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**ASSET PURCHASE AGREEMENT**

**Dated as of July 27, 2015**

**among**

**Granite Broadcasting Corporation,  
Each Subsidiary of Granite Broadcasting  
Corporation Listed on Annex A hereto,**

**and**

**Quincy Newspapers, Inc.**

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## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this “Agreement”) is made as of July 27, 2015, by and among (i) Granite Broadcasting Corporation, a Delaware corporation (“Granite”), each subsidiary of Granite listed on Annex A hereto (each and collectively, a “Granite Subsidiary,” and together with Granite, “Seller” and each, a “Seller”) and (ii) Quincy Newspapers, Inc., an Illinois corporation (“Quincy” or “Buyer”).

### Recitals

A. Seller and the subsidiaries of Malara Broadcast Group, Inc. listed on Annex B hereto (collectively, with Malara Broadcast Group, Inc., the “Malara Entities” and each, a “Malara Entity”) are the owners of the assets used in the operation of the television broadcast stations identified on Exhibit A hereto (each, a “Station” and collectively, the “Stations”) and operate such Stations pursuant to certain authorizations issued by the Federal Communications Commission (the “FCC”), with the holders of the FCC License for each Station being listed on Exhibit A (each, a “FCC Licensee” and collectively, the “FCC Licensees”).

B. Each Granite Subsidiary and the Malara Entities are engaged in the business and operation of the Stations (the “Business” which, for the avoidance of doubt, shall not include the Other Seller Stations (as defined below) or the other businesses or assets of Seller or the Malara Entities).

C. Granite has exercised its option to purchase from the Malara Entities substantially all of the assets (including the FCC Licenses) owned by the Malara Entities and used in the operation of the Malara Stations (as defined below) (collectively, the “Malara Purchased Assets”) and to assume certain liabilities of the Malara Entities (the “Malara Assumed Liabilities”) pursuant to that certain Option Exercise Agreement dated July 27, 2015 by and among Granite and the Malara Entities (collectively, the “Option Exercise Agreement”).

D. Pursuant to the terms of the Option Exercise Agreement, the Malara Entities have agreed to take all action reasonably necessary or required by Seller to facilitate the sale and transfer of the Malara Purchased Assets by Seller to any Person designated by Seller in writing.

E. At the closing of the transactions contemplated by the Option Exercise Agreement and the closing of the transactions contemplated by this Agreement, Seller will, and, pursuant to the terms of the Option Exercise Agreement, Seller will cause and direct the Malara Entities to, assign and transfer to Buyer, and Buyer will purchase and assume, the Malara Purchased Assets and the Malara Assumed Liabilities.

F. Seller and Quincy, along with third party SagamoreHill of Indiana, LLC (“SHB”), were previously parties to an agreement dated February 10, 2014, involving the Purchased Assets (as defined below) (the “2014 Agreement”) for which FCC Consent was not obtained. Seller and Buyer have elected to restructure the transaction as described herein.

G. Pursuant to the terms and subject to the conditions set forth in this Agreement, Seller desires to sell to Buyer and to cause the Malara Entities to sell to Buyer, and Buyer desires to purchase from Seller and from the Malara Entities, the Purchased Assets (as defined below).

## Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, hereby agree as follows:

### **ARTICLE 1.**

#### **PURCHASE OF ASSETS**

1.1 Purchase and Sale of Purchased Assets. On the terms and subject to the conditions hereof, at the Closing (as defined below), except as set forth in Section 1.2 and Section 1.3, Seller shall and shall cause the Malara Entities to sell, assign, transfer, convey and deliver to Buyer, in each case free and clear of all Liens (as defined below) other than Permitted Liens (as defined below), and Buyer shall purchase and acquire from Seller and the Malara Entities, all right, title and interest of Seller and the Malara Entities in and to all assets, properties and rights of Seller and the Malara Entities, real and personal, tangible and intangible that are exclusively or primarily used or exclusively or primarily held for use in the Business (as defined below) (the “Purchased Assets”), including the following:

(a) all licenses, permits and other authorizations issued to the FCC Licensees by the FCC with respect to the Stations (the “FCC Licenses”), and all licenses, permits and authorizations issued by any Governmental Entity (as defined below) other than the FCC Licenses applicable to the Business, including those described on Schedule 1.1(a), and including any applications therefor and renewals or modifications thereof between the date hereof and Closing;

(b) all of Seller’s and the Malara Entities’ equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, servers, traffic systems, graphic systems, audio boards, switchers, back-up generators, radar systems, microwaves, transponders, relays, motor vehicles, computers, computer hardware and peripherals, office equipment, production and news operation equipment, inventory, spare parts and other tangible personal property of every kind and description that are exclusively or primarily used or exclusively or primarily held for use in the Business, including such assets with respect to KDLH and WISE-TV not being conveyed to SHB and its subsidiaries, in each case, including those listed on Schedule 1.1(b) (as updated by Final Schedule 1.1(b)), except for any retirements or dispositions thereof made between the date hereof and Closing in accordance with Section 4.1 (as reflected in Final Schedule 1.1(b)) (the “Tangible Personal Property”);

(c) all of the real property interests (i) owned by Seller and the Malara Entities (the “Owned Real Property”), or (ii) leased, subleased, licensed or otherwise occupied by Seller and the Malara Entities (the “Real Property Leases”) (in the case of both (i) and (ii) above, including any appurtenant easements, building, structures, fixtures and other Improvements located thereon), that is exclusively or primarily used or exclusively or primarily held for use in the Business, including such real property interests with respect to KDLH and WISE-TV not being conveyed to SHB and its subsidiaries, and further including the Owned Real Property and Real Property Leases listed on Schedules 1.1(c)(i) and (ii), respectively, (collectively, the “Real Property”);

(d) all agreements (whether written or oral) for the sale of advertising time and all other contracts, agreements, leases and licenses, including any employment and severance



agreements with Station employees (as defined below) or Collective Bargaining Agreements (as defined below) or website development and hosting agreements and agreements for accounts with Twitter, Facebook or other social media companies (including agreements for social media identifications, administrator rights, and tags on Facebook and Twitter accounts), in each case, exclusively or primarily used or exclusively or primarily held for use in the Business, including such agreements with respect to KDLH and WISE-TV not being conveyed to SHB and its subsidiaries, and further including those listed on Schedule 1.1(d) (as updated by Final Schedule 1.1(d)), together with all contracts, agreements, leases and licenses made between the date hereof and the Closing in accordance with Section 4.1 (as reflected in Final Schedule 1.1(d)) (the “Purchased Contracts,” which, for the avoidance of doubt, include the Real Property Leases and, to the extent provided under Section 1.11, the Multi-Station Contracts); provided that, with respect to employment agreements and severance agreements with Station employees and Collective Bargaining Agreements, subject to Section 1.1, Buyer shall only assume such contracts set forth on Schedule 1.1(d) as in effect on the date hereof or entered into prior to the Closing in accordance with the terms hereof, including Section 4.1 (as reflected in Final Schedule 1.1(d));

(e) all of Seller’s and the Malara Entities’ respective rights in any Intellectual Property (as defined below) exclusively or primarily used or exclusively or primarily held for use in the Business but, for the avoidance of doubt, excluding any Intellectual Property exclusively or primarily used in connection with any station or business unit of Seller or the Malara Entities that is not a Station or a part of the Business (the “Other Seller Stations”), in each case together with all goodwill associated therewith, including such assets with respect to KDLH and WISE-TV not being conveyed to SHB and its subsidiaries, and further including all Intellectual Property listed on Schedule 1.1(e) (the “Intangible Property”). For purposes of this Agreement, “Intellectual Property” means all call letters, trademarks, trade names, service marks, designs, trade names, patents, inventions, trade secrets, know-how, processes, methods, techniques, Internet domain names, Websites, web content, social media account names and content, databases, software or applications (including user-applications, source code, executable code, systems, tools, data, firmware and related documentation), copyrights and other works of authorship, programs and programming material, jingles, slogans, logos, content, all applications, registrations and renewals relating to any of the foregoing, any other intellectual property rights or proprietary rights in or arising from any of the foregoing, and in all tangible embodiments of the foregoing, including all licenses, sublicenses and other rights granted and obtained with respect thereto, and rights thereunder, including rights to collect royalties, products and proceeds, rights to sue and bring other claims and seek remedies against past, present and future infringements or misappropriations thereof or other conflicts therewith, rights to recover damages or lost profits in connection therewith, and other rights to recover damages (including attorneys’ fees and expenses) or lost profits in connection therewith, and otherwise to seek protection or enforcement of interests therein under the Laws of all jurisdictions; and

(f) Seller’s and the Malara Entities’ respective rights in and to all the files, documents, records, and books of account (or copies thereof at Seller’s sole discretion) to the extent relating to the Business, including the Business’ local and/or FCC online public files, programming information and studies, signal and program carriage agreements, engineering files, data, drawings, blueprints, schematics, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs, including such assets with respect to KDLH and WISE-TV not being conveyed to SHB and its subsidiaries, but excluding

records to the extent relating to Excluded Assets (as defined below) or the Other Seller Stations (the “Purchased Documents”). For the avoidance of doubt, it is understood and agreed that the FCC online public file records of KDLH and WISE-TV shall not be conveyed to Quincy.

Without limiting the obligation of Seller under Section 5.15(b), Seller, by written notice to Buyer, may update Schedule 1.1(d) at any time before the Closing to (i) subject to the proviso set forth in Section 1.1(d), add any contract, agreement or lease entered into by Seller after the date of this Agreement and before the Closing, in compliance with Section 4.1, that would have qualified as a Purchased Contract if it had been in effect on the date of this Agreement and (ii) remove any Purchased Contract that is described in Section 1.1(d) that after the date of this Agreement and before the Closing has expired or been terminated in compliance with the terms of this Agreement, including Section 4.1. All such contracts, agreements and leases that are so added to Schedule 1.1(d) in accordance with this paragraph shall, for all purposes of this Agreement, be deemed to be Purchased Contracts and included in the Purchased Assets. All Purchased Contracts that are so removed from Schedule 1.1(d) in accordance with the terms and conditions of this Agreement, including Section 4.1, shall, for all purposes of this Agreement, thereafter be deemed to be Excluded Assets and shall cease to be Purchased Contracts and shall no longer be included in the Purchased Assets. Except as otherwise provided in this Agreement, updates to Schedule 1.1(d) in accordance with this Section 1.1 will not in any manner affect any condition to the obligations of Buyer to consummate the Closing or the satisfaction thereof; provided, however, except as otherwise agreed to by Buyer at Closing, that Buyer shall only assume at Closing those contracts as specifically set forth in the Schedules to this Agreement or entered into between the date hereof and Closing in compliance with Section 4.1 below.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Purchased Assets shall not include the following assets or any rights, title and interest of Seller therein (the “Excluded Assets”):

(a) all cash and cash equivalents of Seller or the Malara Entities, including certificates of deposit, commercial paper, treasury bills, marketable securities, checks received and not cashed prior to the Closing, bank accounts, money market accounts, other depository accounts and all such similar accounts or investments;

(b) all tangible and intangible personal property (excluding, for the avoidance of doubt, Intellectual Property) of Seller or the Malara Entities sold, transferred, retired or otherwise disposed of in compliance with the terms of this Agreement prior to the Closing;

(c) all Purchased Contracts that are terminated in compliance with the terms of this Agreement or expire (and are not renewed or extended by Seller or the Malara Entities, as applicable) prior to the Closing;

(d) all of Seller’s or the Malara Entities’ rights, title and interest in and to (i) any names, trade names or service names of Seller and/or the Malara Entities that are not exclusively or primarily used nor exclusively or primarily held for use in the Business (including the names “Granite Broadcasting”, and “Malara Broadcasting”), (ii) the corporate, limited liability company and trade names listed on Schedule 1.2(d), (iii) all URLs and internet domain names consisting of or containing any of the foregoing; and (iv) any variations or derivations of the foregoing that

include the word “Granite” or “Malara” or any confusingly similar term (collectively, the “Seller Marks”);

(e) all contracts of insurance (including Seller’s or the Malara Entities’ contracts of health and dental insurance), all coverages and proceeds thereunder and all rights in connection therewith, including rights arising from any refunds due with respect to insurance premium payments to the extent related to such insurance policies;

(f) except for Purchased Contracts, including any Collective Bargaining Agreements listed on Schedule 1.1(d), all pension or profit sharing plans, any trusts established to fund benefits under any employee benefit plan and the assets thereof and, any other benefit or compensation plan, program, contract, policy, agreement or arrangement and the assets thereof, if any, maintained, sponsored or contributed to by Seller or any of the Malara Entities, or by any ERISA Affiliate, or with respect to which any of them has any liability or obligation;

(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 that are not material to the Business;

(h) except as provided in Section 1.1(f), all rights and claims of Seller or the Malara Entities, whether mature, contingent or otherwise, against third parties with respect to the Business, to the extent arising during or attributable to any period prior to the Effective Time (as defined below);

(i) all claims of Seller and the Malara Entities with respect to any Tax (as defined below) refunds;

(j) Seller’s and the Malara Entities’ Accounts Receivable (as defined below) and other current assets not described in Section 1.2(a) above;

(k) all Intellectual Property other than the Intangible Property, including all of Seller’s and the Malara Entities respective rights, title and interest in and to any Intellectual Property that is not exclusively or primarily used nor exclusively or primarily held for use in the Business (including any call letters used in connection with any Other Seller Station), and all goodwill arising from any of the foregoing;

(l) (i) each of Seller’s and the Malara Entities’ charters or other governance documents, minute books and all books and records relating to the organization, existence or ownership of Seller or the Malara Entities, (ii) all records, documents, plans and financial records related to the transactions contemplated by this Agreement, (iii) duplicate copies of all Purchased Documents, (iv) all records relating to other Excluded Assets, (v) all personnel files, and (vi) all files, documents, records, Tax Returns (as defined below), books of account and other materials to the extent not relating exclusively or primarily to the Purchased Assets or the operation of the Business;

(m) all real and personal, tangible and intangible assets of Seller and the Malara Entities and their respective Affiliates (as defined below) that are exclusively or primarily used or held exclusively or primarily for use in the operation of the Other Seller Stations (other than any

such assets that are used both in the Business and in the Other Seller Stations and listed or described in Schedule 1.2(m));

(n) all capital stock or other equity securities of Seller or the Malara Entities, or of subsidiaries of Seller, the Malara Entities or their respective Affiliates, and all other equity interests in any entity that are owned beneficially or of record by Seller, the Malara Entities or their respective Affiliates;

(o) all intercompany debts, obligations and other contracts, leases, agreements and arrangements among Seller, the Malara Entities or their respective Affiliates that are not listed on Schedule 1.1(d);

(p) all rights of Seller under this Agreement, including the right to receive the Purchase Price (as defined below), under any agreement, certificate, instrument or other document executed and delivered in connection with this Agreement or the transactions contemplated hereby and under any side agreement between Seller and Buyer entered into on or after the date of this Agreement;

(q) the assets listed on Schedule 1.2(q), if any; and

(r) for the avoidance of doubt, the assets related solely and exclusively to Malara station KDLH(TV), Duluth, MN, and Granite station WISE-TV, Ft. Wayne, IN, that are being conveyed to SHB and its subsidiaries.

### 1.3 Assumption of Obligations.

(a) On the terms and subject to the conditions hereof, at the Closing, Seller shall assign to Buyer, and Buyer shall assume from Seller (and Buyer shall thereafter pay, perform, discharge or otherwise satisfy in accordance with their respective terms) (i) subject to Section 1.11, the Multi-Station Contract Obligations and all liabilities and obligations of the Business arising out of, or attributable to, any period of time after the Effective Time, including the liabilities and obligations under those Purchased Contracts that are assumed pursuant to Section 1.1(d) and the FCC Licenses, (ii) the obligations described in Section 5.6, (iii) sales commissions related to the sale of advertisements broadcast on the Stations in accordance with the sales commission plans referenced in Schedule 1.1(d) arising out of or attributable to any period of time after the Effective Time, (iv) all obligations and liabilities related to Program Rights (as defined below) arising out of, or attributable to, any period of time after the Effective Time, (v) any and all Taxes with respect to Purchased Assets arising out of or attributable to any period of time after the Effective Time, (vi) all other liabilities of Seller and the Malara Entities listed on Schedule 1.3, and (vii) any liability or obligation to the extent of the amount of net credit received by Buyer under Section 1.7 (collectively, the “Assumed Obligations”). For the avoidance of doubt, except as otherwise provided herein, performance and stay bonuses, severance and termination pay, and other compensation payable by Seller or any Malara Entity in connection with the consummation of the transactions contemplated by this Agreement will not constitute Assumed Obligations.

(b) Except for the Assumed Obligations, Buyer does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of Seller,

the Malara Entities or relating to the Purchased Assets or the Business, of any kind or nature, whether accrued, absolute, contingent or otherwise, or whether due or to become due, or otherwise, whether known or unknown, arising out of events, transactions or facts which shall have occurred, arisen or existed on or before the Effective Time, which liabilities and obligations, if ever in existence, shall continue to be liabilities and obligations of Seller and the Malara Entities including any and all liabilities and obligations of or on behalf of Seller and the Malara Entities for Taxes in respect of taxable periods (or portions thereof) ending on or before the Effective Time and those relating to the Excluded Assets or for borrowed money, including any liability of infringement, misappropriation or other conflict with the Intellectual Property of any third party arising on or before the Effective Time (the “Retained Obligations”). Seller shall timely perform and discharge in accordance with their respective terms all Retained Obligations. For purposes of clarity, and not in limitation of the foregoing, Seller shall be solely responsible for any forfeitures, fines and other payments (collectively, “Fines”) imposed by the FCC in connection with the Business’ operations prior to the Closing Date, whether such Fines are imposed by the FCC in connection with a Renewal Application (as defined below) or otherwise and regardless of whether such Fines are imposed before or after the Closing Date.

1.4 Purchase Price. In consideration for the sale of the Purchased Assets, Buyer shall, at the Closing, in addition to assuming the Assumed Obligations, pay to Seller the sum of One Hundred Seventy-Three Million Eight Hundred Thousand Dollars (\$173,800,000.00) (the “Purchase Price”), subject to adjustment as provided in this Agreement. The Purchase Price shall be paid at Closing as follows:

(a) if so directed by Seller, at Seller’s sole election, Buyer shall at Closing pay the Option Exercise Price to the Malara Entities (for the avoidance of doubt any consideration required to be paid by Seller to the Malara Entities shall be part of and not in addition to the Purchase Price) by wire transfer of immediately available funds in accordance with written instructions delivered by Seller to Buyer prior to Closing;

(b) the Escrow Deposit Fund shall be credited against the Purchase Price; and

(c) The balance of the Purchase Price shall at Closing be paid by Buyer to Seller by wire transfer of immediately available funds in accordance with written instructions delivered by Granite to Buyer prior to Closing. The Buyer and Seller shall jointly instruct the Escrow Agent to retain the Escrow Deposit Fund (the “Indemnification Escrow Amount”) to fund the Indemnity Escrow.

1.5 Escrow Deposit. Upon execution and delivery of this Agreement and pursuant to the terms and conditions of an existing Escrow Agreement (the “Escrow Agreement”) among Quincy, Granite and Wells Fargo, National Association (the “Escrow Agent”), Quincy shall deposit, or the Escrow Agent shall retain, in escrow with the Escrow Agent in cash an amount equal to Seventeen Million Three Hundred Eighty Dollars (\$17,380,000.00) (the “Escrow Deposit”) to be held by the Escrow Agent in an escrow fund (the “Escrow Deposit Fund”) pursuant to the terms of this Agreement and the Escrow Agreement. Upon any termination of this Agreement, the Escrow Deposit Fund shall be released to Seller in accordance with Section 10.5 hereof and to Quincy in accordance with Section 10.6 hereof. At the Closing, the Escrow Deposit Fund shall be retained by the Escrow Agent to fund the Indemnification Escrow Amount and all

interest on or other proceeds of the Escrow Deposit Fund shall be disbursed to Quincy, and Quincy and Granite shall jointly instruct the Escrow Agent in writing to such effect. The parties agree that any Taxes related to the Earnings shall be paid by Quincy.

1.6 Indemnity Escrow. At the Closing, the Indemnification Escrow Amount shall be retained in escrow with the Escrow Agent pursuant to the terms of that certain escrow agreement in the form of Exhibit H attached hereto (the “Indemnity Escrow Agreement”). At Closing, Buyer and Granite shall execute and deliver the Indemnity Escrow Agreement and use commercially reasonable efforts to cause the Escrow Agent to execute and deliver the Indemnity Escrow Agreement. The Indemnification Escrow Amount plus any interest or earnings thereon (the “Indemnity Escrow”) shall be the sole and exclusive source of funds or other remedy used to satisfy any amounts owed by Seller to Buyer or the Buyer Indemnified Parties pursuant to Sections 1.7 or 9.2 in accordance with the terms of this Agreement and the Indemnity Escrow Agreement. On the six (6) month anniversary of the Closing Date, a portion of the Unclaimed Escrow Amount shall be released such that the Unclaimed Escrow Amount is equal to one-half the Escrow Amount; provided, that if the Unclaimed Escrow Amount is less than one-half the Escrow Amount on the six (6) month anniversary of the Closing Date, there shall be no early release of the Unclaimed Escrow Amount. The remaining Unclaimed Escrow Amount shall be released in full on the fifteen-month anniversary of the Closing Date. Any amount remaining as Indemnity Escrow shall thereafter be released in accordance with the Indemnity Escrow Agreement.

1.7 Prorations and Adjustments.

(a) All income and expenses arising from the Business, including Assumed Obligations and prepaid expenses, ad valorem and property taxes and assessments (but excluding Seller’s and the Malara Entities’ 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 United States generally accepted accounting principles (“GAAP”) to reflect the principle that Seller shall be entitled to all income and be responsible for all expenses arising from the Business through the Effective Time and Buyer shall be entitled to all income and be responsible for all expenses arising from the Business after the Effective Time.

(b) The Purchase Price will be adjusted to reflect any adjustment, if any, required by Schedule 1.4.

(c) Notwithstanding anything in this Section 1.7 to the contrary, (i) except as set forth herein, with respect to Trade Agreements (as defined below) for the sale of time for goods or services assumed by Buyer, if at the Effective Time, the Trade Agreements have an aggregate negative balance (i.e., the amount by which the value of air time the Stations are obligated to provide after the Effective Time exceeds the fair market value of corresponding goods and services to be received by the Stations after the Effective Time), there shall be no proration or adjustment, unless the absolute value of the aggregate negative balance of the Stations’ Trade Agreements exceeds Twenty-Five Thousand Dollars (\$25,000.00), in which event all of such excess shall be treated as prepaid time sales of the Stations, and adjusted for as a proration in Buyer’s favor, and (ii) there shall be no proration under this Section 1.7 to the extent there is an aggregate positive balance with respect to the Stations’ Trade Agreements. For purposes of this Agreement, “Trade

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

(d) Notwithstanding anything in this Section 1.7 to the contrary, payments made to any network or other entity that are subject to true-up or other adjustment at year-end (or some other time) shall be prorated based upon the time during the relevant contract year each of Buyer and Seller or the Malara Entities operated the particular Station, with Buyer responsible for all payments (including later true-up adjustments) arising from the time during which Buyer operated the Station and Seller or the Malara Entities responsible for all payments (including later true-up adjustments) arising from the time during which Seller or the Malara Entities operated the Station.

(e) There shall be no proration under this Section 1.7 for Program Rights agreements except to the extent that any payment or performance due under such Program Rights agreements relate to a payment period that straddles the Effective Time, in which case the amount payable in the payment period will be prorated based on the number of days in such period. For purposes of this Agreement, “Program Rights” means all rights of the Stations to broadcast television programs or shows as part of the Stations’ programming, including all rights of the Stations under film and program barter agreements, sports rights agreements, news rights or service agreements, affiliation agreements and syndication agreements.

(f) The prorations and adjustments to be made pursuant to this Section 1.7 are referred to as the “Closing Date Adjustments.” At least five (5) business days prior to the Closing Date, Seller shall estimate all Closing Date Adjustments pursuant to this Section 1.7 and shall deliver a statement of its estimates to Buyer, which statement shall set forth in reasonable detail the basis for those estimates. Seller shall provide Buyer with reasonable access to the books and records, and appropriate personnel, of Seller in connection with Buyer’s review of Seller’s estimated Closing Date Adjustments. The parties shall negotiate in good faith to resolve any dispute related to such calculation of Seller’s estimated Closing Date Adjustments within five (5) business days of Seller’s delivery thereof and, to the extent applicable, the estimated Closing Date Adjustments shall be adjusted to reflect any changes mutually agreed to by the parties; provided, however, that if the parties are unable to reach agreement within such five (5) business day period with respect to any such dispute, the parties shall nevertheless proceed to the Closing and, at the Closing, the net amount due to Buyer or Seller as a result of the estimated Closing Date Adjustments (or as adjusted with respect to any items resolved in accordance with this sentence) shall be applied as an adjustment to the Purchase Price, as appropriate, in each case subject to resolution of the dispute in accordance with Section 1.7(g) without prejudice to the other terms and conditions set forth herein. Within sixty (60) 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 tenth (10th) day after the delivery of such statement (the “Payment Date”), Buyer shall pay to Seller, or Seller shall pay to Buyer, as the case may be (for the avoidance of doubt, any payment to be made by Seller pursuant to this sentence shall be paid out of the Indemnity Escrow, and Buyer and Seller hereby agree to execute joint written instructions to the Escrow Agent to release such amount), any amount due as a result of the adjustment (or, if there is any good faith dispute, the undisputed amount). During the first sixty

(60) days after Closing, each of Buyer and Seller agree to provide representatives of the other party with prompt reasonable access to its relevant books, records and Station employees during regular business hours (or in lieu of such access, copies of reasonably requested materials and telephonic access to such Station employees shall be provided upon two (2) business days' prior written notice to such party) for the purpose of preparing Buyer's statement of adjustments to Seller's estimate of the Closing Date Adjustments, all substantially in accordance with the commercially reasonable procedures and practices applied by Seller's business offices.

(g) 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 set forth in Buyer's statement or Buyer disputes Seller's determinations set forth in any such objection notice, 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 retain 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 1.7, 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 (for the avoidance of doubt, any payment to be made by Seller pursuant to this sentence shall be paid out of the Indemnity Escrow, and Buyer and Seller hereby agree to execute joint written instructions to the Escrow Agent to release such amount), which resolution the parties will request the Independent Accountant to render within thirty (30) days after such retention.

1.8 Allocation. All amounts constituting consideration within the meaning of and for the purposes of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations thereunder shall be allocated among the Purchased Assets and any other rights acquired by Buyer hereunder, as applicable, in the manner required by Section 1060 of the Code. Within sixty (60) days after the Closing Date, Buyer shall prepare an allocation of the Purchase Price and any Assumed Obligations for financial and Tax reporting purposes in accordance with the requirements of Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of state, local, or non-U.S. law as appropriate). Buyer and Seller shall in good faith use their respective commercially reasonable efforts to agree within ninety (90) days after the Closing Date on such allocations for Tax reporting purposes based upon a reasonable determination of the respective fair market values of the Purchased Assets in accordance with the requirements of the Code and the applicable Treasury regulations promulgated thereunder. To the extent Buyer and the Seller so agree, then they shall complete and timely file any necessary Tax forms, and their respective income Tax Returns, in accordance with such allocation. If Buyer and Seller are unable to agree on such allocation within such ninety (90) day period, the allocation shall be referred to Bond & Pecaro or another appraisal or accounting firm



mutually selected by Buyer and Seller, which will determine only the matters in dispute. Buyer and Seller shall complete and timely file any necessary Tax forms, and their respective income Tax Returns, in accordance with their mutual agreement and otherwise in accordance with the determinations of such firm. None of Buyer or Seller shall take any position (whether in audits, Tax Returns or otherwise) that is inconsistent with such allocation unless required to do so by applicable law. Buyer shall pay one-half (1/2) and Seller one-half (1/2) of all appraisal expenses incurred in connection with determining the allocation.

#### 1.9 Closing.

(a) Subject to any prior termination of this Agreement pursuant to Section 10.1, the consummation of the sale and purchase of the Purchased Assets pursuant to this Agreement and the assumption of the Assumed Obligations (the “Closing”) shall take place at the offices of Cooley LLP, 1299 Pennsylvania Avenue, NW Suite 700, Washington, D.C. 20004 on the fifth (5th) business day after the later of (i) the date upon which the FCC Consent (as defined below) shall have been granted and shall be in full force and effect and shall have become a Final Order (as defined below), and (ii) the date the HSR Clearance (as defined below) occurs, each subject to the satisfaction or waiver of the conditions to Closing set forth herein, or on such other date or at such other location as is mutually agreeable to Buyer and Seller; provided, however, that if the Marketing Period has not ended on the fifth (5th) business day after the latest of (i) the date upon which the FCC Consent shall have been granted and shall be in full force and effect and shall have become a Final Order, and (ii) the date the HSR Clearance occurs, then the Closing shall occur on the earlier of (1) a date during the Marketing Period specified by the Buyer on no fewer than two (2) Business Days prior notice to the Seller and (2) on or before the third Business Day following the final day of the Marketing Period (subject in each case to the satisfaction or waiver of all of the conditions set forth in Article 6 and Article 7 for the Closing as of the date determined pursuant to this proviso). For purposes of this Agreement, “Final Order” means an action by the FCC (x) that has not been vacated, reversed, stayed, enjoined, set aside, annulled or suspended; (y) with respect to which no request for stay, motion or petition for rehearing, reconsideration or review, or application or request for review or notice of appeal or sua sponte review by the FCC is pending; and (z) as to which the time for filing any such request, motion, petition, application, appeal or notice, and for the entry of orders staying, reconsidering or reviewing on the FCC’s own motion has expired.

(b) The date on which the Closing occurs is referred to herein as the “Closing Date” and, in respect of each Station, 12:01 a.m., local time, for such Station on the Closing Date is referred to herein as the “Effective Time”; provided, however, that with respect to those certain Purchased Contracts relating to advertising time on the Stations, the Effective Time shall be deemed to be 5:00 a.m., local time, on the Closing Date.

#### 1.10 Governmental Consents.

(a) Within ten (10) business days after the date of this Agreement, Buyer and Seller shall, and Seller shall cause the Malara Entities to, file amendments to the pending applications with the FCC (collectively, the “FCC Application”) requesting FCC consent to the assignment of the FCC Licenses to Buyer. FCC consent to the FCC Application with respect to those FCC Licenses set forth on Schedule 1.10(a) each without any material adverse conditions

other than those of general applicability is referred to herein as the “FCC Consent.” It is expressly agreed that the FCC Consent shall include the following:

(i) Consent to the continuing satellite waiver for KRII(TV) or a determination that no satellite waiver for KRII(TV) is required; and

(ii) Consent to temporary waiver of the FCC’s local television ownership rule, 47 C.F.R. § 73.3555(b), and any other FCC rule, policy, or guideline to permit the assignment to Buyer of the FCC Licenses in the Ft. Wayne, Duluth, and Peoria markets (WPTA, KBJR-TV, and WEEK-TV, respectively) and the assignment to Buyer of the four Joint Sales Agreements (as defined below) currently in place in the Ft. Wayne, Duluth, and Peoria markets, each temporary waiver for a period of nine (9) months following the Closing.

Buyer and Seller shall, and Seller shall cause the Malara Entities to, diligently prosecute the FCC Application to obtain the FCC Consent; provided, however, neither Buyer nor Seller shall be required to pay consideration to any third party to obtain FCC Consent. For the avoidance of doubt, should FCC Consent as described in this Section 1.10(a) not be secured by the Outside Date, Buyer may, in its sole and absolute discretion, terminate this Agreement as provided in Section 10.1 below.

(b) Buyer shall pay one-half (1/2) and Seller shall pay one-half (1/2) of the FCC filing fees relating to the transactions contemplated hereby, irrespective of whether the transactions contemplated by this Agreement are consummated. Buyer and Seller each shall, and Seller shall cause the Malara Entities to, oppose any petitions to deny or other objections filed with respect to the FCC Application to the extent such petition or objection relates to such party or Person. Neither Buyer nor Seller shall, and Seller shall cause the Malara Entities not to, take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the receipt of the FCC Consent. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 10.1, Buyer and Seller shall jointly, and Seller shall cause the Malara Entities to, request one or more extensions of the effective period of the FCC Consent; provided, however, that no such extension of the FCC Consent shall limit the right of either party to exercise such party’s rights under Section 10.1.

(c) The “Primary FCC Licenses” shall mean those FCC Licenses set forth in Schedule 1.10(c). The Primary FCC Licenses of the Stations expire on the dates set forth in Schedule 1.1(c). If, at any point prior to Closing, an application for the renewal of any Primary FCC License (a “Renewal Application”) is either pending or must be filed pursuant to the Communications Laws, Seller shall timely execute, file and prosecute with the FCC such Renewal Application in accordance with Section 4.1(b) hereof. If the FCC Application is granted by the FCC subject to a renewal condition, then, notwithstanding any limitation in this Section 1.10, the Seller’s satisfaction of such renewal condition shall be deemed a precondition to obtaining the FCC Consent and Governmental Consent. For each Renewal Application that is pending on the date hereof or that must be filed during the pendency of the FCC Application, Seller shall, to the extent reasonably necessary to expedite grant by the FCC of that Renewal Application and thereby to facilitate grant of the FCC Application, promptly enter into a tolling, assignment and assumption or similar agreement (a “Tolling Agreement”) with the FCC to facilitate grant of any Renewal

Application, to extend the statute of limitations for the FCC to determine or impose a forfeiture penalty against that Station in connection with (i) any pending complaints that the Station aired programming that contained obscene, indecent or profane material or (ii) any other enforcement matters against the Station with respect to which the FCC may permit Seller to enter into a tolling assignment and assumption or similar agreement, and Seller shall comply with such Tolling Agreement(s). To the extent that it may be required by the FCC, Buyer agrees to become a party to and execute such a Tolling Agreement subject to the condition that, notwithstanding anything to the contrary contained in this Agreement, Seller shall indemnify Buyer for any forfeiture or other penalty that Buyer may incur due to an FCC determination as to Seller's operation of that Station. Buyer and Seller shall consult in good faith with each other prior to Seller entering into any such Tolling Agreement under this Section 1.10(c); provided, however, that Buyer shall not be required to enter into any Tolling Agreement or agree to fund any Tolling Agreement escrow. In addition, should it be necessary to avoid disruption or delay in the processing of the FCC Application despite Seller's willingness to enter into a Tolling Agreement, Buyer agrees to request that the FCC apply its policy permitting the transfer of control of Primary FCC Licenses in transactions involving multiple stations to proceed, notwithstanding the pendency of one or more Renewal Applications (the "FCC Renewal Policy"). Buyer shall make such representations and agree to such undertakings as are required to be made in order to invoke the FCC Renewal Policy, including undertakings to assume, as between the parties and the FCC, the position of the applicant before the FCC with respect to any pending Renewal Application and to assume the corresponding regulatory risks relating to any such Renewal Application; provided, however, that nothing set forth in this Section 1.10(c) shall be deemed to amend or modify the provisions of Section 1.3 relating to the Retained Obligations and, notwithstanding anything to the contrary contained in this Agreement, and subject to and in accordance with the provisions of ARTICLE 9 hereof, Seller shall indemnify Buyer for any forfeiture or other penalty that Buyer may incur due to an FCC determination as to Seller's operation of that Station.

(d) Within ten (10) business days after the date of this Agreement, Buyer and Seller shall, and Seller shall cause the Malara Entities to, make any required filings with the Federal Trade Commission (the "FTC") and the United States Department of Justice (the "DOJ") pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act"), with respect to the transactions contemplated hereby (including a request for early termination of the waiting period thereunder), and Buyer and Seller shall, and Seller shall cause the Malara Entities to, thereafter promptly use commercially reasonable efforts to respond to all requests received from such agencies for additional information or documentation. Expiration or termination of any applicable waiting period under the HSR Act is referred to herein as the "HSR Clearance." Buyer shall pay one-half (1/2) and Seller shall pay one-half (1/2) of the HSR filing fees relating to the transactions contemplated hereby, irrespective of whether the transactions contemplated by this Agreement are consummated.

(e) [Omitted.]

(f) In connection with their obligations pursuant to this Section 1.10 with respect to pursuing the FCC Consent and the HSR Clearance, Buyer and Seller shall, and Seller shall cause the Malara Entities to, (i) keep each other informed in all material respects and on a reasonably timely basis of any material communication received by such party from, or given by such party to, any governmental agency and of any material communication received or given in

connection with any Action by a private party, in each case with respect to this Agreement, the Stations, the Business or the transactions contemplated hereby, (ii) notify each other of all documents filed with or received from any governmental agency with respect to this Agreement, the Stations, the Business or the transactions contemplated hereby, (iii) furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder and (iv) cooperate in all reasonable respects with each other in connection with any filing or submission with a governmental agency in connection with the transactions contemplated by this Agreement and in connection with any investigation or other inquiry by or before any governmental agency relating to this Agreement, the Stations, the Business or the transactions contemplated hereby, including any Action initiated by a private party. Subject to applicable laws relating to the exchange of information, each of Buyer and Seller shall have the right to review in advance, and to the extent practicable each will consult with the other on, and Seller shall cause the Malara Entities to consult with Buyer and Seller on, all information relating to the other party or parties, as the case may be, and their respective Affiliates, that appears in any filing made with, or written materials submitted to, any third party and/or any governmental agency with respect to this Agreement, the Stations, the Business or the transactions contemplated hereby. The FCC Consent and HSR Clearance are referred to herein collectively as the “Governmental Consents”.

1.11 Multi-Station Contracts. For purposes of this Agreement, “Multi-Station Contract” means any contract, agreement or lease used in the Business that one or more Other Seller Stations is party to, or has rights or obligations with respect to, and “Material Multi-Station Contract” means any Multi-Station Contract for which (a) the obligations under such contract, agreement or lease require payment by Seller or the Malara Entities, as applicable, in excess of Fifty Thousand Dollars (\$50,000.00) annually, or (b) the rights under such contract, agreement or lease entitle Seller or the Malara Entities, as applicable, to receive in excess of Fifty Thousand Dollars (\$50,000.00) annually. Schedule 1.11 includes a list, as of the date hereof, of the Material Multi-Station Contracts. The rights and obligations under each Multi-Station Contract that is assigned to and assumed by Buyer (and included in the Purchased Assets and Assumed Obligations, as the case may be) shall include only those rights and obligations under such Multi-Station Contract to the extent that they are applicable to the Stations. The rights of each Other Seller Station with respect to such Multi-Station Contract and the obligations of each Other Seller Station to such Multi-Station Contract shall not be assigned to and assumed by Buyer (and shall be Excluded Assets and Retained Obligations, as the case may be). Subject to the provisions of this Section 1.11, the Purchased Assets shall include those rights to the extent relating to the Business which are attributable to the period from and after the Effective Time under a Multi-Station Contract, subject to the terms and conditions of such Multi-Station Contract (such rights, the “Multi-Station Contract Rights”), and the Assumed Obligations shall include those obligations to the extent relating to the Business which are attributable to the period from and after the Effective Time under a Multi-Station Contract, subject to the terms and conditions of each such Multi-Station Contract (such obligations, the “Multi-Station Contract Obligations”). All rights and obligations which arise under a Multi-Station Contract other than the Multi-Station Contract Rights and the Multi-Station Contract Obligations shall in all cases be included in the Excluded Assets and the Retained Obligations, as applicable. For purposes of determining the scope of the Multi-Station Contract Rights and the Multi-Station Contract Obligations, the rights and obligations under each Multi-Station Contract shall be equitably allocated among (1) the Stations, 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) except as set forth on Schedule 1.11(b), if there is no allocation in the Multi-Station Contract as described in clause (a) hereof, then any reasonable allocation previously made by Seller, any Malara Entity or their respective Affiliates (as applicable) in the ordinary course of business or consistent with Seller's or any Malara Entity's or their respective Affiliates' (as applicable) historical expense allocation of such Multi-Station Contract shall control;
- (c) if there is no reasonable allocation as described in clause (b) hereof, then the quantifiable proportionate benefit to be received by Seller and Buyer after the Effective Time (to be determined by mutual good faith agreement of Seller and Buyer) shall control; and
- (d) if not quantifiable as described in clause (c) hereof, then reasonable accommodation (to be determined by mutual good faith agreement of Seller and Buyer) shall control.

Subject to any applicable third-party consents, authorizations, approvals, waivers or notices, such allocation shall be effectuated, at the election of Seller, by termination of the Multi-Station Contract in its entirety and the execution of new contracts on substantially the same terms and conditions as the terminated Multi-Station Contract or by an assignment to and assumption by Buyer of the Multi-Station Contract Rights and the Multi-Station Contract Obligations under such Multi-Station Contract. The parties shall use commercially reasonable efforts to obtain any such new contracts or assignments to, and assumptions by, Buyer in accordance with this Section 1.11 and Section 5.5. Seller shall keep Buyer reasonably informed and shall consult with Buyer in good faith in making any determinations described in this paragraph.

## **ARTICLE 2.**

### **SELLER REPRESENTATIONS AND WARRANTIES**

Seller hereby makes the following representations and warranties to Buyer:

2.1 Organization. Each Seller and Malara Entity is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, with full power and authority to own, operate and lease its properties and assets and to carry on its business as now conducted and as currently contemplated to be conducted, and is qualified to do business in each jurisdiction in which its respective Purchased Assets are located. Each Seller and Malara Entity has the requisite power and authority to execute, deliver and perform this Agreement, the Option Exercise Agreement and all of the other agreements and instruments to be made by such Seller or such Malara Entity pursuant hereto (collectively the "Seller Ancillary Agreements") and to consummate the transactions contemplated hereby and thereby. Each Malara Entity has the requisite power and authority to execute, deliver and perform the Option Exercise Agreement and all of the Seller Ancillary Agreements to which it is a party.

2.2 Authorization. The execution, delivery and performance of this Agreement, the Option Exercise Agreement and the Seller Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby by Seller have been duly authorized and approved by all necessary action of Seller and do not require any further authorization or consent of Seller or its respective directors, managers, officers, stockholders or members. The execution, delivery and performance of the Option Exercise Agreement and the Seller Ancillary Agreements to which any Malara Entity is a party by such Malara Entity have been duly authorized and approved by all necessary action of such Malara Entity and its respective directors, managers, officers, stockholders and members and do not require any further authorization or consent of such Malara Entity or its respective directors, managers, officers, stockholders or members. This Agreement and the Option Exercise Agreement are, and each Seller Ancillary Agreement when executed and delivered by Seller (or by any Malara Entity, with respect to any Seller Ancillary Agreement to which it is a party) and the other parties thereto will be, a legal, valid and binding agreement of Seller and/or such Malara Entity, as applicable, enforceable in accordance with its 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).

2.3 No Conflicts. Except as set forth on Schedule 2.3 and except for the Governmental Consents and consents to assign the Purchased Contracts indicated as requiring consent on Schedule 1.1(c)(ii) and Schedule 1.1(d), the execution, delivery and performance by Seller and the Malara Entities (as applicable) of this Agreement, the Option Exercise Agreement and the Seller Ancillary Agreements and the consummation by Seller and the Malara Entities (as applicable) of any of the transactions contemplated hereby or thereby does not and will not, in any material respect conflict with, violate, result in a breach of the terms and conditions of, or, with or without notice or the passage of time, result in any material breach, event of default or the creation of any Lien under, any Real Property Lease listed on Schedule 1.1(c)(ii) or any Purchased Contract required to be listed on Schedule 1.1(d), any organizational documents of Seller or a Malara Entity, or any law, judgment, order, or decree to which Seller or any Malara Entity is subject or to which its assets are bound, or require the consent or approval of, or a filing by Seller or a Malara Entity with, any governmental or regulatory authority or any other Person.

#### 2.4 FCC Licenses.

(a) Schedule 1.1(a) sets forth all of the FCC Licenses (and the expiration dates thereof), which constitute all of the licenses, permits, authorizations and registrations of the FCC required for the lawful operation of the Business and the ownership of Purchased Assets or otherwise material to the present operation of the Business and the ownership of Purchased Assets, all required FCC antenna structure registrations that are associated with towers owned by Seller or any Malara Entity, and any pending applications for renewal or modification of the FCC Licenses. Except as set forth on Schedule 1.1(a): (i) the FCC Licensees are holders of the FCC Licenses described on Schedule 1.1(a), (ii) the FCC Licenses are in full force and effect in accordance with their terms and have not been revoked, suspended, canceled, rescinded or terminated and have not expired, (iii) there is not pending, or, to Seller's Knowledge (as defined below), threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses (other than proceedings to amend FCC rules of general applicability),

(iv) there is not issued or outstanding, by or before the FCC, any order to show cause, notice of violation, notice of apparent liability, or order of forfeiture against the Business or Seller or any Malara Entity with respect to the Business that could result in any such action, (v) the FCC Licenses have been issued for the full terms customarily issued by the FCC for each class of Station, and (vi) the FCC Licenses are not subject to any condition except for those conditions appearing on the face of the FCC Licenses and conditions generally applicable to each class of Station. The Stations and the Business are operating in compliance in all material respects with the terms of the FCC Licenses and the Communications Laws. To Seller's Knowledge, except as set forth on Schedule 2.4(a) and after appropriate inquiry to the FCC regarding any pending indecency matters or other enforcement issues, there are no facts or circumstances relating to Seller or any Malara Entity that might reasonably be expected to (a) result in the FCC's refusal to grant any Renewal Application or otherwise disqualify Seller or any Malara Entity, (b) materially delay obtaining the grant of any Renewal Application, (c) cause the FCC to impose a material condition or conditions on its granting any Renewal Application or (d) result in any challenge to any Renewal Application. "Knowledge" with respect to Seller, shall mean the actual or constructive knowledge, after due inquiry, of (i) the general manager and chief engineer (or person holding a similar position, but not including any contract employee or consultant) of each Station, and (ii) the individuals set forth on Schedule 2.4(a).

(b) Schedule 1.1(d) contains, as of the date hereof, (i) a list of all retransmission consent agreements with multi-channel video programming distributors, including cable systems, telephone companies, and DBS systems (together, "MVPDs") with respect to each Station, and (ii) a list of the MVPDs with more than 500 subscribers that, to Seller's Knowledge, carry any Station outside such Station's Nielsen Designated Market Area ("DMA"). Except as set forth on Schedule 2.4(b), Seller and the Malara Entities have entered into retransmission consent agreements with respect to each MVPD with more than 500 subscribers in any of the Stations' DMAs. Since January 1, 2013 and until the date hereof, except as set forth on Schedule 2.4(b), (x) no headend with more than 500 subscribers covered by an MVPD in any of the Stations' DMAs has provided written notice to Seller or a Malara Entity of any material signal quality issue or has failed to respond to a request for carriage or, to Seller's Knowledge, sought any form of relief from carriage of a Station from the FCC and (y) neither Seller nor any Malara Entity has received any written notice from any MVPD with more than 500 subscribers in any of the Station's DMAs of such MVPD's intention to delete a Station from carriage or to change a Station's channel position.

## 2.5 Taxes.

(a) Seller and the Malara Entities have, in respect of the Business, timely filed all Tax Returns which are required to have been filed (taking into account any permitted extension of time within which to file) by each of them under applicable law, and all such Tax Returns are complete, true and correct in all material respects. Except as set forth on Schedule 2.5, Seller and the Malara Entities have fully and timely paid all Taxes due and payable whether or not shown on any Tax Return. As used herein, "Taxes" shall mean any and all federal, state, local, county, provincial, national, foreign and other taxes, assessments, fees, levies, duties, tariffs, imposts, and other similar charges (together with any and all interest, penalties and additions to tax) imposed by any governmental or taxing authority including, without limitation, taxes or other charges on or with respect to income, gross receipts, minimum, franchises, windfall or other profits, gross receipts, property, environmental, custom duties, sales, use, capital stock, payroll, employment,

social security, workers' compensation, unemployment compensation, disability or net worth taxes or other charges in the nature of excise, withholding, ad valorem, stamp, transfer, conveyance, value added, or gains taxes, license, registration and documentation fees and similar charges, and "Tax Returns" shall mean any returns, reports, claims for refund, declarations of estimated Taxes and information statements, including any schedule or attachment thereto or any amendment thereof, with respect to Taxes required to be filed with any governmental or taxing authority, domestic or foreign, including consolidated, combined and unitary tax returns.

(b) With respect to the Business:

(i) No issues have been raised by any taxing authority in connection with Seller's liability with respect to Taxes and no Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time to assess a Tax.

(ii) There are no Liens on any of the assets of Seller with respect to Taxes nor, to Seller's Knowledge, is any taxing authority in the process of imposing any lien for Taxes on any such assets.

(iii) Seller has withheld and paid all Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all Forms W-2 and 1099 required with respect thereto have been properly completed and timely filed.

(c) There is no dispute or claim concerning any Tax liability of Seller claimed or raised by any authority in writing. Schedule 2.5 lists all Tax Returns filed with respect to each Seller for taxable periods ended after December 31, 2009, indicates those Tax Returns have been audited, and indicates those Tax Returns that currently are the subject of audit.

(d) No Seller has waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency.

2.6 Tangible Personal Property.

(a) Schedule 1.1(b) contains a list of material items of Tangible Personal Property included in the Purchased Assets with respect to each Station. Except as set forth on Schedule 2.6, Seller and the Malara Entities do and immediately prior to the Closing, Seller and the Malara Entities, taken together, will have good and valid title to the Tangible Personal Property free and clear of liens, claims and encumbrances ("Liens"), other than Permitted Liens. As used herein, "Permitted Liens" means, collectively, (a) statutory liens for taxes, assessments and governmental charges not yet due and payable or that are being contested in good faith by appropriate proceedings and for which appropriate reserves have been created in accordance with GAAP; (b) any zoning laws or ordinances which are not violated by the current use or occupancy of the real property or the operation of the business thereon, other than any restrictions resulting from any violation or non-compliance in any material respect with such zoning laws or ordinances by Seller, the Malara Entities or their respective Affiliates; (c) any right reserved to any governmental authority to regulate the affected property that is stated in any permits or recorded documents; (d) in the case of any leased Purchased Asset, (i) the rights of any lessor under the applicable Purchased Contract or any Lien granted by any lessor or any Lien that the applicable



Purchased Contract is subject to, (ii) any statutory Lien for amounts that are not yet due and payable or that are being contested in good faith by appropriate proceedings and for which appropriate reserves have been created in accordance with GAAP and (iii) the rights of the grantor of any easement or any Lien granted by such grantor on such easement property; (e) statutory Liens of landlords and Liens of carriers, warehousemen, mechanics, material men and other Liens imposed by law arising or incurred 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 and for which appropriate reserves have been created in accordance with GAAP and that are not resulting from any breach, violation or default by Seller of any Purchased Contract or applicable law; (f) Liens created by or through Buyer or any of its Affiliates; (g) any Liens that would be set forth in a title policy relating to Seller's or any Malara Entity's interests in the Real Property, or any easements, rights-of-way, restrictions and other similar Liens of record set forth in any state, local or municipal recording or like office, which do not interfere with the present use of any Real Property, any Station or other Purchased Asset or with the operation of the Business; (h) Liens that will be released prior to or as of the Closing Date, including, without limitation, all mortgages and security interests securing indebtedness of Seller or any Malara Entity; (i) non-exclusive licenses of Intellectual Property granted in the ordinary course of business; and (j) Liens designated as Permitted Liens on Schedule 2.6, if any.

(b) Except as set forth on Schedule 1.1(b), each material item of Tangible Personal Property is in good operating condition, ordinary wear and tear excepted. Other than the Tangible Personal Property, no material tangible personal property is used or necessary in the conduct of the business of Seller or any Malara Entity as currently conducted.

(c) Seller has made the capital expenditure (or series of related capital expenditures) set forth on Schedule 2.6(c).

## 2.7 Real Property/Leases.

(a) Schedule 1.1(c)(i) lists the address of all Owned Real Property. Seller and the Malara Entities, taken together, do and immediately prior to the Closing, Seller will have good and marketable fee simple title to the Owned Real Property free and clear of Liens, other than Assumed Obligations and Permitted Liens. Neither Seller, the Malara Entities nor any of their respective Affiliates is obligated under, nor is a party to, any option, right of first refusal or other contractual right to purchase, acquire, sell, assign or dispose of any of the Owned Real Property or any portion thereof or interest therein. Neither Seller nor any Malara Entity has leased or otherwise granted to any Person the right to use or occupy any of the Owned Real Property or any portion of the income or profits from the sale, operation or development thereof.

(b) Neither Seller nor any Malara Entity, nor to Seller's Knowledge, any other party to any Real Property Lease has violated any provision of, or committed or failed to perform any act which, with notice, lapse of time or both, would constitute a material default under the provisions of any of the Real Property Leases. Schedule 2.7(b) includes a list of all Real Property Leases, the location of the underlying Leased Real Property and the parties to the Real Property Leases. Except as set forth on Schedule 2.7(b), Seller or the Malara Entities have and at Closing will have a good and valid leasehold interest in the real property subject to the Real Property Leases (the "Leased Real Property"). Except as set forth on Schedule 2.7(b), neither Seller nor any Malara

Entity has subleased, licensed or otherwise granted any Person the right to use or occupy any Leased Real Property. Except for Permitted Liens, neither Seller nor any Malara Entity has collaterally assigned or granted any other security interest in any Real Property Lease. Except as adequately reserved for, there are no outstanding obligations regarding construction or other work or installations to be performed by or on behalf of Seller or any Malara Entity at the Leased Real Property. The Owned Real Property and Leased Real Property constitute all real property used or held for use in the conduct of the Business. The Owned Real Property includes, and the Real Property Leases provide, sufficient access (including but not limited to access for ingress, egress, and the ability to perform of routine maintenance) to each Station's facilities, including, but not limited to, broadcast towers. There are no oral agreements regarding the use or occupancy of the Owned Real Property or the Leased Real Property.

(c) There is not pending nor, to Seller's Knowledge, threatened any (i) zoning application or proceeding; (ii) condemnation, eminent domain or taking proceeding; or (iii) other action relating to any Owned Real Property or portion thereof or interest therein or, any Leased Real Property. As of the date hereof, neither Seller nor any Malara Entity has received written (or, to Seller's Knowledge, other) notice of default or violations in connection with any material permits required for the occupancy and operation of the Real Property. There are no abatements, reductions, or payments in lieu of Taxes affecting any of the Real Property, nor are there any agreements with any governmental entity regarding hiring or wage requirements entered into in connection with the acquisition of any Real Property.

(d) Except as set forth on Schedule 2.7(d), (i) there is legal and practical access to the Real Property and the Real Property is served by all utilities and services necessary for the proper and lawful conduct and operation of the Business as currently conducted, and (ii) the buildings, improvements and fixtures on the Owned Real Property are in good operating condition and repair, subject to normal wear and tear, and are available for immediate use in, and are otherwise suitable for, the operation of the Business, including the Stations, as currently conducted. All major building systems, including roof, foundation, plumbing, heating, ventilation and air conditioning systems and equipment, electrical, telephone, natural gas, water, sanitary and storm sewer systems and facilities in, on or serving the Real Property are in good working order and all necessary licenses have been obtained in connection therewith.

(e) The Improvements are in good condition and repair, and adequate to operate such facilities as currently used, and the towers, antennae, fixtures and Improvements on the Real Property are suitable for the current operation of the Business. To Seller's Knowledge, there are no (i) structural defects, or defects in the mechanical or building systems, in the Improvements or (ii) other facts or conditions affecting any of the towers, antennae, Improvements or Real Property which would, individually or in the aggregate, interfere in any material respect with the use or occupancy of the towers, antennae, Improvements or Real Property or any portion thereof in the operation of the Business. For the purposes hereof, "Improvements" shall mean all buildings, structures, improvements, fixtures, furniture, building systems and equipment, and all components thereof located on any Owned Real Property, and all buildings, structures, improvements, fixtures, furniture, building systems and equipment, and all components thereof located on any real property leased, subleased or licensed under any Real Property Lease which are owned by Seller or any Malara Entity, regardless of whether title to such buildings, structures, improvements or fixtures are subject to reversion to the landlord or other third party upon the expiration or termination of

such Real Property Lease.

## 2.8 Contracts.

(a) Schedule 1.1(d) sets forth a true and complete list of all contracts, agreements, licenses and leases that relate to the Business or the ownership of the Purchased Assets (including all contracts for the sale of advertising time, programming and film contracts, syndication contracts, national sales representation contracts, employment contracts, retransmission contracts and network affiliation contracts, Collective Bargaining Agreements, Real Property Leases, income-producing leases and agreements and Multi-Station Contracts), other than (a) contracts entered into in the ordinary course of business for the sale of time on the Stations which are for cash consistent with prior practices for the periods in question and with not more than twelve (12) months remaining in their terms or (b) contracts which (i) were entered into in the ordinary course of business and which are terminable by Buyer after the Closing on thirty (30) days' notice or less without penalty or premium, or (ii) are not reasonably expected to impose monetary obligations on Seller or any Malara Entity (or Buyer after Closing) in 2015 in excess of Fifty Thousand Dollars (\$50,000.00) individually and which impose no material restrictions on the operation of the Business (including on the use of any material Intangible Property). Seller has made available to Buyer true and complete copies of the Purchased Contracts (including all amendments and supplements thereto) required to be listed on Schedule 1.1(d) (or Final Schedule 1.1(d)); provided, that with respect to any oral contract, Seller has provided a summary of the material terms.

(b) Each of the Purchased Contracts is in full force and effect and is binding and enforceable upon Seller and/or the applicable Malara Entity (as applicable) and, to Seller's Knowledge, the other parties thereto (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 a proceeding in equity or at law)). Seller and the Malara Entities have performed their respective obligations under each of the Purchased Contracts in all material respects and are not in material default thereunder, and to Seller's Knowledge, no other party to any of the Purchased Contracts is in default thereunder in any material respect and there does not exist any event, condition or omission that would constitute such a default (whether by lapse of time or notice or both) by Seller or, to Seller's Knowledge, such other party.

(c) Unless listed on Schedule 1.1(c)(ii) or Schedule 1.1(d) (as further described in Schedule 2.3), Seller's and the Malara Entities' rights, title and interest in and to each of the Purchased Contracts (or the Multi-Station Contract Rights, as the case may be) are fully assignable to Buyer without the consent, approval or waiver of any other Person and the assignment of such Purchased Contracts will give no party thereto the right to terminate such Purchased Contract.

2.9 Environmental. Except as set forth on Schedule 2.9, and except as would not reasonably be expected to result in Seller, the Malara Entities, or any owner or operator of the Business or the Real Property incurring material liability under any applicable Environmental Law (as defined below) (a) Seller and each of the Malara Entities is and has been in compliance with all Environmental Laws applicable to the Business, the Purchased Assets, and the Real Property, which compliance includes obtaining, maintaining and complying in all material respects with all

permits, licenses or other authorizations required by Environmental Law for the operation of the Business or use of the Real Property, (b) no claims are pending or, to Seller's Knowledge, threatened against Seller, the Malara Entities, the Business, the Purchased Assets or the Real Property alleging a violation of, or liability under, Environmental Laws, (c) there are no conditions resulting from the operations of the Business or existing at or resulting from the Purchased Assets or any Real Property that would result in the owner or operator of the Business or the Real Property incurring liability under Environmental Laws, (d) there has been no release of Hazardous Materials on, at, or under any Real Property, (e) Seller has not assumed, either by contract, operation of law, or otherwise, any liability under Environmental Law of any other Person relating to the Business, (f) there is no pending or, to Seller's Knowledge, threatened Action by any Person arising from or related to electromagnetic spectrum pollution or emissions generated by or originating from the Stations or otherwise related to the operation of the Business, (g) the operations of the Business do not exceed the permissible levels of exposure to RF radiation specified in the Communications Laws or under Environmental Laws, (h) during the last five (5) years from the date hereof, Seller has not received any request for information, notice of violation or other communication from any Governmental Entity or third party alleging a violation of or liability under any Environmental Law or any damage or liability related to human health or safety related to the Business, and (i) to Seller's Knowledge, Seller has made available to Buyer copies of all non-privileged environmental assessments, audits, investigations or other similar environmental reports relating to the Business, the Purchased Assets or the Real Property that are in the possession, custody or control of Seller or the Malara Entities. For purposes of this Agreement, the following terms have the following meanings: (i) "Environmental Law" shall mean any and all federal, state or local laws (including common law), statutes, rules, regulations, codes, policies, ordinances, orders, injunctions and directives, in effect on or prior to the Closing Date: (a) related to releases or threatened releases of, or exposure to, any Hazardous Materials; (b) governing the use, treatment, storage, disposal, transport or handling of Hazardous Materials; or (c) related to pollution or the protection of the Environment or human or worker health and safety (with respect to management of or exposure to hazardous substances). Such Environmental Laws include, without limitation, the following federal laws: the *Resource Conservation and Recovery Act*, the *Comprehensive Environmental Response, Compensation, and Liability Act*, the Emergency Planning & Community Right-to-Know Act, the Clean Air Act, the Clean Water Act, the Safe Drinking Water Act, the Occupational Health and Safety Act, as it relates to management of or exposure to hazardous substances, and the Toxic Substances Control Act.; (ii) "Hazardous Materials" shall mean (A) all chemicals, materials, substances or wastes classified, characterized or regulated as "hazardous," "toxic," "pollutant" or "contaminant," or words of similar meaning, defined, listed, classified, regulated or prohibited under any Environmental Law, (B) all petrochemical or petroleum products, oil or radioactive materials, and (C) any other chemical, material, substance, emission or media exposure to which may be harmful to human health or is prohibited, limited or regulated by any Environmental Law; and (iii) "Environment" shall mean surface waters, ground waters, surface water sediment, soil, subsurface strata, buildings, indoor air, ambient air and other environmental medium.

## 2.10 Intangible Property.

(a) Schedule 2.10(a) contains a description of the Intangible Property (including Internet domain names) that is registered or patented, or the subject of an application for registration or patent, with the U.S. Patent and Trademark Office (or any equivalent foreign

offices). The Intangible Property required to be described on Schedule 2.10(a) is subsisting and, to Seller's Knowledge, valid and enforceable, except 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).

(b) Except as set forth on Schedule 2.10(b), (i) the operation of the Business does not infringe upon, misappropriate or otherwise conflict with any third Person's Intellectual Property, (ii) to Seller's Knowledge, none of the Intangible Property is being infringed upon, misappropriated or otherwise conflicted with by any third party, (iii) no Intangible Property is the subject of any pending or, to Seller's Knowledge, threatened Action claiming infringement or misappropriation of or other conflict with any third party's Intellectual Property by Seller, the Malara Entities or the Business, and (iv) in the past four (4) years through the date hereof, neither Seller nor any of the Malara Entities has received any written (or, to Seller's Knowledge, other) claim or notice asserting that the operation of the Business infringes upon, misappropriates or otherwise conflicts with the Intellectual Property of any other Person or challenging the ownership, use, validity or enforceability of any material Intangible Property, and, to Seller's Knowledge, there is no reasonable basis for any of the foregoing. To Seller's Knowledge, Seller and the Malara Entities (as applicable) are the owners of or have the right to use the Intangible Property free and clear of Liens, other than Permitted Liens. Other than the Intangible Property, no material Intellectual Property is used or necessary in the conduct of the business of Seller as currently conducted.

(c) With respect to each Website, to Seller's Knowledge, Seller and the Malara Entities have taken commercially reasonable steps to: (i) maintain what it believes are adequate computer resources to help ensure that no service outages will occur due to insufficient data-storage, memory, server response levels or other related reasons (except outages which are at industry acceptable levels); (ii) protect the confidentiality, integrity and security of such Websites against any unauthorized use, access, interruption, modification or corruption, as the case may be; (iii) obtain consent for its acquisition, storage, transfer and use of personal information as required by applicable law; and (iv) put in place policies and procedures to limit the liability of Seller as a host of user-generated content. Excluding all programming that is provided under any programming agreement or under any affiliation agreement, to Seller's Knowledge, all material Intangible Property produced or otherwise generated by or for Seller or the Malara Entities, whether by assignment, work made for hire or otherwise, including, without limitation, any content posted on the Websites and which material Intangible Property is produced solely by or for the benefit of Seller or the Malara Entities (as the case may be), is owned exclusively or validly licensed by Seller or the Malara Entities. Seller and the Malara Entities have taken reasonable steps to ensure that all Persons (including current and former Station employees and any independent contractors) who create or contribute to material proprietary Intangible Property owned or used by Seller or the Malara Entities in the conduct of the Business have assigned to Seller or the Malara Entities in writing all of their rights therein that did not initially vest with Seller or the Malara Entities by operation of law.

(d) Subject to obtaining any required consents set forth on Schedule 2.3, and except for the Seller Marks, from and after Closing, the Intangible Property shall be owned or

available for use by Buyer on terms and conditions that are identical to the terms and conditions under which Seller or the Malara Entities owned or used such Intellectual Property immediately prior to the Closing.

## 2.11 Employees; Labor Matters.

(a) Except as set forth on Schedule 2.11, since January 1, 2008, Seller and the Malara Entities have complied in all material respects with all labor and employment laws, rules and regulations applicable to the Business, including those which relate to wages, hours, benefits, terms and conditions of employment, discrimination in employment collective bargaining, equal employment opportunity, harassment, immigration, disability, workers' compensation, unemployment compensation, the payment of social security and similar taxes, the classification of employees, plant closing and layoff of employees, and occupational health and safety. Except as set forth on Schedule 2.11, there is, and since January 1, 2013 there has been, no unfair labor practice charge, employment discrimination charge, or other complaint against or affecting Seller or the Malara Entities in respect of the Business pending or, to Seller's Knowledge, threatened before the National Labor Relations Board, the Equal Employment Opportunity Commission, or any comparable governmental body including any state labor relations board or equal opportunity agency or any court or tribunal, nor has any written complaint pertaining to any such charge or complaint or potential charge or complaint been filed against Seller or the Malara Entities, and there is, and for the past three (3) years has been, no strike, picketing, labor dispute, request for representation, slowdown or work stoppage pending or, to Seller's Knowledge, threatened in respect of the Business.

(b) Other than the collective bargaining agreements set forth on Schedule 2.11(b) (the "Collective Bargaining Agreements"), Seller and the Malara Entities are not party to or subject to any collective bargaining, union or similar agreement with respect to the Station employees (as defined below), and, to Seller's Knowledge, other than the Labor Unions parties to the Collective Bargaining Agreements ("Labor Unions"), no union or other labor organization represents or claims to represent or is attempting (or within the past three (3) years has attempted) to organize such Station employees. To Seller's Knowledge, there are, and for the past three (3) years have been, no ongoing or threatened union decertification activities relating to Station employees. With respect to the transactions contemplated by this Agreement, any notice required under any law or Collective Bargaining Agreement has been or prior to Closing will be given by Seller, and all bargaining obligations have been or prior to Closing will be satisfied by Seller.

(c) Schedule 2.11(c) sets forth a complete and correct list of each deferred compensation, incentive compensation, stock purchase, stock option, retention, severance or termination pay, hospitalization or other medical, life, or other insurance, supplemental unemployment benefits, profit-sharing, 401(k), pension or retirement plan, program or agreement, and each other material employee benefit plan, program, agreement, arrangement, contract or policy, that currently is sponsored, maintained, or contributed to or required to be contributed to by Seller or any Malara Entity or by any trade or business, whether or not incorporated (an "ERISA Affiliate"), that together with Seller or any Malara Entity would be deemed a "single employer" within the meaning of Section 414 of the Code or Section 4001(b)(1) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), for the benefit of any Employee (collectively with the employment agreements or severance agreements referenced in Section

1.1(d), the “Benefit Plans”). Schedule 2.11(c) identifies each of the Benefit Plans that is an “employee welfare benefit plan” or “employee pension benefit plan” as such terms are defined in Sections 3(1) and 3(2) of ERISA. None of the Station employees participate, or have participated within the past five years, in a multiemployer pension plan (within the meaning of Section 4001(a)(3) of ERISA) that is covered by Title IV of ERISA, nor has Seller been required to or contributed to such a plan for any Employee within the past five years. Each of the Benefit Plans has been and is operated and administered in accordance with its terms in all material respects and in material compliance with applicable requirements of the Code, ERISA, and other applicable Legal Requirements. Each Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a currently applicable favorable determination letter from the Internal Revenue Service and, to Seller’s Knowledge, nothing has occurred that would adversely affect the qualification of such Benefit Plan. With respect to each Benefit Plan to which Seller or any Malara Entity is obligated to contribute under the Collective Bargaining Agreements, all contributions for all periods ending prior to or on the Closing Date shall have been made or will be made by Seller, the Malara Entities or their respective Affiliates.

(d) Except as disclosed on Schedule 2.11(d), neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (alone or in combination with any other event) (i) result in any payment becoming due (for severance, termination pay or otherwise) to any Employee or satisfy any prerequisite to any payment or benefit to any Employee, (ii) increase any benefits or give rise to any liability under any Benefit Plan, (iii) result in the acceleration of the time of payment, vesting or funding of any such benefits under any Benefit Plan, or increase the amount of compensation or benefits due to any Employee or their beneficiaries.

2.12 Insurance. Seller and the Malara Entities maintain insurance policies or other arrangements with respect to the Business and the Purchased Assets consistent with its practices for other stations, and will maintain such policies or arrangements until the Effective Time. Schedule 2.12 includes a true and complete list of all insurance policies maintained by or on behalf of Seller. Seller has made available to Buyer true and complete copies of all such insurance policies, together with copies of all policy endorsements. There is no material claim pending under any of such insurance policies relating to Seller or the Business.

2.13 Compliance with Law; Permits. Except as set forth on Schedule 2.13, Seller and the Malara Entities have complied in all material respects with all laws, ordinances, codes, rules and regulations, and all decrees, judgments and orders of any Governmental Entity which are applicable to the Business or Seller in respect of the Business, including, without limitation, the requirements of the FCC and the Federal Aviation Administration with respect to the Stations’ antennas, and, to Seller’s Knowledge, Seller has not been charged and is not under investigation with respect to any material violation of any the foregoing. Schedule 2.13 sets forth a true and complete list of all Permits. Except as set forth on Schedule 2.13, (x) Seller and the Malara Entities hold all material licenses, franchises, permits, certificates, approvals and authorizations, including all required FCC Antenna Structure Registrations, from Governmental Entities necessary for the ownership and operation of the Business (collectively, “Permits”), (y) all such Permits are valid and in full force and effect and (z) Seller and the Malara Entities are in compliance in all material respects with the terms of all Permits and, there is no Action pending or, to Seller’s Knowledge, threatened regarding the suspension, revocation, or cancellation of any Permits.

2.14 Litigation; Orders. Except as set forth on Schedule 2.14, there is no legal or administrative claim, suit, action, complaint, charge, grievance, arbitration, audit, investigation, inquiry or other proceeding (each, an “Action”) pending or, to Seller’s Knowledge, threatened against Seller or the Malara Entities (i) that would have a Material Adverse Effect on the Business or (ii) which would reasonably be expected to affect Seller’s ability or the Malara Entities’ ability to perform its obligations under this Agreement or any Seller Ancillary Agreement or otherwise impede, prevent or materially delay the consummation of the transactions contemplated by this Agreement or any Seller Ancillary Agreement. All Actions required to be set forth on Schedule 2.14 are subject to insurance coverage under the insurance policies of Seller and, to Seller’s Knowledge, any Damages arising out of or resulting from such Actions are being, or will be, funded by insurance under such policies. Except as set forth on Schedule 2.14, there is no material decree, judgment or orders of any Governmental Entity (i) to which Seller is subject or (ii) by which any material asset or property owned or used by any Seller in the operation of the Business is subject, except, in each case, those affecting the television broadcast industry generally. To Seller’s Knowledge, no director, officer or employee of Seller is subject to any decree, judgment or orders of any Governmental Entity that prohibits such Person from engaging in or continuing any material service provided to the Business.

2.15 Financial Statements. Schedule 2.15 sets forth copies of the following un-audited financial statements from Seller’s and Malara Entities’ internal reporting system, on a per market basis with respect to the Business, relating to the operation of the Stations (such financial statements, collectively, the “Financial Statements”) (a) each un-audited balance sheet as of the fiscal years ended December 31, 2013 and December 31, 2014, (b) each un-audited statement of operations for the fiscal years ended December 31, 2013 and December 31, 2014, and (c) each un-audited balance sheet as of June 30, 2015 and the related un-audited statement of operations for the six (6) month period then ended. The Financial Statements have been derived from the books and records of Seller relating to the Business and fairly present, in all material respects, the financial position and results of operations, on a per market basis with respect to the applicable Station, of the Business as of the dates thereof and for the periods indicated therein in conformity with GAAP and reflect all costs and expenses of conducting the Business of each Station, including reasonable allocations for all costs and expenses of services performed for Seller by its Affiliates. Except as set forth on Schedule 2.15, Seller has no liabilities or obligations with respect to the Business that would be required to be disclosed on a balance sheet or in footnotes thereto, in each case prepared in accordance with GAAP, except (i) liabilities which are adequately reflected or reserved against in the balance sheets as of June 30, 2015 included in the Financial Statements and (ii) current liabilities incurred in the ordinary course of business since June 30, 2015.

2.16 Absence of Changes. Except as set forth on Schedule 2.16, since December 31, 2014, there has not occurred a Material Adverse Effect, and the Business has been operated in all material respects in the ordinary course of business consistent with past practice.

2.17 Purchased Assets; Sufficiency. Seller and the Malara Entities, taken together, have good and valid title to, or a valid leasehold interest in, the Purchased Assets free and clear of all Liens (other than Permitted Liens). The Purchased Assets include all assets that are owned, leased or licensed by Seller or the Malara Entities and exclusively or primarily used or exclusively or primarily held for use in the Business, except for the Excluded Assets. Except as set forth on Schedule 2.17, the Purchased Assets constitute all the assets and properties (including Purchased



Contracts and FCC Licenses), whether tangible or intangible, whether personal, real or mixed, wherever located, that are used in the Business and are sufficient to conduct the Business in the manner in which it is conducted on the date hereof and as of the Closing Date.

2.18 No Brokers. Except for services of Houlihan Lokey to Seller, for which the applicable fee shall be paid by Seller, no broker, investment banker, financial advisor or other third party has been employed or retained by Seller or any Malara Entity in connection with the transactions contemplated by this Agreement or is or may be entitled to any broker's, finder's, financial advisor's or other similar fee or commission, or the reimbursement of expenses, in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller or any Malara Entity.

2.19 Transactions with Affiliates. Except as set forth on Schedule 2.19, there are no arrangements between Seller, on the one hand, and any of its Affiliates, on the other hand, relating to the Business (other than the Multi-Station Contracts and the services provided by Seller's headquarters or any other Excluded Assets). Upon Closing, neither Seller nor any of its Affiliates will have any interest in any asset used in the Business (other than the Excluded Assets and the Multi-Station Contracts).

2.20 Full Disclosure. Seller has made available to Buyer true and complete copies of the documents listed on the Schedules.

### **ARTICLE 3.**

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

Buyer hereby makes the following representations and warranties to Seller:

3.1 Organization. Buyer is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization. Buyer has the requisite power and authority to execute, deliver and perform this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary Agreements") and to consummate the transactions contemplated hereby.

3.2 Authorization. The execution, delivery and performance of this Agreement and the Buyer Ancillary Agreements and the consummation of the transactions contemplated hereby and thereby by Buyer have been duly authorized and approved by all necessary action of Buyer and its directors, officers and stockholders and do not require any further authorization or consent of Buyer or its directors, officers or stockholders. This Agreement is, and each Buyer Ancillary Agreement when executed and delivered by Buyer and the other parties thereto will be, a legal, valid and binding agreement of Buyer enforceable in accordance with its 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).

3.3 No Conflicts. Except for the Governmental Consents, the execution, delivery and performance by Buyer of this Agreement and the Buyer Ancillary Agreements and the consummation by Buyer of any of the transactions contemplated hereby or thereby does not and

will not conflict with, violate, result in a breach of the terms and conditions of, or, with or without notice or the passage of time, result in any breach, event of default or the creation of any lien under, any lease, contract or agreement to which Buyer is a party or to which its assets are subject, any organizational documents of Buyer, or any law, judgment, order or decree to which Buyer is subject, or require the consent or approval of, or a filing by Buyer with, any governmental or regulatory authority or any third party (other than required filings with the FCC and DOJ and FTC).

3.4 Litigation. There is no Action pending or, to Buyer's Knowledge, threatened against Buyer which would reasonably be expected to affect Buyer's ability to perform its obligations under this Agreement or otherwise impede, prevent or materially delay the consummation of the transactions contemplated by this Agreement. "Knowledge" with respect to Buyer shall mean the actual knowledge of Ralph M. Oakley and Brad Eaton.

3.5 Qualification. Subject to Section 1.10(a) Buyer is legally, financially and otherwise qualified to be the licensee of, acquire, own and operate the Stations under the Communications Laws. Buyer is in compliance with Section 310(b) of the Communications Laws and the FCC's rules governing alien ownership. There are no facts or circumstances that would, under the Communications Laws and the existing procedures of the FCC, disqualify Buyer as an assignee of the FCC Licenses or as the owner and operator of the Stations. Other than the waivers described in Section 1.10(a) above, no other waiver of or exemption from any provision of the Communications Laws and policies of the FCC in effect as of the date of this Agreement is necessary for the FCC Consent to be obtained.

3.6 Financing. Buyer acknowledges and agrees that the obligation of Buyer to consummate the transactions contemplated by this Agreement is not conditioned upon Buyer's ability to finance or pay the Purchase Price and that, if all of the conditions set forth in Article 7 are satisfied (other than those conditions that by their nature would be satisfied at the Closing) and this Agreement has not been previously terminated, any failure of Buyer to consummate the transactions contemplated by this Agreement at the Closing as a result of the failure to pay the Purchase Price shall constitute a material breach by Buyer of this Agreement giving rise to Seller's right to terminate this Agreement under Section 10.1(c) hereof, subject to the terms and conditions of Section 10.1(c) hereof, and entitle Seller to receive the Escrow Deposit Fund (including, if applicable, attorneys' fees and costs) pursuant to Section 10.5, subject to the terms and conditions of Section 10.5.

3.7 Solvency. Assuming (a) the satisfaction of the conditions in ARTICLE 7 hereof, and (b) the accuracy in all material respects of the representations and warranties of Seller set forth in ARTICLE 2 hereof, then immediately after giving effect to the transactions contemplated by this Agreement, including any financing, any other repayment or refinancing of debt contemplated in this Agreement, payment of all amounts required to be paid in connection with the consummation of the transactions contemplated hereby, and payment of all related fees and expenses, Buyer shall be Solvent (as defined below). For purposes of this Agreement: (i) "Solvent", when used with respect to Buyer, means that, as of any date of determination, (A) the Present Fair Salable Value (as defined below) of its assets will, as of such date, exceed all of its liabilities, contingent or otherwise, as of such date, (B) Buyer will not have, as of such date, an unreasonably small amount of capital for the business in which it is engaged or will be engaged

and (C) Buyer will be able to pay its debts as they become absolute and mature, in the ordinary course of business, taking into account the timing of and amounts of cash to be received by it and the timing of and amounts of cash to be payable on or in respect of its indebtedness, in each case after giving effect to the transactions contemplated by this Agreement, and the term “Solvency” shall have a correlative meaning; (ii) “debt” means liability on a “claim”; (iii) “claim” for purposes of this Section 3.7 means (A) any right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured or (B) the right to an equitable remedy for a breach in performance if such breach gives rise to a right to payment, whether or not such equitable remedy is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; and (iv) “Present Fair Salable Value” means the amount that may be realized if the aggregate assets of Buyer (including goodwill) are sold as an entirety with reasonable promptness in an arm’s-length transaction under present conditions for the sale of comparable business enterprises.

3.8 Projections and Other Information. Buyer acknowledges that, with respect to any estimates, projections, forecasts, business plans, budget information and similar documentation or information relating to Seller, the Malara Entities and the Business (“Provided Information”) that Buyer has received from Seller, any of its Affiliates or Seller’s advisors, (a) Buyer is not relying on such documentation in making its determination with respect to signing this Agreement or completing the transactions contemplated hereby, (b) there are uncertainties inherent in attempting to make such estimates, projections, forecasts, plans and budgets, (c) Buyer is familiar with such uncertainties, (d) Buyer is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts, plans and budgets so furnished to it, and (e) Buyer does not have, and will not assert any claim against Seller, the Malara Entities, their respective Affiliates or any of their respective directors, officers, members, managers, employees, Affiliates or representatives, or hold Seller, the Malara Entities or any such Persons liable, with respect thereto. Buyer represents and warrants that neither of Seller, the Malara Entities nor any of their respective Affiliates nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any Provided Information or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and, neither Seller, the Malara Entities nor any of their respective Affiliates or any other Person will have or be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer or its representatives or Buyer’s use of, any such Provided Information, including any confidential memoranda distributed on behalf of Seller or any Malara Entity relating to Provided Information. Notwithstanding anything herein to the contrary, nothing in this Section 3.8 will in any way limit Buyer’s rights (including under Section 7.1(a) and ARTICLE 9 with respect to representations and warranties of Seller explicitly included in this Agreement or any certificate delivered pursuant to Section 8.1(c)).

3.9 Brokers. Except for services of Wells Fargo Securities to Buyer, for which the applicable fee shall be paid by Buyer, no broker, investment banker, financial advisor or other third party has been employed or retained by Buyer or any of its Affiliates in connection with the transactions contemplated by this Agreement or is or may be entitled to any broker’s, finder’s, financial advisor’s or other similar fee or commission, or the reimbursement of expenses, in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer or any of its Affiliates.

3.10 No Option Agreement in Ft. Wayne or Duluth. At the Closing, Buyer shall not have any option to acquire, right of first refusal to acquire, or other future ownership interest in WISE-TV, Ft. Wayne, IN, or KDLH, Duluth, MN.

#### **ARTICLE 4. CERTAIN COVENANTS**

4.1 Seller's Covenants. Between the date hereof and Closing, except as permitted by this Agreement or as specifically permitted in Schedule 4.1 or any schedule to any subsection of Section 4.1 or required by applicable law or the regulations or requirements of any regulatory organization applicable to Seller, unless Buyer otherwise consents in writing (which request for consent shall, notwithstanding the provisions of Section 11.4, be directed to and promptly considered in accordance with the terms and conditions of this Section 4.1 by the Buyer Principal Liaisons (as defined below) and may be delivered by email and which consent shall not be unreasonably withheld, conditioned or delayed, and shall automatically be deemed given in the event that a Buyer Principal Liaison fails to respond in 3 Business Days), Seller shall, and Seller shall cause the Malara Entities to:

(a) operate the Business in the ordinary course and conduct the Business in all material respects in accordance with the Communications Laws and with all other applicable Legal Requirements, including using commercially reasonable efforts to preserve and maintain the Business' goodwill, business, customer and employee relationships, licenses and franchises;

(b) (i) not materially modify any of the FCC Licenses (or any practices, policies or procedures of Seller or the Malara Entities relating to regulatory compliance) and shall maintain all of the FCC Licenses in full force and effect or (ii) not change any Station's call letters;

(c) Other than in the ordinary course of business or for the purpose of disposing of obsolete or worthless assets, not (i) sell, lease, license or dispose of or agree to sell, lease, license or dispose of any of the Purchased Assets (other than the Real Property, which is subject to Section 4.1(d) below) unless replaced with similar items of substantially equal or greater value and utility, (ii) create, assume or permit to exist any Liens upon the Purchased Assets, except for Permitted Liens or (iii) dissolve, liquidate, merge or consolidate with any other entity;

(d) (i) maintain and replace the Tangible Personal Property and maintain the Real Property, in each case, in the ordinary course of business, (ii) not grant any easements or licenses with respect to the Real Property, (iii) not dispose, sell, transfer, acquire, lease, or exchange any Real Property (other than income leases entered into in the ordinary course of business); (iv) not amend, modify or terminate any Real Property Lease or other agreements relating to the Leased Real Property; or (v) not fail to exercise any rights of renewal of a material Real Property Lease that by its terms would otherwise expire;

(e) maintain in all material respects in full force and effect policies of insurance of the same type, character and coverage as the policies set forth in Schedule 2.12;

(f) not enter into any interference acceptance agreement with another FCC licensee that would reasonably be expected to result in electrical interference to a Station in excess

of the applicable interference level permitted under the Communications Laws;

(g) (i) upon reasonable advance written notice, give Buyer and its representatives reasonable access at reasonable, mutually agreed-upon times during normal business hours to the Purchased Assets and the books and records and personnel of the Business, and furnish Buyer with information relating to the Purchased Assets or the Business that Buyer may reasonably request, provided, that Seller shall, and shall cause the Malara Entities to, use commercially reasonable efforts to make the general managers of the Stations available to Buyer to respond to Buyer's reasonable inquiries within at least 24 hours of Buyer's request, and provided further that such access rights shall not be exercised in a manner that unreasonably interferes with the operation of the Business, and (ii) otherwise provide such reasonable assistance and cooperation as may be requested by Buyer from time to time prior to the Closing Date to reasonably facilitate the transition of the Business, including facilities, operations and applicable Business data, to Buyer upon and effective as of the Effective Time;

(h) Except for performance and stay bonuses and other compensation payable solely by Seller or any Malara Entity in connection with the consummation of the transactions contemplated by this Agreement or as required by Law, not enter into or amend (i) any employment agreement with (A) an Employee providing for annual compensation in excess of Seventy-Five Thousand Dollars (\$75,000.00) or (B) any other Employee other than in the ordinary course of business, (ii) any severance agreement or (iii) any labor or union agreement or plan, in each case that will be binding upon Buyer or the Business after Closing;

(i) not hire, terminate the employment of, or transfer the employment of any Station general manager or any other Employee with annual aggregate non-equity compensation, including target bonuses, in excess of Seventy-Five Thousand Dollars (\$75,000.00), excluding any terminations for "cause" as reasonably determined by Seller;

(j) not (i) increase the compensation (including base salary and bonus or incentive compensation or hourly wage) or benefits payable to any Employee (except for (A) performance and stay bonuses and other compensation payable solely by Seller or any Malara Entity in connection with the consummation of the transactions contemplated by this Agreement or (B) increases to employee compensation (including base salary and bonus or incentive compensation or hourly wage) made in the ordinary course of business and not exceeding 3% of such employee's salary and bonus or incentive compensation or hourly wage, as applicable), or (ii) modify any severance policy applicable to any Employee that would result in any increase in the amount of severance payable to any such employee (or would expand or change the circumstances in which such severance is payable);

(k) pay accounts payable and collect accounts receivable of the Business in the ordinary course of business;

(l) maintain the Stations' MVPD carriage existing as of the date of this Agreement;

(m) except as permitted pursuant to Section 4.1(h) hereof, and except for agreements and contracts which will be terminable by Buyer, without penalty, upon notice of sixty

(60) days or less, not (i) enter into any agreement or contract either (x) for the use of any digital subchannel of any Station or (y) that would have been a Purchased Contract were Seller or the Malara Entities a party or subject thereto on the date of this Agreement unless such agreement or contract (A) is entered into in the ordinary course of business and (B) does not involve payments by Seller or the Malara Entities of greater than Fifty Thousand Dollars (\$50,000.00) during any twelve (12) month period, (ii) amend in any material respect or renew any Purchased Contract unless such amendment or renewal (A) is effected in the ordinary course of business and (B) does not increase the amount of payments to be made by Seller or the Malara Entities during any twelve (12) month period by Twenty-Five Thousand Dollars (\$25,000.00) or more or (iii) terminate or waive any material right under any Purchased Contract other than in the ordinary course of business (excluding the expiration of any Purchased Contract in accordance with its terms) (it being understood that if any such entry into, or amendment or termination of any such agreement or contract is permitted pursuant to this Section 4.1(m) as a result of the references to acts taken in the ordinary course of business, but such action would otherwise be prohibited by any other provision of this Section 4.1, then this Section 4.1(m) shall not be interpreted to permit such action without the prior written consent of Buyer as contemplated hereby);

(n) not change any accounting practices, period, policies, procedures or methods relating to the Business (except for any change required under GAAP or applicable law or other ministerial changes to policies or procedures);

(o) not communicate to any Employee any information regarding the prospective terms and conditions of his or her employment with Buyer which is not expressly stated in this Agreement;

(p) promptly enter into, and comply with the terms of, tolling, assignment and escrow agreements on customary terms and conditions, as necessary and requested by the FCC to facilitate grant of the FCC Application or any Renewal Application with respect to any Station;

(q) not take any action, or omit to take any action, or enter into any agreement or contract which would, or would reasonably be expected to, prevent or interfere with the successful prosecution of the FCC Application or any Renewal Application or the consummation of the transactions contemplated by this Agreement, or which is or would be inconsistent with any FCC Application or Renewal Application or the consummation of the transactions contemplated by this Agreement;

(r) not make any acquisition (including by merger, consolidation or acquisition of stock) of the capital stock or a material portion of the assets of any third party, excluding such acquisitions the capital stock or assets of which shall not constitute Purchased Assets or relate to the Business;

(s) maintain its qualifications to hold the FCC Licenses with respect to each Station and not take any action that will impair such FCC Licenses or such qualifications, or cause the grant of FCC Consent to be delayed;

(t) promote the Stations and the programming of the Stations (both on-air and using third party media) in the ordinary course of business, taking into account inventory

availability;

(u) (i) not amend or waive any of its rights under the Option Exercise Agreement, and (ii) enforce its rights under the Option Exercise Agreement;

(v) not voluntarily recognize (except as have been recognized as of the date hereof), or collectively bargain without the participation by and approval of Buyer with, any labor unions as the collective bargaining representative of any Employee;

(w) [omitted]

(x) not agree, commit or resolve to take any actions inconsistent with the foregoing; and

(y) with respect to contracts to be assigned to and assumed by Buyer, not enter into any new contracts without the consent of Buyer which have an annual payment liability of more than Fifty Thousand Dollars (\$50,000.00) in either cash or trade regardless of whether such contract is in the ordinary course of business.

4.2 No Solicitation or Negotiation. Seller, on behalf of itself and the Malara Entities, agrees that between the date of this Agreement and the earlier of the Closing and the termination of this Agreement, for so long as Buyer is not in material breach of this Agreement, Seller shall not, and Seller shall cause the Malara Entities not to, directly or indirectly, (i) solicit, initiate, consider, encourage or accept any other proposals or offers from any Person (A) relating to any acquisition or purchase of all or any portion of the Business or Seller or the Malara Entities or (B) to enter into any merger, consolidation, business combination, recapitalization, reorganization or other extraordinary business transaction involving or otherwise relating to the Business or Seller or the Malara Entities or (ii) participate in any discussions, conversations, negotiations and other communications regarding, or furnish to any other Person any information with respect to, or otherwise cooperate in any way with, assist or participate in, or facilitate or encourage any effort or attempt by any other Person to seek to do any of the foregoing. Seller shall, and shall cause the Malara Entities to, immediately cease and cause to be terminated all existing discussions, conversations, negotiations and other communications with any Persons conducted heretofore with respect to any of the foregoing. Seller shall not and shall cause the Malara Entities not to, without the prior written consent of Buyer, release any Person from, or waive any provision of, any confidentiality or standstill agreement to which Seller or any Malara Entity is a party. For the avoidance of doubt, nothing herein shall in any way limit Seller's actions with respect to the Other Seller Stations.

## **ARTICLE 5. JOINT COVENANTS**

Buyer and Seller hereby covenant and agree as follows:

### **5.1 Confidentiality.**

(a) Seller and Buyer (or an Affiliate of Buyer) are parties to a nondisclosure agreement (the "NDA") with respect to Seller, the Malara Entities and their stations. To the extent

not already a direct party thereto, Buyer hereby assumes the NDA and agrees to be bound by the provisions thereof applicable to its Affiliate which is a party thereto and such NDA shall remain in effect in accordance with its terms. Notwithstanding anything to the contrary contained in the NDA, Buyer's obligations under the NDA shall terminate upon the Closing.

(b) From and after the Closing for a period of two years, Seller shall and shall cause the Malara Entities to: (i) treat and hold as confidential (and not disclose or provide access to any Person to) all information, whether written or oral, relating to the Purchased Assets, the Business, Buyer or its Affiliates, including, without limitation, information in respect of regulatory compliance, programming, distribution, trade secrets, processes, product development, price, customer and supplier lists, pricing and marketing plans, policies and strategies, details of customer and consultant contracts, operations methods, product development techniques, business acquisition plans, new personnel acquisition plans with respect to the Business, (ii) in the event that Seller or the Malara Entities or any of their representatives becomes legally compelled to disclose any such information, provide Buyer with prompt written notice of such requirement so that Buyer may seek a protective order or other remedy or waive compliance with this Section 5.1(b), (iii) in the event that such protective order or other remedy is not obtained, or Buyer waives compliance with this Section 5.1(b), furnish only that portion of such confidential information which is legally required to be provided and exercise its reasonable best efforts to obtain assurances that confidential treatment will be accorded such information; provided, however, that this sentence shall not apply to any information that, at the time of disclosure, is available publicly and was not disclosed in breach of this Agreement by Seller and shall not in any way limit Seller's ability to use any such information in connection with any dispute between Buyer and Seller.

5.2 Announcements. Prior to the Closing, no party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such party is so obligated by law or any rule or regulation of any securities exchange upon which the securities of such party are listed or traded, in which case such party shall give advance notice to the other, and except that the parties shall cooperate to make a mutually agreeable announcement.

5.3 Control. Notwithstanding any other provision set forth in this Agreement, Buyer shall not, directly or indirectly, control, supervise or direct the business or operations of the Business prior to Closing. Consistent with the Communications Laws, control, supervision and direction of the operation of the Business prior to Closing shall remain the responsibility of the respective FCC Licensees as the holders of the FCC Licenses.

5.4 Risk of Loss.

(a) Seller shall bear the risk of any loss of or damage to any of the Purchased Assets at all times from the date hereof until the Effective Time.

(b) In furtherance thereof, if after the date hereof and prior to the Effective Time any Purchased Asset is lost, damaged or destroyed or otherwise not in the condition described in Section 2.6 or Section 2.7, as applicable, then (i) Seller shall promptly notify Buyer of such loss, damage or destruction of such Purchased Asset, which notice shall specify in reasonable detail the nature of such loss, damage or destruction, the cause thereof (if known or reasonably ascertainable)



and the insurance coverage, if any, available with respect to such lost, damaged or destroyed Purchased Asset, and (ii) Seller shall repair or replace such Purchased Asset, including by submitting one or more claims under any applicable insurance policy maintained by Seller with respect to such lost, damaged or destroyed Purchased Asset.

#### 5.5 Consents.

(a) The parties shall, and Seller shall cause each of its subsidiaries and the Malara Entities to, use reasonable best efforts to obtain (i) any third party consents necessary for the assignment of any Purchased Contract to Buyer (which shall not require any payment to any such third party), and (ii) estoppel certificates reasonably acceptable to Buyer from lessors under any Real Property Leases, but no such third party consents or estoppel certificates are conditions to Closing except for those with respect to the Purchased Contracts identified on Schedule 5.5(a) (the “Required Consents”) and the Additional Required Consents.

(b) To the extent that any Purchased Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such Purchased Contract; provided, however, with respect to each such Purchased Contract, Seller and Buyer shall cooperate, and shall cause any relevant Malara Entity to cooperate, to the extent feasible in effecting a lawful and commercially reasonable arrangement under which Buyer shall receive the benefits under the Purchased Contract from and after Closing, and to the extent of the benefits received, Buyer shall pay and perform Seller’s obligations arising under the Purchased Contract from and after Closing in accordance with its terms and indemnify and hold harmless Seller and its Affiliates for any costs, expenses or liabilities (including reasonable legal fees and expenses) incurred by them in connection with the enforcement of such Purchased Contract as it relates to any period after the Effective Time, and Buyer and Seller shall continue to use reasonable best efforts after Closing to obtain consents to assign such Purchased Contracts.

#### 5.6 Employee Relations. Employee relations matters are addressed in Schedule 5.6.

#### 5.7 Accounting Services; Access to and Retention of Records.

(a) During the first sixty (60) days after the Closing, Buyer shall provide to Seller at no additional cost the reasonable services of the Business’ business offices, together with reasonable access to related systems and records, for the purposes of closing the books of the Business for the period prior to the Closing, all substantially in accordance with the procedures and practices applied by Buyer’s business offices, as amended from time to time.

(b) From and after the Closing Date, Buyer shall preserve, in accordance with Buyer’s normal document retention procedures and practices, all books and records transferred by Seller to Buyer pursuant to this Agreement and shall provide Seller a reasonable opportunity to access and obtain copies, at Seller’s expense, of any such books and records. In addition to the foregoing, from and after the Closing, Buyer shall afford to Seller, and its counsel, accountants, and other authorized agents and representatives, at Seller’s expense, during normal business hours, reasonable access to the Station employees, books, records and other data relating to the Purchased Assets, or the Assumed Obligations in its possession with respect to the periods prior to the

Closing, and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required by Seller (a) to facilitate the investigation, litigation and final disposition of any claims which may have been or may be made against Seller, (b) for the preparation of Tax Returns and audits and (c) for any other reasonable and proper business purpose, provided in each case that such access does not unreasonably disrupt the business and operations of the Business or of Buyer.

5.8 Further Action. In furtherance (and not in limitation) of the provisions set forth in this Agreement, at all times prior to the Closing, Buyer and Seller shall use their respective 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; provided, however, that nothing in this Section 5.8 (or elsewhere in this Agreement) shall require either party to restructure the transaction or alter any terms of this Agreement in any manner.

5.9 Title Insurance; Survey. Buyer may obtain, at its sole option and expense, and Seller shall and shall cause each Malara Entity (as applicable) to grant Buyer access to obtain (a) updated commitments for owner's and lender's title insurance policies on the Owned Real Property and commitments for lessee's and lender's title insurance policies for all Leased Real Property (collectively the "Title Commitments"), and (b) an updated ALTA survey on each parcel of Real Property (the "Surveys"); provided, however, that Seller shall and shall cause each Malara Entity (as applicable) to provide Buyer with any existing Title Commitments and Surveys in its possession. The Title Commitments will evidence a commitment to issue an ALTA title insurance policy insuring good, marketable and indefeasible fee simple (or leasehold, if applicable) title to each parcel of the Real Property contemplated above for such amount as Buyer directs and will contain no exceptions except for Assumed Liabilities or Permitted Liens, with each of the title company's standard printed exceptions deleted at Seller's expense solely to the extent that such deletion is required under the other provisions of this Agreement. Seller shall and shall cause each Malara Entity (as applicable) to reasonably cooperate with Buyer in obtaining such Title Commitments and Surveys (including by providing customary representations and affidavits to Buyer's title company as are consistent with Seller's obligations hereunder). If the Title Commitments or Surveys reveal any Lien on the title, other than Assumed Liabilities or Permitted Liens, Buyer may notify Seller in writing of such objectionable matter as soon as Buyer determines that such matter is not an Assumed Liability or Permitted Lien or otherwise a customary title exception, and Seller shall and shall cause each Malara Entity to use commercially reasonable efforts to remove such objectionable matter as required pursuant to the terms of this Agreement. Seller shall be obligated to remedy any title defect that is of a monetary nature. To avoid being required to incur the cost of updated surveys, Seller agrees to execute, and to cause the Malara Entities to execute, a Survey Affidavit ("Survey Affidavit") attached as Exhibit I for each Owned Real Property on which a survey had been obtained by Buyer prior to the date hereof.

5.10 [Intentionally Omitted.]

5.11 Accounts Receivable.

(a) As of the Closing Date, Seller appoints Buyer as Seller's agent, without compensation but without liability except for fraud or willful misconduct, to collect the Accounts

Receivable for Seller's account. Buyer shall issue invoices (in accordance with Buyer's standard billing procedures) for time sold and provided on the Station prior to the Effective Time, and remit to Seller all amounts collected in respect of Accounts Receivable as follows: (a) on or before the twentieth (20th) day of the first (1<sup>st</sup>) calendar month after the Closing Date, Buyer shall pay all amounts collected after the Effective Time and up to the end of the prior month; and (b) on or before the twentieth (20th) day of each succeeding month, pay all amounts collected during the month prior thereto. With each remittance, Buyer shall furnish a statement of the amounts collected, the accounts from whom such amounts were collected and the invoice numbers of the invoices to which such amounts relate to the extent specified by the related debtors. Buyer shall apply all amounts it receives from or for the benefit of any Account Receivable debtor first to the Accounts Receivable of such account debtor in the order of their origination, unless the account debtor disputes such Accounts Receivable in writing or designates payment of a different Accounts Receivable in writing. Seller shall use commercially reasonable efforts to promptly answer any questions from Buyer relating to its preparation of such statement. The parties shall cooperate in good faith to answer any questions and resolve any issues raised by Seller in connection with its review of such statement. If during the Collection Period a dispute arises with regard to an account included among the Accounts Receivable, Buyer shall promptly advise Seller thereof and may (or, if requested by Seller, shall) return that account to Seller. Buyer shall not issue any credit or accommodation against any Accounts Receivable without the prior written consent of Seller.

(b) Buyer's agency to collect the Accounts Receivable shall expire as of 11:59 p.m., local Station time, on the one hundred eightieth (180th) day following the Closing Date (or, if such date is not a Business Day, then on the Business Day thereafter) (the "Collection Period"). Within fifteen (15) Business Days thereafter, Buyer shall pay to Seller all amounts collected in respect of the Accounts Receivable from the Closing Date until the date thereof not previously remitted. During such 180-day period, Buyer shall use commercially reasonable collection efforts to collect the Accounts Receivable, but shall not be required to institute any legal proceedings to collect the Accounts Receivable or to otherwise incur any cost or obligation in respect thereof other than in the ordinary course of business. Upon expiration of the agency, Buyer shall assign all Accounts Receivable that have not been collected or received to Seller for Seller's collection and the parties expressly agree that Buyer shall have no further obligation whatsoever with respect to any such assigned Accounts Receivable (except to pay Seller any additional money that Buyer receives from any account debtor with respect to any such assigned Accounts Receivable after the date of such remittance to Seller and to otherwise cooperate with Seller for the purpose of Seller's collecting any outstanding Accounts Receivable).

(c) All amounts due to Seller or Buyer under this Section 5.11 that are not paid in accordance with the provisions hereof shall bear interest until paid at a rate per annum equal to the generally prevailing prime interest rate (as reported by The Wall Street Journal). The parties acknowledge and agree that Accounts Receivable collected by Buyer for Seller pursuant to this Section 5.11 shall not be subject to a right of offset for any claim by Buyer against Seller.

(d) For six (6) months following the Closing, Seller, at its own expense, shall have the right to access and/or audit the books, records and operating practices and procedures of the Business, upon reasonable notice to Buyer and during the normal business hours of the Business, to confirm compliance by Buyer with the provisions of this Section 5.11, provided, that such access does not unreasonably disrupt the business and operations of the Business or of Buyer.

## 5.12 Cooperation.

(a) Buyer shall exercise commercially reasonable efforts to cooperate with Seller to release any Liens on the Purchased Assets (which efforts shall not require any payment by Buyer), other than Permitted Liens. Seller will make use of the proceeds from the Purchase Price for the repayment of indebtedness for borrowed money associated with any Liens on the Purchased Assets.

(b) Seller shall (at Buyer's sole cost and expense) use commercially reasonable efforts to cooperate and assist Buyer in obtaining any financing sought by Buyer in connection with the transactions contemplated hereby (a "Financing"), including using commercially reasonable efforts to make appropriate officers of Seller available to participate in informational meetings and rating agency presentations, assisting with the preparation of information packages and disclosure documents in connection with such Financing, cooperating with prospective Financing Sources (as defined below) in performing their due diligence, furnishing Buyer and the Financing Sources with financial and other pertinent information regarding the Business as may be reasonably requested by Buyer, including financial statements and financial data, and obtaining such consents, approvals, authorizations and instruments which may be reasonably requested by Buyer in connection with the Financing, including customary lien releases and instruments of termination and discharge, in each case, that are consistent with Seller's obligations hereunder; provided, that (w) nothing in this Section 5.12(b) shall require such cooperation to the extent it would require Seller to waive or amend any terms of this Agreement or agree to pay any fees or reimburse any expenses prior to the Closing for which it has not received prior reimbursement by or on behalf of Buyer (except to the extent Buyer has provided the indemnities set forth in Section 5.12(b)), (x) nothing herein shall require such cooperation from Seller to the extent it would unreasonably interfere with the ongoing operations of Seller, and (y) neither Seller nor any of its directors, officers, members, managers, employees, Affiliates or representatives shall have any liability or obligation under any certificate, agreement, arrangement, document or instrument relating to any Financing that is not contingent upon the Closing (including the entry into any agreement) or that would be effective prior to the Closing. "Financing Sources" means the actual lenders and arrangers, if any, under any Financing. Buyer shall indemnify and hold harmless Seller, its Affiliates and their respective directors, officers, members, managers, employees, Affiliates or representatives from and against any and all losses suffered or incurred by them in connection with the arrangement of any Financing (including any action taken in accordance with this Section 5.12(b)) and any information utilized in connection therewith, other than to the extent any of the foregoing arises from (i) the willful misconduct, gross negligence or material breach of its obligations by any of Seller, its Affiliates or their respective directors, officers, members, managers, employees, Affiliates or representatives or (ii) any information provided by any of Seller, its Affiliates or their respective directors, officers, members, managers, employees, Affiliates or representatives. Buyer shall, promptly upon request by Seller, reimburse Seller, as applicable, for all of their and their Affiliates' documented reasonable out-of-pocket costs and expenses incurred by Seller or its Affiliates in connection with this Section 5.12(b).

(c) Buyer shall notify the Seller if Buyer becomes aware of any fact, occurrence or event that it reasonably believes would be likely to prevent Buyer from consummating financing arrangements for the transactions contemplated hereby. Buyer shall not, and shall not permit any of its Affiliates to, without the prior written consent of the Seller, take any action or enter into any

transaction, including any merger, acquisition, joint venture, disposition, lease, contract or debt or equity financing that would reasonably be expected to materially delay or prevent the Financing or the consummation of the transactions contemplated by the Agreement. Buyer shall not amend or alter, or agree to amend or alter, any Financing in any manner that could reasonably be expected to materially delay or prevent the transactions contemplated by the Agreement without the prior written consent of the Seller.

#### 5.13 Tax Returns and Payments.

(a) All material Tax Returns, estimates, and reports with respect to the Purchased Assets or operation of the Business that are required to be filed by Seller prior to the Closing Date or relating to periods prior to the Closing Date will be timely filed when due with the appropriate taxing authorities or extension requests will have been timely filed and granted. All material Taxes pertaining to Seller's ownership of the Purchased Assets or Seller's operation of the Business prior to the Closing Date will be paid by Seller when due and payable unless protested in good faith.

(b) All transfer, documentary, sales, use, stamp, registration and other Taxes and all fees and charges (including any penalties and interest) incurred in connection with the transactions consummated pursuant to this Agreement, including with respect to the Purchased Assets conveyed by Seller (collectively, the "Transfer Taxes") will be paid one half by Buyer and one half by Seller when due; provided, however, that Seller and the Malara Entities (as applicable) shall be solely responsible for any and all income taxes incurred due to the consummation of the transactions contemplated in this Agreement. Any Tax Returns that are required to be filed in connection with Transfer Taxes will be prepared by Seller, at its own expense (except where Buyer is legally required to file any such Tax Return, in which case Buyer will prepare and file such Tax Return at its own expense). Without limiting the foregoing, Buyer and Seller will cooperate in all reasonable respects in the preparation and filing of all Tax Returns regarding Transfer Taxes and in seeking or perfecting any available exemption from Transfer Taxes.

5.14 Fulfillment of Conditions. Seller will use commercially reasonable efforts to satisfy each of the conditions for Closing of Buyer set forth in ARTICLE 7, and Buyer will use its commercially reasonable efforts to satisfy each of the conditions for Closing of Seller set forth in ARTICLE 6.

#### 5.15 Notice; Updated Schedules.

(a) From the date hereof until the Closing, each party will give prompt written notice (and in any event prior to the Closing) to the other party of any action, suit, proceeding or investigation that is instituted or threatened in writing against such notifying party to restrain, prohibit or otherwise challenge the legality or propriety of any transaction contemplated by this Agreement. Pending the Closing, Seller shall, and Seller shall cause the Malara Entities to, give Buyer prompt written notice of the occurrence of any of the following:

(i) the commencement of any proceeding before the FCC or any other Governmental Entity involving any of the FCC Licenses or which could have a Material Adverse Effect, other than proceedings or litigation of general applicability to the television broadcasting

industry that do not have a disproportionate impact on the Business or the Stations as compared with other broadcast television stations generally;

(ii) any material written labor grievance, material controversy, strike or material dispute affecting the Business or the Stations and the scheduling of any bargaining discussions with the certified bargaining unit;

(iii) any written notice received by Seller or the Malara Entities of any material breach, material default, claimed material breach or material default or termination of any contract that, if it were in effect on the Closing Date, would be a Purchased Contract;

(iv) any material written correspondence received by Seller or the Malara Entities from, or sent by Seller or to, any MVPD concerning must carry status, retransmission consent and other matters arising under the Communications Laws, including any material correspondence related to the status of negotiations with any MVPD; and

(v) the loss of carriage or change in channel position of any Station on any MVPD or the cessation of broadcasting or failure of a Station to broadcast at least 80% of its authorized power for more than forty-eight (48) consecutive hours.

(b) Without limitation of, and in compliance with, Section 4.1, Seller shall, on or prior to the Closing Date, deliver to Buyer complete and correct Schedules, including (i) Schedule 1.1(b) updated as of the Closing Date reflecting changes permitted by Section 4.1 (“Final Schedule 1.1(b)”) and (ii) Schedule 1.1(d) updated as of the Closing Date reflecting changes permitted by Section 1.1(d) and Section 4.1 (“Final Schedule 1.1(d)”).

(c) The delivery of any notice or updated Schedules pursuant to this Section 5.15 shall not cure any breach of any representation or warranty requiring disclosure of such matter or any breach of any covenant or agreement contained in this Agreement or any Ancillary Seller Agreement or Ancillary Buyer Agreement or otherwise limit or affect the rights of, or the remedies available to, the parties under this Agreement. For the avoidance of doubt, the closing conditions set forth in ARTICLE 6 and ARTICLE 7 and the indemnification provisions of ARTICLE 9 shall be read without giving effect to any written notices or updated Schedules delivered pursuant to this Section 5.15.

**5.16 Interim Reports.** Within thirty (30) days after the end of each calendar month during the period from the date hereof through the Closing, Seller shall provide to Buyer, with respect to each Station, the unaudited balance sheet as of the end of such month and the related combined unaudited statement of operations for such month ended of such Station. Within forty-five (45) days after the end of each quarter during the period from the date hereof through the Closing, Seller shall provide to Buyer, with respect to each Station, the unaudited balance sheet as of the end of such quarter and the related combined unaudited statement of operations for such quarter ended of such Station. The monthly and quarterly reports delivered pursuant to this Section 5.16 shall contain reasonably sufficient detail on a per-Station basis.

**5.17 Affiliate Arrangements.** Except as set forth on Schedule 5.17, Seller shall and shall cause the Malara Entities to take, or cause to be taken, such action as may be necessary so that, as of the Closing, none of the Purchased Assets or Assumed Obligations shall consist of agreements,

obligations or arrangements with Seller, the Malara Entities, or any their Affiliates, on the one hand, and Buyer, on the other hand, and all such agreements, obligations and arrangements shall be deemed to be, and shall be, terminated in all respects (notwithstanding anything therein relating to the survival of any provisions thereof) without any further action by the parties, excluding in each case the Multi-Station Contracts and any other agreements, obligations and arrangements between Seller, the Malara Entities, and Buyer expressly set forth or contemplated herein.

5.18 Non-Solicitation. For a period of two (2) years from the Closing Date, none of Seller, nor any of its officers, directors or employees shall, directly or indirectly, solicit for employment or hire (whether as an employee, consultant or otherwise) any employee of Buyer or its Affiliates; and Seller shall cause the Malara Entities and any of its officers, directors or employees not to, directly or indirectly, solicit for employment or hire (whether as an employee, consultant or otherwise) any employee of Buyer or its Affiliates; provided that Seller, the Malara Entities, and their officers, directors and employees shall not be precluded from soliciting or hiring, or taking any other action with respect to any such person who responds to general or public solicitation not targeted at employees of Buyer or any of its Affiliates (including by a bona fide search firm).

5.19 Mail and Other Communications. After the Closing, Seller shall and shall cause the Malara Entities to use commercially reasonable efforts to promptly remit to Buyer any checks, cash, payments, mail or other communications directed to any Seller or Malara Entity that relate to the Purchased Assets or the Business that are received by Seller or any Malara Entity after the Closing Date.

## **ARTICLE 6. SELLER CLOSING CONDITIONS**

The obligation of Seller to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Seller):

### **6.1 Representations and Covenants.**

(a) All representations and warranties of Buyer contained in this Agreement shall be true and correct as of the date of this Agreement and at and as of the Closing (other than any representation or warranty that is expressly made as of a specified date, which need be true and correct as of such specified date only), except to the extent that the failure of the representations and warranties of Buyer contained in this Agreement to be so true and correct at and as of the Closing (or in respect of any representation or warranty that is expressly made as of a specified date, as of such date only) has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect (as defined below) on the ability of Buyer to perform its obligations under the Agreement; provided, that for purposes of this Section, all materiality or similar qualifiers within such representations and warranties shall be disregarded.

(b) The covenants and agreements in this Agreement that by their terms are to be complied with and performed by Buyer at or prior to Closing shall have been complied with or performed by Buyer in all material respects.

(c) Seller shall have received a certificate dated as of the Closing Date from Buyer executed by an authorized officer of Buyer to the effect that the conditions set forth in Sections 6.1(a) and (b) have been satisfied.

6.2 Proceedings. Neither Seller nor Buyer shall be subject to any court or governmental order or injunction, which remains in effect, prohibiting or making illegal the consummation of the transactions contemplated hereby.

6.3 FCC Authorization. The FCC Consent shall have been granted and shall be in full force and effect.

6.4 Hart-Scott-Rodino. If applicable, the HSR Clearance shall have been obtained.

6.5 Deliveries. Buyer shall have complied with each of its obligations set forth in Section 8.2.

## **ARTICLE 7. BUYER CLOSING CONDITIONS**

The obligation of Buyer to consummate the Closing hereunder is subject to satisfaction, at or prior to Closing, of each of the following conditions (unless waived in writing by Buyer):

### **7.1 Representations and Covenants.**

(a) All representations and warranties of Seller contained in this Agreement shall be true and correct as of the date of this Agreement and at and as of the Closing (other than any representation or warranty that is expressly made as of a specified date, which need be true and correct as of such specified date only), except to the extent that the failure of the representations and warranties of Seller contained in this Agreement to be so true and correct at and as of the Closing (or in respect of any representation or warranty that is expressly made as of a specified date, as of such date only) has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Business; provided, that for purposes of this Section, all materiality or similar qualifiers within such representations and warranties shall be disregarded.

(b) The covenants and agreements in this Agreement that by their terms are to be complied with and performed by Seller or the Malara Entities at or prior to Closing shall have been complied with or performed by Seller or the Malara Entities (as applicable) in all material respects.

(c) Buyer shall have received a certificate dated as of the Closing Date from Seller executed by an authorized officer or member of Seller to the effect that the conditions set forth in Sections 7.1(a) and (b) have been satisfied.

7.2 Proceedings. None of Seller, the Malara Entities or Buyer shall be subject to any court or governmental order or injunction, which remains in effect, prohibiting or making illegal the consummation of the transactions contemplated hereby.



7.3 FCC Authorization. The FCC Consent and all necessary waivers shall have been granted and shall be in full force and effect and shall have become a Final Order. For the avoidance of doubt, the FCC Consent shall include the waivers described in Section 1.10(a)(i) and (ii) above.

7.4 Hart-Scott-Rodino. If applicable, the HSR Clearance shall have been obtained.

7.5 Deliveries. Seller and the Malara Entities (as applicable) shall have complied with each of the obligations set forth in Section 8.1.

7.6 Consents. The Required Consents (in form and substance reasonably acceptable to Buyer) shall have been obtained.

7.7 No Material Adverse Effect. Since the date of this Agreement, there shall not have occurred a Material Adverse Effect on the Purchased Assets or Business. For purposes of this Agreement, “Material Adverse Effect” means any event, state of facts, circumstance, development, change, effect or occurrence (an “Effect”) that, individually or in the aggregate with any other Effect, has had or would reasonably be expected to have a materially adverse effect on the business, properties, assets, financial condition or results of operations of the Business, taken as a whole, or on the ability of Seller or the Malara Entities to perform in all material respects their obligations under the Agreement, other than any Effect arising out of or resulting from (a) any Effect affecting the economy of the United States generally, including changes in the United States or foreign credit, debt, capital or financial markets (including changes in interest or exchange rates) or the economy of any town, city, region or country in which the Stations conduct business, only to the extent that the Effect thereof are not disproportionately adverse to or on the Stations, Purchased Assets, or the Business, (b) general changes or developments in the broadcast television industry to the extent that the Effect thereof are not disproportionately adverse to or on the Stations, Purchased Assets, or the Business, (c) the execution and delivery of this Agreement, the announcement of this Agreement and the transactions contemplated hereby, the consummation of the transactions contemplated hereby, the compliance with the terms of this Agreement or the taking of any action required by this Agreement or consented to in writing by Buyer, (d) earthquakes, hurricanes, tornadoes, natural disasters or global, national or regional political conditions, including hostilities, military actions, political instability, acts of terrorism or war or any escalation or material worsening of any such hostilities, military actions, political instability, acts of terrorism or war existing or underway as of the date hereof (other than any of the foregoing that causes any damage or destruction to or renders unusable any material Purchased Assets), only to the extent that the Effect thereof is not disproportionately adverse to or on the Stations, Purchased Assets, or the Business, (e) any failure, in and of itself, by Seller or any Station to meet any internal or published projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement (it being understood that the underlying facts or occurrences giving rise to such failure may be deemed to constitute, or be taken into account in determining whether there has been or will be a Material Adverse Effect), (f) any Effect that results from any action taken at the express prior written request of Buyer or with Buyer’s written prior consent, (g) any Effect that Buyer is aware of that constitutes a Material Adverse Effect as of the date hereof, (h) changes in law, regulations or GAAP or any interpretation thereof only to the extent that the Effect thereof is not disproportionally adverse to or on the Stations, Purchased Assets, or the Business, or (i) any breach by Buyer of its obligations under this Agreement.

7.8 Malara Sale. The Malara Entities shall have confirmed and agreed in writing that they are ready, willing and able to consummate the sale of the Malara Purchased Assets in accordance with the Option Agreement and the Option Exercise Agreement.

7.9 Real Property Title. Solely to the extent Buyer elects to obtain Title Commitments, the Title Commitments to the extent obtained by Buyer under Section 5.9 shall evidence good, marketable, and indefeasible fee simple (or leasehold, if applicable) title to each parcel of Real Property except for Permitted Liens and the Assumed Obligations.

7.10 Additional Required Consents. The additional third party consents set forth on Schedule 7.10 (such consents, the “Additional Required Consents”) shall have been obtained.

## **ARTICLE 8. CLOSING DELIVERIES**

8.1 Seller Documents. At Closing, Seller shall deliver or cause to be delivered to Buyer:

- (a) good standing certificates issued by the Secretary of State of Seller’s jurisdiction of formation and each of the jurisdictions in which Seller is required by law to be qualified as a result of its ownership of any Purchased Asset or operation of the Business;
- (b) certified copies of all corporate, limited liability company or other resolutions necessary to authorize the execution, delivery and performance of this Agreement and the Option Exercise Agreement, including the consummation of the transactions contemplated hereby;
- (c) the certificate described in Section 7.1(c);
- (d) assignments of FCC authorizations assigning the FCC Licenses from Seller to Buyer in substantially the forms attached hereto as Exhibit B, duly executed by Seller and the Malara Entities;
- (e) assignments and assumptions of contracts assigning the Purchased Contracts from Seller or the Malara Entities, as applicable, to Buyer in substantially the forms attached hereto as Exhibit C, duly executed by Seller and the Malara Entities;
- (f) assignments and assumptions of leases assigning the Real Property Leases from Seller or the Malara Entities, as applicable, to Buyer in substantially the forms attached hereto as Exhibit D, duly executed by Seller and the Malara Entities;
- (g) limited or special (but not general) warranty deeds (as customary in the applicable jurisdiction and subject to Permitted Liens) conveying the Owned Real Property from Seller or the Malara Entities, as applicable, to Buyer in forms reasonably acceptable to Seller and Buyer, duly executed by Seller and the Malara Entities;
- (h) intellectual property assignments duly executed by the Seller and the applicable Malara Entities assigning the Intangible Property listed on Schedule 1.1(e) to Buyer, in

substantially the forms attached hereto as Exhibit E, duly executed by Seller and the Malara Entities;

(i) domain name transfers duly executed by the Seller and the applicable Malara Entities assigning the Business' domain names included in the Intangible Property, including the domain names listed on Schedule 1.1(e) (if any), to Buyer;

(j) a general bill of sale conveying the other Purchased Assets from Seller or the Malara Entities, as applicable, to Buyer in substantially the forms attached hereto as Exhibit F, duly executed by Seller and the Malara Entities;

(k) an affidavit of non-foreign status of each of Seller and the Malara Entities that complies with Section 1445 of the Code in substantially the form attached hereto as Exhibit G, duly executed by Seller and the Malara Entities;

(l) the Indemnity Escrow Agreement, duly executed by Seller;

(m) joint written instructions of Granite and Quincy to the Escrow Agent instructing the Escrow Agent to retain the Deposit Escrow Fund to the Indemnity Escrow and to disburse all Earnings thereon to Quincy;

(n) evidence sufficient to Buyer, in its reasonable discretion, that Seller entity WEEK-TV License, Inc. has changed its corporate name with the Secretary of State of Illinois in such a manner that will permit Buyer, before Closing, to register the corporate name "WEEK Television, Inc." with the Secretary of State of Illinois;

(o) (i) with respect to the Liens securing Seller's secured credit facilities, (x) a letter from the appropriate agent thereunder acknowledging that, upon receipt of the amount required to be prepaid as a result of the transactions contemplated by this Agreement, the Liens securing the Purchased Assets will be released; and (y) a form of UCC-3 financing statement to be filed in Seller's jurisdiction of organization following receipt by such agent of such amount; and (ii) forms of documentation reasonably acceptable to both parties effectuating the release of all other Liens on the Purchased Assets, if any; and

(p) documents reasonably required by Buyer's title company or the relevant County to record the deeds for the Owned Real Property or that such parties may reasonably request in furtherance of the transactions contemplated hereby, including any documents reasonably necessary to vest, evidence or confirm title of the Purchased Assets in Buyer in accordance with the terms of this Agreement.

8.2 Buyer Documents. At Closing, Buyer shall deliver or cause to be delivered to Seller:

(a) the Purchase Price in accordance with Section 1.4 hereof;

(b) a good standing certificate issued by the Secretary of State of Buyer's jurisdiction of formation;

(c) certified copies of all corporate or other resolutions necessary to authorize the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby;

(d) the certificate described in Section 6.1(c);

(e) assignments of FCC authorizations assigning the FCC Licenses from Seller and the Malara Entities, as applicable, to Buyer in substantially the forms attached hereto as Exhibit B, duly executed by Buyer;

(f) assignments and assumptions of contracts assuming the Purchased Contracts in substantially the form attached hereto as Exhibit C, duly executed by Buyer;

(g) assignments and assumptions of leases assuming the Real Property Leases in substantially the form attached hereto as Exhibit D, duly executed by Buyer;

(h) the Indemnity Escrow Agreement, duly executed by Buyer; and

(i) joint written instructions of Granite and Quincy to the Escrow Agent instructing the Escrow Agent to retain the Deposit Escrow Fund to the Indemnity Escrow and to disburse all Earnings thereon to Quincy.

## **ARTICLE 9. SURVIVAL; INDEMNIFICATION**

9.1 Survival. The representations, warranties and covenants in this Agreement and any agreements required to be performed prior to the Closing, including the Seller Ancillary Agreements and the Buyer Ancillary Agreements, or in the certificate delivered pursuant to Section 8.1(c), shall survive the Closing and will remain in full force and effect until the date that is fifteen (15) months after the Closing Date, at which time they will terminate (and no claims with respect to such representations, warranties and covenants (or in such certificates, to the extent they relate to such representations, warranties and covenants) shall be made by any Person for indemnification thereafter); provided, that claims for fraud with scienter shall not be subject to such limitations; provided, further, such covenants and agreements of the parties hereto shall survive until they are fully performed or, if earlier, until the expiration thereof set forth in the terms of such covenant and agreement (except that no claims with respect to such covenants and agreements shall be made by any Person after the date that is fifteen (15) months after the Closing Date). Notwithstanding the foregoing, any claim made by the party seeking to be indemnified within the time periods set forth in this Section 9.1 shall survive until such claim is finally resolved.

### 9.2 Indemnification.

(a) From and after Closing, Seller, jointly and severally, shall defend, indemnify and hold harmless Buyer, its Affiliates, and their respective employees, officers, directors, representatives and agents and all of their successors and assigns (the “Buyer Indemnified Parties”) from and against any and all losses, costs, damages, taxes, liabilities, penalties, judgments, awards, and expenses, including reasonable attorneys’ fees and expenses (collectively, “Damages”) incurred by any of the Buyer Indemnified Parties, whether or not

resulting from third party claims, arising out of or resulting from:

(i) any breach or inaccuracy of any representations or warranties made by Seller under this Agreement or in the certificate delivered pursuant to Section 8.1(c) (in each case, without giving effect to any materiality or Material Adverse Effect qualifiers, except in the case of the representations and warranties set forth in the first sentence of Section 2.16);

(ii) any default or breach by Seller of any covenant or agreement made in this Agreement;

(iii) the Excluded Assets and the Retained Obligations; and/or

(iv) the ownership, business or operation of the Business before the Effective Time.

(b) Notwithstanding the foregoing or anything else herein to the contrary, after Closing, (i) Seller shall have no liability to Buyer under Section 9.2(a)(i) unless the aggregate amount of the Damages exceed Four Hundred Eighty-Six Thousand Dollars (\$486,000.00) (the “Threshold”) after which Seller will be liable for all Damages under Section 9.2(a)(i) without giving effect to the Threshold, (ii) the maximum aggregate liability of Seller under Section 9.2(a)(i) shall be an amount equal to Seventeen Million Three Hundred Eighty Thousand Dollars (\$17,380,000.00) (in either case, and as adjusted pursuant to Section 9.2(c), the “Cap”), it being understood that, subject to the proviso contained in this Section 9.2(a)(i), the Buyer Indemnified Parties shall not be entitled to collect any Damages under Section 9.2(a)(i) from Seller or its Affiliates in excess of the Cap and none of Seller or its Affiliates shall have any liability for any Damages under Section 9.2(a)(i) in excess of the Cap, and (iii) Seller shall have no liability to Buyer under Section 9.2(a)(i) for any claims arising out of or relating to any circumstances occurring after the expiration of the applicable Survival Period; provided, however, that (x) claims for fraud shall not be subject to the Threshold or the Cap and (y) claims for any Damages incurred by the Buyer Indemnified Parties arising out of or resulting from the breach or inaccuracy of any of the representations and warranties made by Seller in Section 2.1 (Organization), Section 2.2 (Authority), Section 2.3 (No Conflicts), Section 2.4 (FCC Licenses), Section 2.5 (Taxes), the second sentence of Section 2.6(a) (Tangible Personal Property), the second sentence of Section 2.7(a) (Real Property), Section 2.9 (Environmental), Section 2.11 (Employees; Labor Matters), the first sentence of Section 2.17 (Purchased Assets) and Section 2.18 (No Brokers) shall not be subject to the Threshold.

(c) On and as of the date that is six (6) months following the Closing Date, the Cap shall be reduced to an amount equal to (x) Eight Million Six Hundred Ninety Thousand Dollars (\$8,690,000.00) plus (y) the sum of the amount of all unpaid Closing Date Adjustments, if any, payable by Seller pursuant to Section 1.7 plus (z) the amount of any claims by the Buyer Indemnified for indemnification under this Agreement outstanding and unpaid as of such date, if any, pursuant to the terms and subject to the conditions set forth in this Agreement. On the date that is fifteen (15) months following the Closing Date, the Cap shall be reduced to the amount of any claims by the Buyer Indemnified Parties for indemnification under this Agreement outstanding and unpaid as of such date, if any, pursuant to the terms and subject to the conditions set forth in this Agreement.

(d) From and after Closing, Buyer shall defend, indemnify and hold harmless Seller, its Affiliates, and their respective employees, officers, directors, representatives and agents and all of their successors and assigns (the “Seller Indemnified Parties”) from and against any and all Damages incurred by any of the Seller Indemnified Parties, whether or not resulting from third party claims, arising out of or resulting from:

(i) any breach or inaccuracy of any representations and warranties made by Buyer under this Agreement or in the certificate delivered pursuant to Section 8.2(d) (in each case, without giving effect to any materiality or Material Adverse Effect qualifiers);

(ii) any default or breach by Buyer of any covenant or agreement made in this Agreement;

(iii) the Assumed Obligations and Transfer Taxes that Buyer is responsible for pursuant to Section 11.1; and

(iv) the ownership, business or operation of the Business after the Effective Time (other than in respect of the Retained Obligations).

### 9.3 Procedures with Respect to Third Party Claims.

(a) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by third parties that is subject to indemnification hereunder (a “Claim”), but a failure to give such notice or delaying such notice shall not affect the indemnified party’s rights or the indemnifying party’s obligations except to the extent the indemnifying party’s ability to remedy, contest, defend or settle with respect to such Claim is thereby materially prejudiced and provided that, where applicable, such notice is given within the time period described in Section 9.1.

(b) The indemnifying party shall have the right to undertake the defense or opposition to such Claim (at the indemnifying party’s expense) with counsel selected by it so long as (i) the indemnifying party gives written notice to the indemnified party within fifteen (15) days after it has been notified of the Claim that it will defend the indemnified party against such Claim and the indemnifying party acknowledges its obligation to indemnify the indemnified party for Damages related to such Claim, (ii) the Claim involves only money damages and does not seek an injunction or other equitable relief against the indemnified party, (iii) the indemnified party has not been advised in writing by outside counsel that a legal conflict exists between the indemnified party and the indemnifying party in connection with conducting the defense of the Claim, (iv) the Claim does not relate to or otherwise arise in connection with any criminal or regulatory enforcement action, and (v) the indemnifying party conducts the defense of the Claim in good faith. In the event that the indemnifying party does not, within fifteen (15) days of its receipt of notice of a Claim pursuant to clause (i) above of this Section 9.3(b), elect to undertake such defense or opposition, the indemnified party may undertake the defense, opposition, compromise or settlement of such Claim with counsel selected by it at the indemnifying party’s cost. If the indemnified party defends any Claim pursuant to the preceding sentence or pursuant to clauses (ii) – (v) above of this Section 9.3(b), then the indemnifying party shall promptly reimburse the applicable indemnified party for the reasonable costs and expenses of defending such Claim upon

submission of periodic bills.

(c) Anything herein to the contrary notwithstanding:

(i) the indemnified party shall have the right, at its own cost and expense, to participate in the defense, opposition, compromise or settlement of the Claim;

(ii) the indemnifying party shall not, without the indemnified party's written consent, settle or compromise any Claim or consent to entry of any judgment which settlement, compromise or judgment (x) by its terms does not obligate the indemnifying party (or its Affiliates) to pay the full amount of any Damages in connection with such Claim, (y) requires any payment or other action by, or limitation on, any indemnified party or (z) does not include the giving by the claimant to the indemnified party of a full release from all liability in respect of such Claim; and

(iii) in the event that the indemnifying party undertakes the defense of or opposition to any Claim pursuant to Section 9.3(b), the indemnified party, by counsel or other representative of its own choosing and at its sole cost and expense, shall have the right to consult with the indemnifying party and its counsel concerning such Claim and the indemnifying party and the indemnified party and their respective counsel shall cooperate in good faith with respect to such Claim.

9.4 No Special Damages; Mitigation. No indemnifying party shall be liable to any indemnified party for special, indirect, consequential, punitive or exemplary damages, lost profits, or any damage calculated on the basis of a multiple of earnings, profits or similar measure, in each case unless and to the extent such damages are payable to a third party. Each party agrees to exercise its commercially reasonable efforts to mitigate any Damages in respect of any pending or threatened Claim.

9.5 Offset. The amount of any Damages indemnifiable by any indemnifying party to any indemnified party pursuant to this Article 9 will be reduced to reflect any amount actually recovered or recoverable by the indemnified party under the indemnified party's insurance policies or otherwise with respect to such Damages (less any increase in premiums related thereto).

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

9.7 Exclusive Remedies. Buyer and Seller acknowledge and agree that, if the Closing occurs, the indemnification provisions of this ARTICLE 9 shall be the sole and exclusive remedies of Buyer and Seller for any breach of the representations or warranties or nonperformance of or default under any covenants or agreements of Buyer or Seller contained in this Agreement or any Buyer Ancillary Agreements or Seller Ancillary Agreements, and neither party shall have any liability to the other party under any circumstances for special, indirect, consequential, punitive or exemplary damages, or lost profits, or any damage calculated on the basis of a multiple of earnings, profits or similar measure, unless and to the extent such damages are payable to a third party; provided, however, that nothing contained in this Agreement shall relieve or limit the liability of

any party from any liability or Damages arising out of or resulting from such party's fraud with scienter in connection with the transactions contemplated in this Agreement, the Seller Ancillary Agreements or the Buyer Ancillary Agreements. In furtherance of the foregoing, each of Buyer and Seller hereby waive, to the fullest extent permitted under applicable law, except in the case of fraud with scienter, any and all rights, claims and causes of action it may have against the other arising under or based upon any federal, state or local law, rule or regulation (including any such rights, claims or causes of action arising under or based upon common law, tort or otherwise and relating to this Agreement, any Seller Ancillary Document or any Buyer Ancillary Document (including any certificate delivered pursuant to Section 6.1(c) or Section 7.1(c)) or the transactions contemplated hereby) other than any rights, claims or actions arising under this Article 9.

9.8 Effect of Investigation. The right to indemnification or any other remedy based on representations, warranties, covenants and agreements in this Agreement, any Seller Ancillary Agreement or Buyer Ancillary Agreement shall not be affected by any investigation conducted at any time, or any knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or agreement.

## **ARTICLE 10. TERMINATION AND REMEDIES**

10.1 Termination. This Agreement may be terminated prior to Closing as follows:

- (a) by mutual written agreement of Buyer and Seller;
- (b) by written notice of Buyer to Seller if (i) Buyer is not in material breach of its representations, warranties or covenants under this Agreement, (ii) Seller breaches its representations or warranties, or defaults in the performance of its covenants, contained in this Agreement and (iii) all such Seller breaches and defaults that are not cured within the Cure Period (as defined in Section 10.2) would prevent any of the conditions to the obligations of Buyer set forth in ARTICLE 7 from being satisfied;
- (c) by written notice of Seller to Buyer if (i) Seller is not in material breach of its representations, warranties or covenants under this Agreement, (ii) Buyer breaches its representations or warranties, or defaults in the performance of its covenants, contained in this Agreement and (iii) all such Buyer breaches and defaults that are not cured within the Cure Period would prevent the conditions to the obligations of Seller set forth in ARTICLE 6 from being satisfied; provided, however, that no Cure Period shall apply to Buyer's obligations to pay the Escrow Deposit Fund on the date hereof and to Buyer's obligations to pay the Purchase Price at Closing;
- (d) by written notice of Buyer to Seller, or by Seller to Buyer, if the Closing does not occur by the date that is six (6) months after the date of this Agreement (such date, the "Outside Date"), unless the Closing has not occurred by such date as a result of a material breach of this Agreement by the party providing such notice of termination;



(e) pursuant to Section 5.10(c) or Section 5.10(d);

(f) by Buyer or Seller in the event that (i) there shall be any law that makes consummation of the transactions contemplated by this Agreement illegal or (ii) any Governmental Entity shall have issued an order restraining or enjoining the transactions contemplated by this Agreement, and such order shall have become final and non-appealable; or

(g) by written notice of Buyer to Seller if the parties are unable to secure all Additional Required Consents by the Outside Date.

**10.2 Cure Period.** Prior to the Closing, each party shall give the other party prompt written notice upon learning of any breach or default by the other party under this Agreement, and such notice shall specify the breach. The term “Cure Period” as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) calendar days thereafter or (ii) five (5) business days after the day otherwise scheduled for Closing; provided, however, that, in the case of clause (i) above, if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the date that is five (5) business days after the scheduled Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the date that is five (5) business days after the scheduled Closing Date.

**10.3 Termination and Survival.** Subject to Section 10.4 and Section 10.5, in the event of a termination of this Agreement by either Seller or Buyer as provided in Section 10.1, this Agreement shall forthwith become null and void and, subject to Section 10.5, there shall be no liability or obligation on the part of Seller, Buyer or their respective directors, officers, employees, incorporators, members, partners, equityholders, Affiliates, agents, attorneys or representatives; provided that the provisions of this Section 10.3 and Section 5.1 (Confidentiality), Section 5.12(b) (Cooperation), Section 10.5 (Liquidated Damages), Section 10.6 (Return of Escrow Deposit), Section 11.1 (Expenses), Section 11.6 (Entire Agreement), Section 11.9 (Governing Law; Consent to Jurisdiction; Waiver of Jury Trial), Section 11.11 (Neutral Construction), Section 11.13 (Counterparts; Delivery by Facsimile/Email), Section 11.14 (Interpretation) and Section 11.17 (Non-Recourse) shall remain in full force and effect and survive any termination of this Agreement; provided, however, that, subject to Section 10.5, any such termination shall not relieve any party of any liability for any breach or default that occurred prior to such termination.

**10.4 Specific Performance.** Subject to Sections 10.5 and 1.9, the parties hereto acknowledge and agree that the parties hereto would be irreparably damaged if any of the provisions of this Agreement are not performed in accordance with their specific terms or are otherwise breached and that any non-performance or breach of this Agreement by any party hereto could not be adequately compensated by monetary damages alone and that the parties hereto would not have any adequate remedy at law. Accordingly, in addition to any other right or remedy to which any party hereto may be entitled, at law or in equity (including monetary damages), subject to Sections 10.5 and 1.9, prior to the termination of this Agreement pursuant to Section 10.1, such party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary and permanent injunctive relief, subject to obtaining any required Governmental Consents, to prevent breaches or threatened breaches of any of the

provisions of this Agreement without posting any bond or other undertaking. Without limiting the generality of the foregoing, the parties hereto agree that, the party seeking specific performance shall be entitled to enforce specifically (a) a party's obligations under Section 1.10; and (b) a party's obligation to consummate the transactions contemplated by this Agreement (including the obligation to consummate the Closing and to pay the Purchase Price, if applicable), if the conditions set forth in ARTICLE 6 or ARTICLE 7, as applicable, have been satisfied (other than those conditions that by their nature are to be satisfied at the Closing) or waived.

**10.5 Liquidated Damages.** If Seller terminates this Agreement pursuant to Section 10.1(c) (only in a situation where (a) all of the conditions set forth in ARTICLE 6 and ARTICLE 7 (other than those conditions that (i) by their nature would be satisfied at the Closing by actions that Seller has indicated in writing to Buyer that Seller is willing and able to take or (ii) are unsatisfied as a result of Buyer's breach of its obligations under this Agreement and the failure of such breach to be cured within the Cure Period, if applicable, and to the extent provided herein) have been satisfied or waived), then the Escrow Deposit Fund shall be paid to Seller (or Seller's designee) pursuant to the terms of this Agreement and the Escrow Agreement, and such payment shall constitute liquidated damages. Buyer acknowledges and agrees that the recovery of the Escrow Deposit Fund as set forth herein shall constitute payment of liquidated damages and not a penalty and that such liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by Buyer's material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder. Seller acknowledges and agrees that, notwithstanding anything to the contrary herein, if it terminates this Agreement pursuant to Section 10.1, or in any other event prior to the occurrence of the Closing, Seller's sole and exclusive remedy hereunder shall be the right (if any) to seek payment from the Escrow Deposit Fund pursuant to this Section 10.5. Except in the case of fraud with scienter, in no event shall any party be liable for punitive damages.

**10.6 Return of Escrow Deposit.** In all cases other than a termination of this Agreement by Seller as described in Section 10.5, which shall result in the payment of the Escrow Deposit Fund to Seller (or Seller's designee) in accordance with Section 10.5 hereof, the Escrow Deposit Fund shall be released to Quincy upon a termination of this Agreement in accordance with its terms.

## **ARTICLE 11. MISCELLANEOUS**

**11.1 Expenses.** Except as may be otherwise specified herein, each party shall be solely responsible for all costs and expenses incurred by it in connection with the negotiation, preparation and performance of and compliance with the terms of this Agreement, the Seller Ancillary Agreements and the Buyer Ancillary Agreements. If more than one HSR Act filing is necessary because a party has more than one ultimate parent entity, then such party shall pay the HSR Act filing fees for any additional filings. Buyer shall pay one-half (1/2) and Seller shall pay one-half (1/2) of all governmental Taxes, fees and charges applicable to the transfer of the Purchased Assets under this Agreement (including sales, use and real property transfer taxes and the costs of recording or filing all applicable conveyance instruments) (collectively, "Transfer Taxes"); provided, however, that Seller and the Malara Entities (as applicable) shall be solely responsible

for any and all income taxes incurred due to the consummation of the transactions contemplated in this Agreement. The parties will cooperate in the preparation, execution and filing of all Tax Returns regarding Transfer Taxes and in seeking or perfecting any available exemption from Transfer Taxes. Each party is responsible for any commission, brokerage fee, advisory fee or other similar payment that arises as a result of any agreement or action of it or any Person acting on its behalf in connection with this Agreement or the transactions contemplated hereby. In the event of any litigation regarding or arising from this Agreement prior to the Closing, the prevailing party as determined by a court of competent jurisdiction in a final non-appealable judgment shall be entitled to recover its reasonable costs and expenses (including attorneys' fees and expenses) incurred therein or in the enforcement or collection of any judgment or award rendered therein.

11.2 Further Assurances. After Closing, each party shall from time to time, at the request of and without further cost or expense to the other, execute and deliver such other instruments of conveyance and assumption and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

11.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided, however, that (a) Buyer may by written notice to, but without consent of, Seller, assign its rights and obligations hereunder to an Affiliate of Buyer, provided that any such assignment does not materially delay the processing of the FCC Application, the grant of the FCC Consent, the HSR Clearance or the Closing; provided, that Buyer shall remain liable for all of its obligations hereunder (including those assigned to such assignee); and (b) Buyer may collaterally assign any or all of its rights and obligations hereunder to any provider of debt financing to it to the extent permitted by the Communications Laws. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and any permitted assigns, and no assignment shall relieve any party of any obligation or liability under this Agreement.

11.4 Notices. Any notice pursuant to this Agreement shall be in writing and shall be deemed delivered on the date of personal delivery or confirmed facsimile transmission or confirmed delivery by a nationally recognized overnight courier service, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Seller:

Peter Markham  
Chairman and CEO  
Granite Broadcasting Corporation  
767 Third Avenue – 34th Floor  
New York, New York 10017  
Facsimile No.:

and:

c/o Silver Point Capital, L.P.  
2 Greenwich Plaza  
Greenwich, CT 06830  
Attention: David Reganato and Anthony DiNello

Facsimile No.: 203-542-4133 and 203-542-4312

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

Cooley LLP  
1299 Pennsylvania Avenue, NW Suite 700  
Washington, DC 20004  
Attn: John R. Feore  
Telephone: 202-776-2045  
Fax: (202) 842-7899

if to Buyer:

Ralph M. Oakley  
Quincy Newspapers, Inc.  
P.O. Box 909  
Quincy, IL 62306  
Facsimile No.: (217) 221-3402

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

Scholz, Loos, Palmer, Siebers & Duesterhaus LLP  
625 Vermont Street  
Quincy, IL 62301  
Attention: Steven E. Siebers  
Facsimile No.: (217) 223-3450

and:

Brooks Pierce  
1600 Wells Fargo Capitol Center  
150 Fayetteville Street  
Raleigh, NC 27601  
Attention: Mark J. Prak  
Facsimile No.: (919) 839-0304

11.5 Amendments; Waiver. No amendment or waiver of compliance with any provision hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed, in the case of an amendment, by Buyer and Seller, or in the case of a waiver or consent, by the party against whom the waiver or consent is to be effective. No waiver by any party of any breach or violation of, default under or inaccuracy in any representation, warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent breach or violation of, default under, or inaccuracy in, any such representation, warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right,

power or remedy under this Agreement will operate as a waiver thereof. Notwithstanding anything to the contrary in the foregoing, no FS Provision may be amended or waived without the consent of the Financing Sources.

11.6 Entire Agreement. The Schedules and Exhibits hereto are hereby incorporated into this Agreement. This Agreement, together with any other agreement executed on the date hereof in connection herewith, constitutes the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings with respect to the subject matter hereof, except the NDA, which shall remain in full force and effect, in accordance with its terms, subject to Section 5.1. No party makes any representation or warranty with respect to the transactions contemplated by this Agreement except as expressly set forth in this Agreement, any certificate delivered pursuant hereto or any of the Buyer Ancillary Agreements or Seller Ancillary Agreements.

11.7 Severability. If any Governmental Entity holds any provision in this Agreement invalid, illegal or unenforceable as applied to any party or to any circumstance under any applicable law, then, so long as no party is deprived of the benefits of this Agreement in any material respect, (a) such provision, as applied to such party or such circumstance, is hereby deemed modified to give effect to the original written intent of the parties to the greatest extent consistent with being valid and enforceable under applicable law, (b) the application of such provision to any other party or to any other circumstance will not be affected or impaired thereby and (c) the validity, legality and enforceability of the remaining provisions of this Agreement will remain in full force and effect.

11.8 Third Party Beneficiaries; No Recourse to Financing Sources.

(a) Except for the Buyer Indemnified Parties and the Seller Indemnified Parties, nothing in this Agreement expressed or implied is intended or shall be construed to give any rights to any Person other than the parties hereto and their successors and permitted assigns. Notwithstanding the foregoing, the Financing Sources shall be an express third-party beneficiary with respect to Section 11.8 and Section 11.9 and any limitations on Buyer's liabilities pursuant to Article 9 (the "FS Provisions").

(b) Subject to the rights of Buyer and/or its Affiliates under the terms of any agreement with any Financing Source relating to the Financing, none of the parties hereto, nor any of their respective Affiliates, solely in their respective capacities as parties to this Agreement, shall have any rights or claims (whether at law or equity, in contract, in tort or otherwise) against any Financing Source or any Affiliate thereof, solely in their respective capacities as lenders or arrangers in connection with the Financing, and the Financing Sources, solely in their respective capacities as lenders or arrangers, shall not have any rights or claims against any party hereto or any related person thereof, in connection with this Agreement or the Financing, whether at law or equity, in contract, in tort or otherwise, except for any rights or claims of the Financing Sources with respect to the Buyer pursuant to the terms of the Financing.

11.9 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial; Waiver of Claims Under Prior Agreement.

(a) This Agreement and the negotiation, execution, performance or nonperformance, interpretation, termination, construction and all matters based upon, arising out of or related to this Agreement, whether arising in law or in equity (collectively, the “Covered Matters”), and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to the Covered Matters, except for documents, agreements and instruments that specify otherwise, shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof. All recording matters relating to the conveyance of each parcel of Owned Real Property will be conducted in conformity with the applicable requirements of local law governing the location of such parcel.

(b) All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York, and the parties hereto hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The consents to jurisdiction set forth in this Section 11.9 shall not constitute general consents to service of process in the State of New York and shall have no effect for any purpose except as provided in this Section 11.9 and shall not be deemed to confer rights on any third party. The parties hereto agree that a final judgment in any such Action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

(c) BUYER AND SELLER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF BUYER OR SELLER IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

(d) Without limiting the terms of Section 11.8(b), each of the parties hereto agrees that it will not bring or support any Action (whether at law, in equity, in contract, in tort or otherwise) against the Financing Sources or any other Persons that have committed to provide or otherwise entered into agreements in connection with the Financing or other financings in connection with the transactions contemplated hereby in any way relating to this Agreement or any of the transactions contemplated by this Agreement in any forum other than the Supreme Court of the State of New York, County of New York, or, if under applicable law exclusive jurisdiction is vested in the federal courts, the United States District Court for the Southern District of New York (and appellate courts thereof). The provisions of this Section 11.9(d) shall be enforceable by each Financing Source, its Affiliates and their respective successors and permitted assigns.

11.10 2014 Agreement. In consideration of the mutual covenants contained herein, each party hereby irrevocably and unconditionally waives, releases, acquits, and forever discharges the other, and their respective owners, directors, officers, agents, employees, representatives, and attorneys, from all claims, liabilities, obligations, damages, and actions, including attorneys’ fees and costs incurred, whether asserted, unasserted, or threatened, which such party may have had, now has, or may ever have had, in connection with, relating to, or arising out of the 2014 Agreement.

11.11 Neutral Construction. Buyer and Seller agree that this Agreement was negotiated at arms-length and that the final terms hereof are the product of the parties' negotiations. This Agreement shall be deemed to have been jointly and equally drafted by Buyer and Seller, and the provisions hereof should not be construed against a party on the grounds that the party drafted or was more responsible for drafting the provision.

11.12 Cooperation. After Closing, each party shall cooperate with the other if reasonably necessary in the investigation, defense or prosecution of any third party Action which is pending or threatened against either party or its Affiliates with respect to the Business or the Purchased Assets, whether or not any party has notified the other of a claim for indemnity with respect to such matter.

11.13 Counterparts; Delivery by Facsimile/Email. This Agreement may be executed in separate counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by facsimile transmission or electronic mail in pdf form, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or email as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

11.14 Interpretation. Article titles and section headings herein are for convenience of reference only and are not intended to affect the meaning or interpretation of this Agreement. The Schedules hereto shall be construed with and as an integral part of this Agreement to the same extent as if set forth verbatim herein. Where the context so requires or permits, the use of the singular form includes the plural, and the use of the plural form includes the singular. Without limiting the generality of the foregoing, it is hereby acknowledged and agreed that (a) the terms "Seller" or "Sellers" shall include and mean, as applicable, any and each applicable Seller or Sellers individually, interchangeably and collectively, not just Sellers collectively or as a group; for the avoidance of doubt, the representations, warranties, covenants and agreements made by "Seller" in this Agreement shall be deemed to have been made by each Seller and on a joint and several basis with each other Seller, (b) the term "Station" or "Stations" shall include and mean, as applicable, any and each applicable Station or Stations individually, interchangeably and collectively, not just the Stations collectively or as a group, and (c) with respect to any and all covenants and agreements of Seller in this Agreement, any such covenant or agreement shall be deemed to include Seller's obligation to cause the Malara Entities to perform such covenants and agreements, as applicable. When used in this Agreement, unless the context clearly requires otherwise, (i) words such as "herein," "hereof," "hereto," "hereunder," and "hereafter" shall refer to this Agreement as a whole, (ii) the term "including" shall not be limiting, (iii) the word "or" shall not be exclusive, (iv) the term "ordinary course" or "ordinary course of business" shall refer to the ordinary manner in which Seller operates the Business consistent with reasonable past

practices, (v) the terms “Dollars”, “dollars” and “\$” each mean lawful money of the United States of America, (vi) the term “Buyer Principal Liaisons” shall mean Ralph M. Oakley, Brad Eaton and Chuck Roth or any of their respective successors, (vii) the phrase “Business, taken as a whole” shall be deemed to refer to, collectively, all Stations (including the Business of each such Station), (viii) the term “Person” shall mean any natural person or any corporation, limited liability company, partnership, joint venture, trust or other legal entity or Governmental Entity, and (ix) the term “Affiliate” shall mean, with respect to a specified Person, any Person or member of a group of Persons acting together that, directly or indirectly, through one or more intermediaries, controls, or is controlled by or is under common control with, the specified Person. As used in this definition, the term “control” (including the terms “controlling,” “controlled by” and “under common control with”) means 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.

11.15 Certain Definitions. As used in this Agreement, the following terms have the respective meanings set forth below.

“2014 Agreement” has the meaning set forth in the Recitals.

“Accounts Receivable” means outstanding accounts receivable of the Business as of the Effective Time.

“Action” has the meaning set forth in Section 2.14.

“Additional Required Consents” has the meaning set forth in Section 7.10.

“Affiliate” has the meaning set forth in Section 11.14.

“Agreement” has the meaning set forth in the Preamble.

“Assessments” has the meaning set forth in Section 5.10(b).

“Assumed Obligations” has the meaning set forth in Section 1.3(a).

“Benefit Plans” has the meaning set forth in Section 2.11(c).

“Business” has the meaning set forth in the Recitals.

“Buyer” has the meaning set forth in the Preamble.

“Buyer Ancillary Agreements” has the meaning set forth in Section 3.1.

“Buyer Indemnified Parties” has the meaning set forth in Section 9.2(a).

“Cap” has the meaning set forth in Section 9.2(b)

“claim” for purposes of Section 3.7 only, has the meaning set forth in Section 3.7.

“Claim” has the meaning set forth in Section 9.3(a).



“Closing” has the meaning set forth in Section 1.9.

“Closing Date” has the meaning set forth in Section 1.9(b).

“Closing Date Adjustments” has the meaning set forth in Section 1.7(f).

“Code” has the meaning set forth in Section 1.8.

“Collection Period” has the meaning set forth in Section 5.11(b).

“Collective Bargaining Agreement” has the meaning set forth in Section 2.11(b).

“Communications Laws” means the Communications Act of 1934, as amended, and the rules, regulations and written policies of the FCC promulgated pursuant thereto.

“Covered Matters” has the meaning set forth in Section 11.9(a).

“Cure Period” has the meaning set forth in Section 10.2.

“Damages” has the meaning set forth in Section 9.2(a).

“DMA” has the meaning set forth in Section 2.4(b).

“DOJ” has the meaning set forth in Section 1.10(d).

“Effect” has the meaning set forth in Section 7.7

“Effective Time” has the meaning set forth in Section 1.9(b).

“Employee Adjustment” has the meaning set forth on Schedule 5.6.

“Environment” has the meaning set forth in Section 2.9.

“Environmental Law” has the meaning set forth in Section 2.9.

“ERISA” has the meaning set forth in Section 2.11(c).

“ERISA Affiliate” has the meaning set forth in Section 2.11(c).

“Escrow Agent” has the meaning set forth in Section 1.5.

“Escrow Agreement” has the meaning set forth in Section 1.5.

“Escrow Deposit” has the meaning set forth in Section 1.5.

“Escrow Deposit Fund” has the meaning set forth in Section 1.5.

“Excluded Assets” has the meaning set forth in Section 1.2.

“FCC” has the meaning set forth in the Recitals.

“FCC Application” has the meaning set forth in Section 1.10(a).

“FCC Consent” has the meaning set forth in Section 1.10(a).

“FCC Licensees” has the meaning set forth in the Recitals.

“FCC Licenses” has the meaning set forth in Section 1.1(a).

“Final Order” has the meaning set forth in Section 1.9(a).

“Final Schedule 1.1(b)” has the meaning set forth in Section 5.15(b).

“Final Schedule 1.1(d)” has the meaning set forth in Section 5.15(b).

“Financial Statements” has the meaning set forth in Section 2.15.

“Financing” has the meaning set forth in Section 5.12(b).

“Financing Sources” has the meaning set forth in Section 5.12(b).

“Fines” has the meaning set forth in Section 1.3(b).

“FS Provisions” has the meaning set forth in Section 11.8(a).

“FTC” has the meaning set forth in Section 1.10(d).

“GAAP” has the meaning set forth in Section 1.7(a).

“Governmental Consents” has the meaning set forth in Section 1.10(f).

“Governmental Entity” means any (i) federal, state, municipal or other government, (ii) governmental or quasi-governmental entity of any nature (including any governmental agency, branch, department, official, or entity and any court or other tribunal) or (iii) body exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature, including any arbitral tribunal.

“Granite” has the meaning set forth in the Preamble.

“Granite Subsidiary” has the meaning set forth in the Preamble.

“Hazardous Material” has the meaning set forth in Section 2.9.

“HSR Act” has the meaning set forth in Section 1.10(d).

“HSR Clearance” has the meaning set forth in Section 1.10(d).

“Improvements” has the meaning set forth in Section 2.7(e).

“Indemnification Escrow Amount” has the meaning set forth in Section 1.4(c).

“Indemnity Escrow” has the meaning set forth in Section 1.6.

“Indemnity Escrow Agreement” has the meaning set forth in Section 1.6.

“Independent Accountant” has the meaning set forth in Section 1.7(g).

“Intangible Property” has the meaning set forth in Section 1.1(e).

“Intellectual Property” has the meaning set forth in Section 1.1(e).

“Joint Sales Agreements” means the following: (1) Advertising Representation Agreement, between Malara Broadcast Group of Duluth LLC, KBJR, Inc. and Granite Broadcasting Corporation, dated March 8, 2005; (2) Advertising Representation Agreement, between Malara Broadcast Group of Fort Wayne LLC, NVG-Fort Wayne, Inc. and Granite Broadcasting Corporation, dated March 8, 2005; (3) Joint Sales Agreement, between Sinclair Television Group, Inc. (as assignee of Barrington Peoria LLC and Barrington Broadcasting Group LLC), and Granite Broadcasting Corporation, dated March 2, 2009; and (4) Advertising Representation Agreement, between Four Seasons Peoria, LLC and Granite Broadcasting Corporation, dated September 1, 2005, as amended and extended from time to time.

“Knowledge” (1) with respect to Seller, has the meaning set forth in Section 2.(a), and (2) with respect to Buyer, has the meaning set forth in Section 3.4.

“Labor Unions” has the meaning set forth in Section 2.11(b).

“Leased Real Property” has the meaning set forth in Section 2.7(b).

“Legal Requirement” means, as in effect on any date of determination, applicable common law or any applicable statute, permit, ordinance, code or other law, rule, regulation or order enacted, adopted, promulgated or applied by any Governmental Entity.

“Liens” has the meaning set forth in Section 2.6(a).

“Malara Assumed Liabilities” has the meaning set forth in the Recitals.

“Malara Entity” has the meaning set forth in the Recitals.

“Malara Entities” has the meaning set forth in the Recitals.

“Malara Purchased Assets” has the meaning set forth in the Recitals.

“Malara Stations” means those Stations designated as “Malara Stations” on Exhibit A hereto.

“Marketing Period” means a period of at least 20 consecutive business days (excluding customary blackout dates) after the later of (i) delivery to the Financing Sources of a customary confidential information memoranda and other marketing materials and financial information required in connection with the Financing (in form and substance

reasonably satisfactory to such Financing Sources) to be used in connection with the syndication of the Financing, (ii) receipt of current corporate credit ratings and corporate family ratings with respect to the Buyer giving effect to the transactions contemplated by this Agreement and a current rating with respect to the Financing and (iii) the primary bank meeting related to the Financing.

“Material Adverse Effect” has the meaning set forth in Section 7.7.

“Material Multi-Station Contract” has the meaning set forth in Section 1.11.

“Multi-Station Contract” has the meaning set forth in Section 1.11.

“Multi-Station Contract Obligations” has the meaning set forth in Section 1.11.

“Multi-Station Contract Rights” has the meaning set forth in Section 1.11.

“MVPDs” has the meaning set forth in Section 2.4(b).

“NDA” has the meaning set forth in Section 5.1.

“Option Agreement” means the Put and Call Option Agreement between Granite and certain of the Malara Entities dated December 8, 2009, as extended by letter agreement dated July 23, 2015, relating to the assets used in the operations of broadcast television station WPTA(TV), Ft. Wayne Indiana.

“Option Exercise Agreement” has the meaning set forth in the Recitals.

“Option Exercise Price” has the meaning set forth in the Option Exercise Agreement.

“Other Seller Stations” has the meaning set forth in Section 1.1(e).

“Outside Date” has the meaning set forth in Section 10.1(d).

“Owned Real Property” has the meaning set forth in Section 1.1(c).

“Payment Date” has the meaning set forth in Section 1.7(f).

“Permits” has the meaning set forth in Section 2.13.

“Permitted Liens” has the meaning set forth in Section 2.6(a).

“Phase I Environmental Site Assessment” has the meaning set forth in Section 5.10(a).

“Phase II Environmental Assessment” has the meaning set forth in Section 5.10(b).

“Primary FCC Licenses” has the meaning set forth in Section 1.10(c).

“Program Rights” has the meaning set forth in Section 1.7(e).

“Provided Information” has the meaning set forth in Section 3.8.

“Purchase Price” has the meaning set forth in Section 1.4.

“Purchased Assets” has the meaning set forth in Section 1.1.

“Purchased Contracts” has the meaning set forth in Section 1.1(d).

“Purchased Documents” has the meaning set forth in Section 1.1(f).

“Real Property” has the meaning set forth in Section 1.1(c).

“Real Property Leases” has the meaning set forth in Section 1.1(c).

“Renewal Application” has the meaning set forth in Section 1.10(c).

“Required Consents” has the meaning set forth in Section 5.5(a)

“Retained Obligations” has the meaning set forth in Section 1.3(b).

“Seller” has the meaning set forth in the Preamble.

“Seller Ancillary Agreements” has the meaning set forth in Section 2.1.

“Seller Indemnified Parties” has the meaning set forth in Section 9.2(d).

“Seller Marks” has the meaning set forth in Section 1.2(d).

“SHB” has the meaning set forth in the Recitals.

“Station(s)” has the meaning set forth in the Recitals.

“Station employee” means each employee of Seller and/or each Malara Entity involved in the operation of the Stations.

“Survey Affidavit” has the meaning set forth in Section 5.9.

“Surveys” has the meaning set forth in Section 5.9.

“Tangible Personal Property” has the meaning set forth in Section 1.1(b).

“Tax Returns” has the meaning set forth in Section 2.5(a).

“Taxes” has the meaning set forth in Section 2.5(a).

“Threshold” has the meaning set forth in Section 9.2(b).

“Title Commitments” has the meaning set forth in Section 5.9.

“Tolling Agreement” has the meaning set forth in Section 1.10(c).

“Trade Agreement” has the meaning set forth in Section 1.7(c).

“Transfer Taxes” has the meaning set forth in Section 5.13(b).

“Unclaimed Escrow Amount” means, as of any date of determination, an amount equal to the amount then remaining in the Indemnity Escrow, minus the good faith estimate of any outstanding and unpaid indemnification claim made pursuant to Section 9.2(a) (whether disputed or undisputed), plus (2) the amount of all unpaid Closing Date Adjustments, if any, payable by Seller pursuant to Section 1.7.

“Websites” means any and all Internet websites owned, operated or licensed by or for the benefit of Seller in connection with the Business, including any content contained thereon or related thereto (but excluding any content that is not produced by or on behalf of Seller).

11.16 Bulk Transfer. Buyer and Seller hereby waive compliance with the bulk transfer provisions of the Uniform Commercial Code and all similar laws.

11.17 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, equityholder, Affiliate, agent, attorney or representative of Seller or any of its Affiliates shall have any liability for any obligations or liabilities of Seller under this Agreement or for any claim (whether in contract or tort, in law or in equity, or based upon any theory that seeks to “pierce the corporate veil” or impose liability of an entity against its owners or Affiliates or otherwise), liability or any other obligation arising under, based on, in respect of, in connection with, or by reason of, this Agreement or the transactions contemplated hereby, including its negotiation and/or execution.

[SIGNATURE PAGE FOLLOWS]

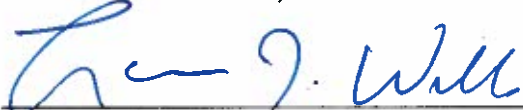
IN WITNESS WHEREOF, the parties have executed this Asset Purchase Agreement as of the date set forth above.

**GRANITE BROADCASTING CORPORATION**



Name: **Lawrence I. Wills**  
Title: **Chief Financial Officer**

**WISE-TV LICENSE, LLC**



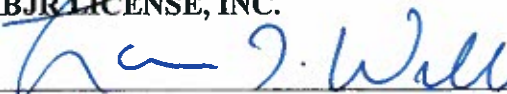
Name: **Lawrence I. Wills**  
Title: **Vice President**

**WISE-TV, INC.**




Name: **Lawrence I. Wills**  
Title: **Vice President**

**KBJR LICENSE, INC.**



Name: **Lawrence I. Wills**  
Title: **Vice President**

**KBJR, INC.**



Name: **Lawrence I. Wills**  
Title: **Vice President**

**CHANNEL 11 LICENSE, INC.**



Name: **Lawrence I. Wills**  
Title: **Vice President**

**WEEK-TV LICENSE, INC.**



Name: **Lawrence I. Wills**  
Title: **Vice President**

**WBNG, INC.**



Name: **Lawrence I. Wills**  
Title: **Vice President**

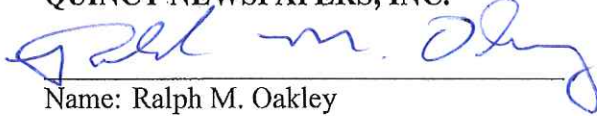
**WBNG LICENSE, INC.**



Name: **Lawrence I. Wills**  
Title: **Vice President**



**QUINCY NEWSPAPERS, INC.**



Name: Ralph M. Oakley

Title: President

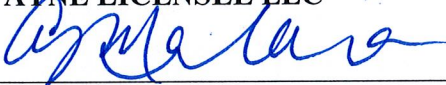
Non-party acknowledgement of receipt of this Asset Purchase Agreement:

**MALARA BROADCAST GROUP OF FORT  
WAYNE LLC**



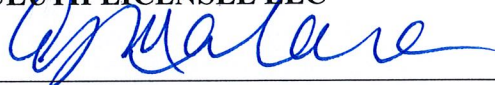
Name: ANTHONY MALARA  
Title: PRESIDENT

**MALARA BROADCAST GROUP OF FORT  
WAYNE LICENSEE LLC**



Name: ANTHONY MALARA  
Title: PRESIDENT

**MALARA BROADCAST GROUP OF  
DULUTH LICENSEE LLC**



Name: ANTHONY MALARA  
Title: PRESIDENT

**MALARA BROADCAST GROUP OF  
DULUTH LLC**



Name: ANTHONY MALARA  
Title: PRESIDENT

**Exhibit A**  
**Stations**

Granite Stations:

- WBNG-TV, Binghamton, NY
- KBJR-TV, Superior, WI
- KRII(TV), Chisholm, MN (satellite of KBJR-TV)
- WEEK-TV, Peoria, IL

Malara Stations:

- WPTA, Fort Wayne, IN