the Closing Date. Buyer shall not assume any other obligations or liabilities of Seller or the Station, and Seller shall remain liable for and pay and discharge such other obligations or liabilities.

1.4 FCC Licenses to be Conveyed to License Sub. Notwithstanding any provision herein to the contrary, at the Closing the Seller shall convey the FCC Licenses to License Sub, and License Sub shall perform all obligations under this Agreement with respect to the assumption of the FCC Licenses.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer as follows:

2.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Seller have been duly authorized by all necessary actions on the part of Seller. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors' rights generally and by judicial discretion in the enforcement of equitable remedies.

2.2 No Conflicts. Subject to obtaining the FCC Consent and the other consents listed on Schedule 2.2 (the “**Consents**”), the execution, delivery and performance by Seller of this Agreement will not conflict with (i) any law, judgment, order, or ruling of any court or governmental authority applicable to Seller or (ii) the terms of any agreement, instrument, license, or permit to which Seller is a party or by which Seller may be bound, including, without limitation the Assigned Contracts. There is no claim, legal action or other legal, administrative or tax proceeding, nor any order, decree or judgment, in progress or pending, or to the Seller's knowledge, threatened, against or relating to Seller or the Station.

2.3 FCC Licenses. The FCC Licenses and any other authorizations listed in Schedule 1.1(a) have been validly issued and are in full force and effect, and the Seller is the

authorized legal holder thereof. The FCC has not issued to Seller any other licenses, permits or other authorizations, and the FCC Licenses are the only licenses, permits or authorizations required by the FCC for the ownership or operation of the Station as operated on the date hereof. Except as set forth on Schedule 1.1(a), (i) there is not pending or, to Seller's knowledge, threatened, any actions by or before the FCC to revoke, suspend, cancel, rescind or materially modify the FCC Licenses, (ii) there is not issued, pending or outstanding or, to Seller's knowledge, threatened, by or before the FCC, any order to show cause, notice of violation, or notice of apparent liability against the Station or Seller, and (iii) Seller has not received any written communication from the FCC indicating that Seller or the Station is in violation of any regulation or policy of the FCC. The FCC Licenses are not subject to any restriction or condition that limits Seller's ability to operate the Station, except for such restrictions or conditions that appear on the face of the FCC Licenses. To Seller's knowledge, no application has been filed with the FCC that could reasonably be expected to cause the displacement or adverse modification of the Station. Seller is not aware of any reason that is reasonably likely to result in the FCC Licenses not being renewed in the ordinary course for a full term without materially adverse limitations or qualifications. The Seller reasonably believes it is in compliance in all material respects with the FCC Licenses and all federal, state and local laws, including rules and regulations of the Federal Aviation Administration, applicable to the ownership or operation of the Station. Seller is qualified under the Communications Act of 1934, as amended, and the rules and regulations of the FCC to assign the FCC Licenses to License Sub. To Seller's knowledge, there is no fact or circumstance relating to Seller or the Station that would cause the FCC to deny the FCC Application.

2.4 Tangible Personal Property. Station personal property is being sold "where is, as is." Seller makes no warranty of condition, fitness for a particular use, merchantability or other warranty with respect to any of the items of personal property. Buyer acknowledges that it has made such inspection of the personal property as it desires to make, and accepts the same without warranty. Seller has good title to each item of tangible personal property listed on Schedule 1.1(b).

2.5 Environmental Matters. To the best of Seller's knowledge Seller's operation of the Station and Assets is in compliance in all material respects with all laws, rules and regulations of all federal, state and local governments concerning the environment. No conditions, circumstances or activities have existed or currently exist on or in regard to, and Seller has not engaged in any activities with respect to, the tangible personal property listed on Schedule 1.1(b) that could reasonably be expected to give rise to any liability under any Environmental Law. For purposes hereof, "**Environmental Law**" means any and all federal, state or local laws (including common law), statutes, rules, regulations, codes, policies, ordinances, orders, injunctions and directives: (a) related to releases or threatened releases of any Hazardous Substance; (b) governing the use, treatment, storage, disposal, transport or handling of any Hazardous Substance; or (c) related to the protection of the environment, occupational safety and human health; and "**Hazardous Substance**" means compound, mixture, hazardous substance, hazardous waste, noise, radiation, mold, petroleum, petroleum by-products, polychlorinated biphenyls, other chemicals, materials, substances or wastes or other pollutant or contaminant which are currently defined, listed, classified, prohibited or regulated as "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes,"

“restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “toxic air pollutants,” “hazardous air pollutants,” “pollutants,” or “contaminants” under any Environmental Law.

2.6 Assigned Contracts. Each of the Assigned Contracts is in full force and effect and constitutes the legal and binding obligation of, and is legally enforceable against, Seller in accordance with its terms, and to the knowledge of Seller, constitutes the legal and binding obligation of, and is legally enforceable against, each of the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors’ rights generally). No default (or event, which with the lapse of time or giving of a notice or both would constitute a default) on the part of Seller and, to the knowledge of Seller, any other party thereto, exists under any Assigned Contract, and Seller has not received any written notice thereof or that any party to any Assigned Contract, intends to cancel, terminate or materially adversely modify or amend, any such Assigned Contract. Seller has made available to Buyer prior to the date of this Agreement true and complete copies of all written Assigned Contracts (and a written summary of the material terms of any oral Assigned Contracts), including all amendments, modifications and supplements thereto.

2.7 Signal Carriage. Schedule 2.7 is an accurate and complete list in all material respects of each cable system, direct broadcast satellite, and other multichannel video programming distributor (each an “MVPD”) that carries Station’s signal and list whether such MVPD carries the Station’s signal pursuant to a must-carry election or a retransmission consent agreement. Seller has duly and validly elected either retransmission consent or must carry, either affirmatively or by operation of law, with respect to the Station and each MVPD that provides service within the Designated Market Area (“DMA”). Except as specified on Schedule 2.7, no MVPD has provided written notice to Seller of any signal quality issue or sought relief from carriage of the Station. Seller has not received written notice of any MVPD’s intention to delete the Station’s signal from carriage or to change its channel position on such MVPD’s system. Seller has no petition pending before the FCC to extend or reduce the Station’s market for cable carriage purposes.

2.8 Brokers. Except for the Kalil & Co, Inc. (whose fees for such broker services shall be paid solely by Seller), Seller has not engaged any agent, broker or other person acting pursuant to Seller’s authority which is or may be entitled to a commission or broker or finder’s fee in connection with the transaction contemplated by this Agreement or otherwise with respect to the sale of the Assets to Buyer and License Sub.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as follows:

3.1 Authorization and Binding Obligation. The execution, delivery, and performance of this Agreement by Buyer have been duly authorized by all necessary actions on the part of Buyer. This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as the enforceability of this Agreement may be affected by bankruptcy, insolvency, or similar laws affecting creditors’ rights generally and by judicial discretion in the enforcement of equitable remedies.

3.2 No Conflicts. Subject to obtaining the FCC Consent, the execution, delivery and performance by Buyer of this Agreement will not conflict with (i) any law, judgment, order, or ruling of any court or governmental authority applicable to Buyer or (ii) the terms of any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound.

3.2 FCC Qualifications. Subject to obtaining the Ownership Waiver, Buyer is, and as of the Closing will be, legally, financially, and otherwise qualified under FCC rules, regulations and policies to acquire and to hold the FCC Licenses. To Buyer's knowledge, there is no fact or circumstance relating to Buyer that would cause the FCC to deny the Assignment Application.

3.3 Brokers. Buyer has not engaged any agent, broker or other person acting pursuant to Buyer's authority which is or may be entitled to a commission or broker or finder's fee in connection with the transaction contemplated by this Agreement or otherwise with respect to the sale of the Assets to Buyer and License Sub.

SECTION 4. COVENANTS PRIOR TO CLOSING

From the date hereof until the Closing:

4.1 Generally. Except as contemplated by Schedule 4.1, Seller shall operate the Station in all material respects as operated on the date hereof. Seller shall not cause or permit, by any act or failure to act, the FCC Licenses to expire or to be revoked, suspended, or modified in any material manner or take any action that could cause the FCC to institute proceedings for the suspension, revocation, or modification of the FCC Licenses. Seller shall operate Station at the parameters set forth on the FCC Licenses and shall not reduce power or otherwise operate Station at parameters that vary from the FCC Licenses or suspend operations of the Station without prior written consent of Buyer. Seller shall not waive any right relating to the Assets or Station.

4.2 Compliance with Laws. Seller shall comply in all material respects with all federal, state and local laws applicable to the ownership or operation of the Assets or Station.

4.3 Maintenance of Assets. Seller shall not sell or otherwise dispose of the Assets, except in connection with the acquisition of replacement property of equivalent kind and value. Seller shall maintain the existing insurance policies on the Station and the Assets through the Closing Date.

4.4 Consents. Seller shall use commercially reasonable efforts to obtain the Consents without any adverse change in the terms or conditions of any Assigned Contracts. Seller shall not amend any Assigned Contracts or enter into any contract or commitment relating to the Assets or the Station that will be binding on Buyer after Closing.

4.5 Risk of Loss. The risk of any loss, damage, impairment, confiscation, or condemnation of any of the Assets from any cause shall be borne by Seller at all times prior to the Closing.

4.6 Access. Seller shall give Buyer and its authorized representatives access, during normal business hours and with reasonable prior notice, to the Assets for the purpose of audit and inspection, so long as such audit and inspection do not unreasonably interfere with the business and operations of the Station.

4.7 Cooperation. Buyer and Seller shall cooperate fully with each other and their respective counsel and accountants in connection with any actions required to be taken as part of their respective obligations under this Agreement, and Buyer and Seller shall take such further actions and execute such other documents as may be necessary and desirable to effectuate the implementation and consummation of this Agreement. Neither Seller nor Buyer shall take any action that is inconsistent with their respective obligations under this Agreement or that could hinder or delay the consummation of the transactions contemplated by this Agreement.

SECTION 5. FCC CONSENT

5.1 FCC Application, Ownership Waiver, and Modification Application.

(a) The assignment of the FCC Licenses from Seller to Buyer shall be subject to the prior consent of the FCC (the “**FCC Consent**”). Seller and Buyer shall prepare and file an application for the FCC Consent (the “**Assignment Application**”) within five (5) business days following execution of this Agreement by Buyer and Seller. The parties shall prosecute the Assignment Application with all reasonable diligence and otherwise use their reasonable efforts to obtain a grant of the Assignment Application as expeditiously as practicable. Buyer and Seller shall each pay one-half of the filing fee required for the Assignment Application. Buyer and Seller each shall oppose any petitions to deny or other objections filed against the Assignment Application to the extent such petition or objection relates to such party.

(b) Buyer and Seller acknowledge that under the rules and policies of the FCC in effect as of the date of this Agreement, a waiver of the FCC’s local television ownership rule is not necessary to obtain the FCC Consent to License Sub’s assumption of the FCC Licenses for Station (the “**Ownership Waiver**”) as a result of License Sub’s ownership of KVLV-TV, Fargo, North Dakota. Should a waiver of the FCC’s local television ownership rule become necessary, Buyer shall pay all costs of third parties incurred in the preparation of the Ownership Waiver. Seller and Buyer shall cooperate fully in the preparation of the requests for the Ownership Waiver and shall promptly respond to requests from the FCC to provide information concerning the Ownership Waiver or the Assignment Application.

(c) Upon Buyer’s request, Seller promptly shall provide Buyer with written consent to Buyer’s submission, at Buyer’s sole cost, of application(s) to the FCC for modification of the FCC Licenses for the Station (the “**Modification Application**”), together with any other information necessary for Buyer to file the Modification Application. At the time the Modification Application is filed, Buyer shall request pursuant to Section 73.3517(a) of the FCC’s rules that the FCC condition the effectiveness of the grant of the Modification Application upon the FCC’s grant of the Assignment Application and the consummation of the assignment of the FCC License to Buyer pursuant to such approval.

(d) If the Closing does not occur within the effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 8, the parties shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the exercise by either party of its rights under Section 8.

5.2 Conditions. Each party agrees to comply at its expense with any condition imposed on it by the FCC Consent, except that no party shall be required to comply with a condition if (i) the condition was imposed on it as the result of a circumstance the existence of which does not constitute a breach by such party of any of its representations, warranties, or covenants under this Agreement, and (ii) compliance with the condition would have a material adverse effect upon such party's television operations in the Fargo-Valley City, North Dakota DMA.

SECTION 6. CONDITIONS TO OBLIGATIONS OF BUYER AND SELLER AT CLOSING

6.1 Conditions to Obligations of Buyer. Unless waived by Buyer in writing, all obligations of Buyer at the Closing are subject to the fulfillment by Seller prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Seller contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Seller shall have performed and complied with in all material respects all covenants, agreements and conditions required by this Agreement to be performed or complied with by Seller prior to or on the Closing Date.

(c) Consents. The FCC Consent shall have been granted without the imposition on Buyer of any conditions that need not be complied with by Buyer under Section 5.2, and Seller shall have complied with any conditions imposed on it by the FCC Consent that need be complied with by Seller under Section 5.2. Seller shall have obtained and delivered to Buyer the consents listed on Schedule 2.2 and designated as a "Consent Required for Closing" and without any adverse change in the terms or conditions of any Assigned Contracts.

(d) FCC Licenses. There shall not have been any termination, suspension or adverse modification of the FCC Licenses. No proceeding shall be pending the effect of which could reasonably be expected to revoke, cancel, fail to renew, suspend, or modify adversely the FCC Licenses.

(e) Material Adverse Change. There shall not have occurred a loss or impairment of the Assets that has had or could reasonably be expected to have a material adverse effect on the business or operation of the Station as operated on the date hereof.

(f) Deliveries. Seller shall stand ready to deliver to Buyer on the Closing Date duly executed assignment agreements pursuant to which Seller shall convey to Buyer the Assets in accordance with the terms of this Agreement and such other certificates and similar documents requested by Buyer that are reasonably required to evidence and confirm Seller's

performance of its obligations under, and the sale of the Assets in accordance with, this Agreement.

(g) No Order. There shall be no order, decree or judgment of any court, arbitrator, agency or governmental authority that enjoins the sale of the Assets to Buyer.

6.2 Conditions to Obligations of Seller. Unless waived in writing by Seller, all obligations of Seller at the Closing are subject to the fulfillment by Buyer prior to or on the Closing Date of each of the following conditions:

(a) Representations and Warranties. All representations and warranties of Buyer contained in this Agreement shall be true and complete in all material respects at and as of the Closing Date as though made at and as of that time.

(b) Covenants and Conditions. Buyer shall have performed and complied with in all material respects all covenants, agreements and conditions required by this Agreement to be performed or complied with by Buyer prior to or on the Closing Date.

(c) FCC Consent. The FCC Consent shall have been granted without the imposition on Seller of any material conditions that need not be complied with by Seller under Section 5.2 hereof, and Buyer shall have complied with any conditions imposed on it by the FCC Consent that need be complied with by Buyer under Section 5.2 hereof.

(d) Deliveries. Buyer shall stand ready to deliver to Seller on the Closing Date the Purchase Price and a duly executed assumption agreement pursuant to which Buyer shall assume the obligations described in Section 1.3 and such other certificates and similar documents requested by Seller that are reasonably required to evidence and confirm Buyer's performance of its obligations under this Agreement, including, without limitation, an IRS Form W-9.

(e) No Order. There shall be no order, decree or judgment of any court, arbitrator, agency or governmental authority that enjoins the sale of the Assets to Buyer.

6.3 Fulfillment of Conditions. Seller will use commercially reasonable efforts to satisfy each of the conditions for Closing of Buyer set forth in Section 6.1, and Buyer will use commercially reasonable efforts to satisfy each of the conditions for Closing of Seller set forth in Section 6.2, and each of Seller and Buyer shall use commercially reasonable efforts to take or cause to be taken all action necessary or desirable in order to consummate the transactions contemplated by this Agreement as promptly as is practicable.

SECTION 7. CLOSING

Subject to the satisfaction or waiver of the conditions of Closing set forth in Sections 6.1 and 6.2, the Closing shall take place on a date set by Buyer on no less than two business days' notice to Seller that is (i) not earlier than the third business day after the FCC Consent is granted, and (ii) not later than the fifth business day after the FCC Consent is granted; provided, that if Buyer fails to provide such notice to Seller, the Closing shall take place on the fifth business day

after the FCC Consent is granted. The Closing shall be held by the execution and delivery of the documents contemplated hereby by mail, facsimile or electronic transmission in PDF format.

SECTION 8. TERMINATION

8.1 Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Assets abandoned, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Seller, that would prevent or make unlawful the Closing.

(b) Conditions. If, on the date that would otherwise be the Closing Date, Seller is not in material breach of any of its representations, warranties or covenants hereunder and any of the conditions precedent to the obligations of Seller set forth in this Agreement have not been satisfied by Buyer or waived in writing by Seller.

(c) Breach. Without limiting Seller's rights under any other clause hereof, if Seller is not in material breach of any of its representations, warranties or covenants hereunder and Buyer has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement within ten (10) days after Buyer has received written notice of such breach from Seller.

(d) Upset Date. If the Closing shall not have occurred by the first anniversary of the date of this Agreement (the "Upset Date").

8.2 Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Assets abandoned, upon written notice to Seller, upon the occurrence of any of the following:

(a) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any judgment, decree, or order, not caused by Buyer, that would prevent or make unlawful the Closing.

(b) Conditions. Subject to the requirements of Section 8.3(b), if, on the date that would otherwise be the Closing Date, Buyer is not in material breach of any of its representations, warranties or covenants hereunder and any of the conditions precedent to the obligations of Buyer set forth in this Agreement have not been satisfied by Seller or waived in writing by Buyer.

(c) Breach. Without limiting Buyer's rights under any other clause hereof, if Buyer is not in material breach of any of its representations, warranties or covenants hereunder and Seller has failed to cure any material breach of any of its representations, warranties or covenants under this Agreement within ten (10) days after Seller has received written notice of such breach from Buyer.

(d) Upset Date. If the Closing shall not have occurred by the Upset Date.

8.3 Rights on Termination.

(a) If this Agreement is terminated by Seller in accordance with Section 8.1(c), Seller shall be entitled to retain the Advance, and Seller's sole and exclusive remedy shall be the Advance as the liquidated damages amount. THE DELIVERY OF THE LIQUIDATED DAMAGES AMOUNT TO SELLER SHALL BE CONSIDERED LIQUIDATED DAMAGES AND NOT A PENALTY, AND SHALL BE THE RECIPIENT'S SOLE REMEDY AT LAW OR IN EQUITY FOR A BREACH HEREUNDER IF CLOSING DOES NOT OCCUR. BUYER AND SELLER EACH ACKNOWLEDGE AND AGREE THAT THIS LIQUIDATED DAMAGES AMOUNT IS REASONABLE IN LIGHT OF THE ANTICIPATED HARM WHICH WILL BE CAUSED BY A BREACH OF THIS AGREEMENT, THE DIFFICULTY OF PROOF OF LOSS, THE INCONVENIENCE AND NON-FEASIBILITY OF OTHERWISE OBTAINING AN ADEQUATE REMEDY, AND THE VALUE OF THE TRANSACTION TO BE CONSUMMATED HEREUNDER.

(b) If this Agreement is terminated by Buyer in accordance with Section 8.2(c), Seller shall immediately repay to Buyer the Advance, plus Twenty-Five Thousand Dollars (\$25,000) within 2 business days.

(c) If this Agreement is terminated by Buyer pursuant to Section 8.2(b) because the condition in Section 6.1(c) to Buyer's obligations at the Closing is not fulfilled as a result of a condition imposed on Buyer by the FCC Consent that meets the requirements of clauses (i) and (ii) of Section 5.2, Seller shall immediately repay to Buyer the Advance.

(d) If this Agreement is terminated for any other reason, and neither party is in material breach of any provision of this Agreement, the parties hereto shall not have any further liability to each other with respect to the purchase and sale of the Assets.

SECTION 9. MISCELLANEOUS.

9.1 Representations and Warranties. All representations and warranties in this Agreement shall be continuing representations and warranties and shall survive the Closing for a period of one year, and any claim for a breach of a representation or warranty must be brought prior to the expiration of such one-year period. Any investigation by or on behalf of a party hereto shall not constitute a waiver as to enforcement of any representation, warranty or covenant contained in this Agreement. No notice or information delivered by Seller shall affect Buyer's right to rely on any representation or warranty made by Seller or relieve Seller of any obligations under this Agreement as the result of a breach of any of its representations and warranties. Notwithstanding the foregoing, if Buyer has knowledge of a breach or failure to be true of any representation or warranty or noncompliance with any covenant or agreement of Seller hereunder prior to Closing, then Buyer will not be entitled to indemnification for such breach or failure to be true of any such representation, warranty or noncompliance with any such covenant or agreement. The covenants and agreements in this Agreement to be performed after the Closing shall survive the Closing until fully performed.

9.2 Specific Performance. If Seller breaches this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be

entitled, in addition to any other remedies that may be available, including money damages, to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

9.3 Time is of the Essence. Time is of the essence with respect to each party's performance of its obligations hereunder.

9.4 Attorneys' Fees. In the event of a default by either party which results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses.

9.5 Fees and Expenses. Buyer and Seller shall each pay one-half of any federal, state, or local sales or transfer tax arising in connection with the conveyance of the Assets by Seller to Buyer pursuant to this Agreement. Except as otherwise provided in this Agreement, each party shall pay its own expenses incurred in connection with the authorization, preparation, execution, and performance of this Agreement, including all fees and expenses of counsel, accountants, agents, and representatives, and each party shall be responsible for all fees or commissions payable to any finder, broker, advisor, or similar person retained by or on behalf of such party.

9.6 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, or sent by commercial overnight delivery service or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery or the date set forth in the records of the overnight delivery service or on the return receipt, and (d) addressed as follows:

If to Seller:

G.I.G. OF NORTH DAKOTA, LLC
P.O. Box 88336
Sioux Falls, SD 57109
Attn: Mr. Charles Poppen

With a copy to (which doesn't constitute notice):

Aaron P. Shainis, Esq.
Shainis & Peltzman Chartered
1850 M Street, N.W., Suite 240
Washington, D.C. 20036
Fax: 202-293-0810

If to Buyer:

Gray Television Group, Inc.
4370 Peachtree Road, NE
Atlanta, GA 30319
Attn: General Counsel

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 9.6.

9.7 Entire Agreement; Amendment. The schedules hereto are hereby incorporated into this Agreement. This Agreement, the schedules hereto and all documents and certificates to be delivered pursuant hereto collectively represent the entire understanding and agreement between Buyer and Seller with respect to the subject matter hereof. This Agreement may be modified only by an agreement in writing executed by the parties. No waiver of compliance with any provision of this Agreement shall be effective unless evidenced by an instrument evidenced in writing and signed by the party consenting to such waiver.

9.8 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or electronic transmission in PDF format) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, and shall become effective when each party hereto shall have delivered to it this Agreement duly executed by the other party hereto.

9.9 Governing Law; Venue. This Agreement shall be construed in a manner consistent with federal law and otherwise under and in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law. The parties unconditionally and irrevocably agree to submit to the exclusive jurisdiction of the U.S. federal and state courts of competent jurisdiction located within the State of Delaware and any appellate court from any such court, for the resolution of any such claim or dispute.

9.10 Benefit and Binding Effect; Assignability. This Agreement shall inure to the benefit of and be binding upon Seller, Buyer and their respective heirs, successors, and permitted assigns. Neither Buyer nor Seller may assign this Agreement without the prior written consent of the other; provided, however, that, without the consent of Seller, Buyer may assign its rights under this Agreement, in whole or in part to any direct or indirect wholly-owned subsidiary of Buyer, as long as it does not delay the grant of the Assignment Application, provided, however, such assignment shall not release Buyer or License Sub from their obligations hereunder.

9.11 Press Releases. Neither party shall publish any press release, make any other public announcement or otherwise communicate with any news media concerning this Agreement or the transactions contemplated hereby, without the prior written consent of the other party.

9.12 Neutral Construction. This Agreement was negotiated fairly between the parties at arms' length and the terms hereof are the product of the parties' negotiations. Each party has retained legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. This Agreement shall be deemed to have been jointly and equally drafted by the parties, and the provisions of this Agreement shall not be construed against a party on the grounds that such party drafted or was more responsible for drafting such provisions.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have duly executed this Asset Purchase Agreement as of the day and year first above written.


BUYER:

GRAY TELEVISION GROUP, INC.

By: 
Name: Kevin P. Latek
Title: Executive Vice President

SELLER:

G.I.G. OF NORTH DAKOTA, LLC

By: 
Name: Charles Pappas
Title: General Partner

LICENSE SUB¹:

GRAY TELEVISION LICENSEE, LLC

By: 
Name: Kevin P. Latek
Title: Secretary

¹ License Sub joins the Agreement solely with respect to its rights and obligations pursuant to Section 1.4.