
OPTION AGREEMENT

by and between

SINCLAIR TELEVISION GROUP, INC.

and

NW COMMUNICATIONS OF AUSTIN, INC.

With respect to the Television Station KTBC

dated as of

May 8, 2018

OPTION AGREEMENT

THIS OPTION AGREEMENT (this “Option Agreement”) is made this 8th day of May, 2018, by and between Sinclair Television Group, Inc., a Maryland corporation, or its designated Affiliate (collectively, “Sinclair”) and NW Communications of Austin, Inc., a Texas corporation (“Fox”).

WITNESSETH:

WHEREAS, Fox owns and operates the television broadcast station KTBC in Austin, Texas, together with certain auxiliary facilities (collectively, the “Station”);

WHEREAS, conditioned upon and effective as of the Closing of the Multi-Station Purchase Agreement (as defined below), Fox desires to grant to Sinclair the right and option to purchase all of the right, title and interest of Fox in, to and under certain assets with respect to the Station (but not with respect to other television stations owned or operated by Fox or Affiliates of Fox other than the Station), in accordance with and subject to the terms and conditions set forth herein and in the Purchase Agreement (as defined below);

WHEREAS, concurrently herewith an Affiliate of Fox, Sinclair, and Tribune Media Company, a Delaware corporation (“Tribune”), are entering into an asset purchase agreement pursuant to which an Affiliate of Fox is purchasing the television stations KCPQ (Tacoma, WA), KDVR (Denver, CO), KSTU (Salt Lake City, UT), KSWB-TV (San Diego, CA), KTXL (Sacramento, CA), WJW (Cleveland, OH) and WSFL-TV (Miami, FL), on terms and conditions (other than price), substantially similar to those provided in the Purchase Agreement (the “Multi-Station Purchase Agreement”);

WHEREAS, concurrently herewith an Affiliate of Fox and Sinclair are entering into an option agreement providing Sinclair with an option to purchase television station WPWR-TV (Gary, Indiana) on terms and conditions (other than price), substantially similar to those provided herein;

WHEREAS, effective as of the Closing of the Multi-Station Purchase Agreement and the Closing of that certain Agreement and Plan of Merger, dated May 8, 2017 (as amended, restated, modified or supplemented from time to time), among Tribune, Sinclair Broadcast Group, Inc., a Maryland corporation, and Samson Merger Sub Inc., a Delaware corporation, subsidiaries of Sinclair and the Fox Broadcasting Company Network are entering into renewals of the affiliation agreements for certain television stations owned, operated or provided services to by subsidiaries of Sinclair and Tribune; and

WHEREAS, capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Purchase Agreement (as defined below).

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements contained herein, and for other good and valuable

consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

ARTICLE 1.

GRANT OF THE OPTION; EXERCISE OF THE OPTION

Section 1.1. Grant of Call Option. Fox hereby gives, grants, transfers and conveys to Sinclair, and its successors and assigns, conditioned upon and effective as of the Closing of the Multi-Station Purchase Agreement, the irrevocable and exclusive right, privilege and option (the "Call Option"), to acquire certain of the assets of the Station from Fox in exchange for the Purchase Price as set forth on Exhibit A, upon the terms and subject to the conditions set forth herein and in the Asset Purchase Agreement substantially in the form attached hereto as Exhibit B, subject only to ministerial or administrative corrections or, to the extent permitted hereunder, to update the Disclosure Schedules (the "Purchase Agreement").

Section 1.2. Due Diligence Review; Schedules.

(a) From the date of this Option Agreement until the earlier to occur of (i) the entry into the Purchase Agreement as contemplated by Section 1.3, and (ii) the termination of this Option Agreement in accordance with Article 5, Fox covenants and agrees that it will, and will cause its Affiliates to, provide Sinclair and Sinclair's authorized representatives (A) reasonable access upon reasonable notice at mutually agreed-upon times during normal business hours to Fox's books, records, contracts, and commitments (with respect to the Station) and to Fox's non-Station level employees, agents and representatives, and (B) all such other information and copies of documents as Sinclair may reasonably request, in each case, concerning Fox, the operation of the Station and the assets of the Station, and the Station's customers and suppliers.

(b) As of the date hereof, Fox has delivered to Sinclair all of the sections to the Disclosure Schedule to the Purchase Agreement, together with copies of the documents referred to therein (collectively, such sections of the Disclosure Schedule to be delivered, the "Initial Schedules"). The Initial Schedules have been prepared in compliance with the terms and conditions of the Purchase Agreement assuming that the Purchase Agreement has been executed as of the date hereof. Within thirty (30) days following the date of the Sinclair Election Notice (as defined below) with respect to the Station, Fox shall deliver to Sinclair (together, to the extent not already provided, with copies of the documents referred to therein) updates to the Initial Schedules (the "Updated Schedules"); provided, that the Updated Schedules (i) may only reflect changes to the Initial Schedules arising after the date of this Option Agreement and prior to the date of Fox's initial delivery of the Updated Schedules pursuant to the immediately preceding sentence; (ii) may not provide for any updates to the disclosures with respect to Section 5.01 of the Purchase Agreement; (iii) shall supersede the Initial Schedules; and (iv) may not include changes that, individually or in the aggregate, that reflect, or would reasonably be expected to have, a Material Adverse Effect. After receiving the Updated Schedules, Sinclair may, in its discretion, withdraw the Sinclair Election Notice by delivering written notice thereof to Fox within ten (10) days of receipt of the Updated Schedules.

(c) As of the date hereof, Sinclair has delivered to Fox all of the sections to the Buyer Disclosure Schedule to the Purchase Agreement, together with copies of the documents referred to therein (the “Initial Buyer Schedules”). The Initial Buyer Schedules have been prepared in compliance with the terms and conditions of the Purchase Agreement assuming that the Purchase Agreement has been executed as of the date hereof. Within thirty (30) days following the date of the Sinclair Election Notice (as defined below) with respect to the Station, Sinclair shall deliver to Fox (together, to the extent not already provided, with copies of the documents referred to therein) updates to the Initial Buyer Schedules (the “Updated Buyer Schedules”); provided, however, that such updates do not have, and would not reasonably be expected to have, a Buyer Material Adverse Effect.

Section 1.3. Exercise of the Call Option. Following the Closing of the Multi-Station Purchase Agreement, Sinclair may exercise the Call Option at any time during the time period commencing on the day following the Closing of the Multi-Station Purchase Agreement and concluding on the day that is ninety (90) days after the Closing of the Multi-Station Purchase Agreement (the “Call Option End Date”) by delivering written notice of exercise thereof to Fox (the “Sinclair Election Notice”). Within ten (10) days following the later of the date that Fox delivers the Updated Schedules to Sinclair pursuant to Section 1.2(b) above and Sinclair delivers the Updated Buyer Schedules to Fox pursuant to Section 1.2(c) above, Fox and Sinclair or an Affiliate of Sinclair shall enter into the Purchase Agreement, unless prior to such time Sinclair shall have withdrawn the Sinclair Election Notice in accordance with Section 1.2(b).

ARTICLE 2.

REPRESENTATIONS AND WARRANTIES OF FOX

Fox represents and warrants to Sinclair as follows:

Section 2.1. Existence and Power. Fox is duly organized, validly existing and in good standing under the laws of the state of its organization. Fox is qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except where the failure to qualify has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Fox has the requisite power and authority to own and hold the Purchased Assets and to directly or indirectly operate the Station as currently operated.

Section 2.2. Authorization; Voting Requirements.

(a) The execution and delivery by Fox of this Option Agreement, the performance by Fox of its obligations hereunder and the consummation by Fox of the transactions contemplated hereby are within Fox’s company powers and have been duly authorized by all requisite organizational action on the part of Fox and no other company or other organizational action on the part of Fox is necessary to authorize and approve the execution, delivery and performance by Fox of this Option Agreement or the consummation by Fox of the transactions contemplated hereby.

(b) This Option Agreement has been duly executed and delivered by Fox. This Option Agreement (assuming due authorization, execution and delivery by Sinclair)

constitutes the legal, valid and binding obligation of Fox, enforceable against Fox in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions.

Section 2.3. Consents and Approvals. The execution and delivery of this Option Agreement does not and will not require any material action by or in respect of, or filing with or notification to, any Governmental Authority, except that the Option Agreement shall be filed with the FCC within thirty (30) days from the date hereof.

Section 2.4. No Brokers. There is no investment banker, broker or finder that has been retained by or is authorized to act on behalf of Fox or the Station who is entitled to any fee or commission from Fox or the Station in connection with the transactions contemplated by this Option Agreement.

ARTICLE 3. REPRESENTATIONS AND WARRANTIES OF SINCLAIR

Sinclair represents and warrants to Fox as follows:

Section 3.1. Existence and Power. Sinclair is duly organized, validly existing and in good standing under the laws of the state of its organization. Sinclair has the requisite organizational power and authority to own, lease and operate the properties and assets used in connection with its business as currently conducted.

Section 3.2. Corporate Authorization.

(a) The execution and delivery by Sinclair of this Option Agreement, the performance by Sinclair of its obligations hereunder and the consummation by Sinclair of the transactions contemplated hereby are within Sinclair's corporate or other organizational power and authority and have been duly authorized by all requisite corporate action on the part of Sinclair.

(b) This Option Agreement has been duly executed and delivered by Sinclair. This Option Agreement (assuming due authorization, execution and delivery by Fox) constitutes the legal, valid and binding obligation of Sinclair, enforceable against Sinclair in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions.

Section 3.3. Consents and Approvals. The execution and delivery of this Option Agreement does not and will not require any material action by or in respect of, or filing with or notification to, any Governmental Authority, except that the Option Agreement shall be filed with the FCC within thirty (30) days from the date hereof.

Section 3.4. Brokers, Finders, etc. There is no investment banker, broker or finder that has been retained by or is authorized to act on behalf of Sinclair who is entitled to any fee or commission from Sinclair in connection with the transactions contemplated by this Option Agreement.

ARTICLE 4. ADDITIONAL AGREEMENTS

Section 4.1. Financial and Operating Reports. Within thirty (30) days after the end of each fiscal quarter ending after the date hereof and prior to the earlier to occur of (a) the entry into the Purchase Agreement as contemplated by Section 1.3, and (b) the termination of this Option Agreement in accordance with Article 5, Fox shall deliver to Sinclair, at Fox's expense, such quarterly financial and operating reports for the Station as are routinely prepared for internal use for management of Fox including, if so prepared, quarterly cash flow statements and quarterly reports of capital expenditures.

Section 4.2. Additional Deliveries of Fox. In addition to the other actions required to be done hereby, Fox shall deliver, or cause to be delivered, as of the date hereof, to Sinclair such certificates, instruments and documents as may be reasonably requested by Sinclair to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 4.3. Additional Deliveries of Sinclair. Sinclair shall deliver, or cause to be delivered, as of the date hereof, to Fox such certificates, instruments and documents as may be reasonably requested by Fox to carry out the provisions hereof and give effect to the transactions contemplated hereby.

Section 4.4. Confidentiality. The terms of the Confidentiality Agreement with respect to the Station are hereby incorporated herein by reference and shall continue in full force and effect from the date hereof until the Closing under the Purchase Agreement in accordance with the terms thereof; provided, however, that in the event of the termination of this Option Agreement or the Purchase Agreement, the terms of the Confidentiality Agreement incorporated herein by reference shall survive in accordance with its terms.

Section 4.5. Public Announcements. So long as this Option Agreement is in effect, none of Sinclair, Fox or any of their respective Affiliates, shall issue or cause the publication of any press release or other public statement relating to the transactions contemplated by this Option Agreement or the Purchase Agreement or this Option Agreement or the Purchase Agreement without the prior written consent of the other party, unless such party determines, after consultation with outside counsel, that it is required by applicable law or by any listing agreement with or the listing rules of a national securities exchange or trading market to issue or cause the publication of any press release or other public announcement with respect to the transactions contemplated by this Option Agreement or the Purchase Agreement or this Option Agreement or the Purchase Agreement, in which event such party shall provide, on a basis reasonable under the circumstances, an opportunity to the other parties to review and comment on such press release or other announcement in advance, and shall give reasonable consideration to all reasonable comments suggested thereto.

Section 4.6. Ordinary Course of Business. From the date hereof and until the earlier to occur of (a) the entry into the Purchase Agreement as contemplated by Section 1.3 and (b) the termination of this Option Agreement in accordance with Article 5, Fox shall, and shall cause its Affiliates to, conduct the business and operation of the Station in all material respects in

the ordinary course of business consistent with past practices or in a manner consistent with similarly situated television stations owned or operated by Fox or Affiliates of Fox. Upon the execution and delivery of the Purchase Agreement, this provision shall be terminated and be of no further force or effect and Fox shall have no liability for any breach of this Section 4.6 under any circumstances; provided, however, upon the execution and delivery of the Purchase Agreement, any claims for willful and material breach of this Section 4.6 occurring prior to the execution and delivery of the Purchase Agreement will survive the Closing until the three (3) month anniversary of the Closing Date.

Section 4.7. No Solicitation. From the date hereof and until the earlier to occur of (a) the entry into the Purchase Agreement as contemplated by Section 1.3 and (b) the termination of this Option Agreement in accordance with Article 5, Fox shall, shall cause its Affiliates, and direct Fox's and its respective officers, directors, investment bankers and agents (collectively, the "Fox Persons"), to cease any discussions or negotiations with, and Fox shall not, shall cause its Affiliates not to, and shall direct the Fox Persons not to, directly or indirectly, knowingly solicit, initiate or encourage any inquiries or proposals from, or discuss or negotiate with any Person (other than Sinclair), or enter into any agreements or arrangements with any Person (other than Sinclair) relating to the sale of all or a significant portion of the Purchased Assets (whether by sale of assets, equity or otherwise). Fox shall be responsible for all actions taken by the Fox Persons that, if taken by Fox, would constitute a breach of this Section 4.7.

ARTICLE 5. TERMINATION

Section 5.1. Termination.

(a) Without limiting any rights of Sinclair set forth in Article 6, Sinclair shall have the right to terminate this Option Agreement upon the occurrence of any of the following events:

(i) the representations and warranties of Fox contained in Article 2 hereof shall fail to be true and correct in any material respect; or

(ii) Fox shall fail to comply in any material respect with any covenant or obligation applicable to it set forth in this Option Agreement; provided, that Sinclair shall not have the right to terminate this Option Agreement pursuant to this Section 5.1(a) if Sinclair is then in material breach of this Option Agreement.

(b) Without limiting any rights of Fox set forth in Article 6, Fox shall have the right to terminate this Option Agreement upon the occurrence of any of the following events:

(i) the representations and warranties of Sinclair contained in Article 3 hereof shall fail to be true and correct in any material respect;

(ii) Sinclair shall fail to comply in any material respect with any covenant or obligation applicable to it set forth in this Option Agreement; provided, that Fox

shall not have the right to terminate this Option Agreement pursuant to this Section 5.1(b) if Fox is then in material breach of this Option Agreement.

(c) This Option Agreement shall terminate and be of no further force and effect (subject to Section 4.4) upon (i) the failure of Sinclair to exercise the Call Option on or prior to the Call Option End Date or, (ii) in the event that Sinclair shall have validly exercised the Call Option on or prior to the Call Option End Date, upon the withdrawal by Sinclair of the Sinclair Election Notice in accordance with Section 1.2(b); provided, that upon termination of this Option Agreement by Sinclair pursuant to Section 5.1(c)(ii), such termination shall not relieve Fox of any liability for any willful and material breach of Section 4.6 occurring prior to such termination.

(d) This Option Agreement shall terminate and be of no further force and effect (subject to Section 4.4) upon the termination (in accordance with its terms) of the Multi-Station Purchase Agreement.

(e) This Option Agreement shall terminate and be of no further force and effect at any time prior to Sinclair's exercise of the Call Option by the mutual written consent of Fox and Sinclair.

ARTICLE 6. REMEDIES

Section 6.1. Remedies; Specific Performance. The rights and remedies of the parties hereto shall be cumulative with and not exclusive of any other remedy conferred hereby. The parties hereto agree that irreparable damage would occur and that the parties hereto would not have any adequate remedy at law in the event that any of the provisions of this Option Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to injunctions, specific performance and other equitable relief to prevent breaches or threatened breaches of this Option Agreement and to enforce specifically the terms and provisions of this Option Agreement, including the obligations to consummate the transactions contemplated hereby, in the Court of Chancery of the State of Delaware or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any federal court located in the State of Delaware without proof of actual damages or otherwise (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties' rights in this Section 6.1 are an integral part of the transactions contemplated hereby and each party hereby waives any objections to any remedy referred to in this Section 6.1. Each of the parties hereto agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity.

ARTICLE 7.
GENERAL PROVISIONS

Section 7.1. Expenses. Except as may be otherwise specified herein, all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Option Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Call Option shall have been exercised.

Section 7.2. Notices. Notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by facsimile (with confirmation of transmission), by email (with confirmation of receipt) or sent by a nationally recognized overnight courier service, such as Federal Express, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice made pursuant to this Section 7.2):

Notices to Fox shall be addressed to:

c/o Fox Television Stations, LLC
1211 Avenue of the Americas
New York, NY 10036
Attention: Joseph Dorrego, Executive Vice President and Chief Financial Officer
Fax: (212) 301-5058
Email: joseph.dorrego@foxtv.com

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

Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022
Attention: Alexander Johnson
Fax: (212) 918-3100
Email: alex.johnson@hoganlovells.com

and to:

Hogan Lovells US LLP
Park Place II
7930 Jones Branch Drive, Ninth Floor
McLean, VA 22102
Attention: Richard T. Horan, Jr.
Fax: (703) 610-6200
Email: richard.horan@hoganlovells.com

Notices to Sinclair shall be addressed to:

Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attention: Christopher S. Ripley, President
Fax: (410) 568-1591
Email: csripley@sbgstv.com

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

Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attention: Barry Faber, General Counsel
Fax: (410) 568-1537
Email: bfaber@sbgstv.com

and to:

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

Section 7.3. Headings. The headings contained in this Option Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Option Agreement.

Section 7.4. Severability. If any term or other provision of this Option Agreement is invalid, illegal or incapable of being enforced because of the application of any Law or the regulations and policies of any Governmental Authority or the decision by any Governmental Authority of competent jurisdiction (including any court), all other conditions and provisions of this Option Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Option Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 7.5. Entire Agreement. This Option Agreement, the Initial Schedules, the Updated Schedules, the Initial Buyer Schedules, the Updated Buyer Schedules and the Confidentiality Agreement constitute the entire agreement of the parties hereto with respect to

the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between Fox and Sinclair with respect to the subject matter hereof and thereof, except as otherwise expressly provided herein.

Section 7.6. Successors and Assigns.

(a) This Option Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Fox may not assign its rights or obligations under this Option Agreement without Sinclair's prior written consent and Sinclair may not assign its rights or obligations under this Option Agreement without Fox's prior written consent; provided, that (i) Fox may assign all or any portion of its rights and obligations hereunder to an Affiliate without the written consent of Sinclair; and (ii) Sinclair may assign all or any portion of this Option Agreement or any or all of its rights or obligations hereunder, including with respect to the Station to (x) an Affiliate or (y) a divestiture trustee, in each case without the written consent of Fox; provided, that, in each case, no such assignment shall relieve Fox or Sinclair of its liabilities and obligations hereunder.

(b) Notwithstanding the foregoing Section 7.6(a), solely in the event that Sinclair has validly exercised the Call Option on or prior to the Call Option End Date, Sinclair may assign its right to purchase the Station and enter into the Purchase Agreement to a third party that is qualified pursuant to the FCC Rules as then in effect to be the assignee and licensee of the Station, without the written consent of Fox; provided, that no such assignment shall relieve Sinclair of (i) its liabilities and obligations hereunder or (ii) its liabilities and obligations under the Purchase Agreement or any document or certificate required to be delivered at Closing (as defined in the Purchase Agreement). For the avoidance of doubt this Section 7.6(b) does not permit assignment of this Option Agreement and only permits assignment of Sinclair's right to purchase the Station and enter into the Purchase Agreement.

Section 7.7. No Recourse. Notwithstanding any of the terms or provisions of this Option Agreement, none of Fox, Sinclair or any Person acting on such Person's behalf, may assert any Proceeding against any employee, officer, director, member, Representative or trustee of the other party or stockholder, member or trustee of such other party in connection with or arising out of this Option Agreement or the transactions contemplated hereby.

Section 7.8. Third-Party Beneficiaries. This Option Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Option Agreement.

Section 7.9. Amendment; Wavier.

(a) This Option Agreement may not be amended or modified except by an instrument in writing signed by Fox and Sinclair.

(b) At any time prior to the earlier to occur of (i) the entry into the Purchase Agreement as contemplated by Section 1.3, and (ii) the termination of this Option Agreement in

accordance with Article 5, either party may (A) extend the time for the performance of any obligation or act required by the other party hereto, (B) waive any inaccuracies in the representations and warranties of the other party hereto contained herein or in any document delivered pursuant hereto, or (C) waive compliance by the other party hereto with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby.

(c) No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law.

Section 7.10. Governing Law; Jurisdiction. This Option Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to conflicts of laws principles that would result in the application of the Law of any other state. In addition, each of the parties (a) consents to submit itself, and hereby submits itself, to the personal jurisdiction of the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, in the event any dispute arises out of this Option Agreement or any of the transactions contemplated by this Option Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and agrees not to plead or claim any objection to the laying of venue in any such court or that any judicial proceeding in any such court has been brought in an inconvenient forum, (c) agrees that it will not bring any action relating to this Option Agreement or any of the transactions contemplated by this Option Agreement in any court other than the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, and (d) consents to service of process being made through the notice procedures set forth in Section 7.2, which service of process will be deemed made on the third (3rd) day following delivery of such notice.

Section 7.11. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS OPTION AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY ACTION ARISING OUT OF OR RELATED TO ANY FINANCING FOR THE TRANSACTIONS CONTEMPLATED HEREBY.


Section 7.12. Counterparts. This Option Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original but both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Option Agreement by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Option Agreement.

Section 7.13. Independent Entities. Nothing in this Option Agreement will constitute or be construed to be or create a partnership, joint venture, or principal/agent between Fox, on the one hand, and the Sinclair, on the other, and neither party shall enter into any agreement or commitment which is binding on the other.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Option Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SINCLAIR TELEVISION GROUP, INC.

By: 
Name: Chris Riple
Title: CEO

NW COMMUNICATIONS OF AUSTIN, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Option Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SINCLAIR TELEVISION GROUP, INC.

By: _____
Name:
Title:

NW COMMUNICATIONS OF AUSTIN, INC.

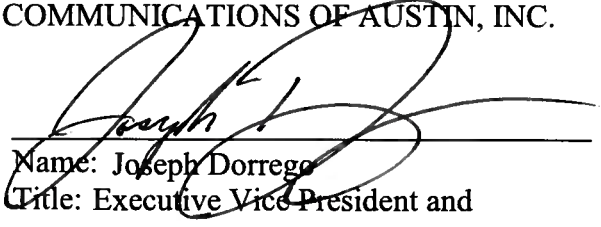
By: 
Name: Joseph Dorrego
Title: Executive Vice President and
Assistant Treasurer

EXHIBIT A TO OPTION AGREEMENT

PURCHASE PRICE

KTBC Purchase Price: One Hundred Sixty Million Dollars (\$160,000,000).

EXHIBIT B

**ASSET PURCHASE AGREEMENT
for the SALE of TELEVISION STATION**

KTBC

by and between

[Buyer]

and

NW Communications of Austin, Inc.

[DATE], 2018

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ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT**, dated as of [●], 2018 (this “Agreement”), is by and between NW Communications of Austin, Inc., a Texas corporation (“Fox”), and [●], a [●] (“Buyer”).

RECITALS

WHEREAS, on the date of this Agreement, Fox owns and operates broadcast television station KTBC, Austin, TX (Fac. ID 35649) (the “Station”);

WHEREAS, Fox and Buyer entered into an Option Agreement, dated as of May 8, 2018 (the “Austin Option Agreement”), granting Buyer the option to purchase the Purchased Assets on the terms and subject to the conditions hereinafter set forth in this Agreement; and

WHEREAS, Buyer has exercised its option under the Austin Option Agreement.

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

ARTICLE I **DEFINITIONS**

Section 1.01 Definitions. As used in this Agreement, the following terms shall have the following meanings:

“Accounting Firm” means (a) an independent certified public accounting firm in the United States of national recognition mutually acceptable to Fox and Buyer or (b) if Fox and Buyer are unable to agree upon such a firm, then the regular independent auditors for Fox and Buyer shall mutually agree upon a third independent certified public accounting firm, in which event, “Accounting Firm” shall mean such third firm.

“Accounts Receivable” means all accounts receivable (other than accounts receivable relating to Tradeout Agreements or film and program barter agreements) and all rights to receive payments under any notes, bonds and other evidences of indebtedness and all other rights to receive payments, in each such case arising out of sales occurring in the operation of the Station prior to the Effective Time for services performed (*e.g.*, the actual broadcast of commercials sold) or delivered by the Station prior to the Effective Time.

“Accrued Bonus Amount” has the meaning set forth in Section 2.08(c).

“Active Employees” has the meaning set forth in Section 8.01(a).

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly controls or is controlled by, or is under common control with, such Person. The term “control” (including its correlative meanings “controlled” and “under common control with”) shall mean

possession, directly or indirectly, of power to direct or cause the direction of management or policies of a Person (whether through ownership of such Person's securities or partnership or other ownership interests, or by Contract or otherwise); provided, that News Corporation and its Subsidiaries shall not be considered Affiliates of Fox.

"Aging Report" has the meaning set forth in Section 6.02(a).

"Agreement" has the meaning set forth in the Preamble.

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

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

"AR Account" has the meaning set forth in Section 6.02(a).

"Assumed Contracts" has the meaning set forth in Section 2.01(c).

"Assumed Liabilities" has the meaning set forth in Section 2.03.

"Assumed Multicast Agreements" has the meaning set forth in Section 2.01(e).

"Assumed MVPD Contracts" has the meaning set forth in Section 2.01(d).

"Balance Sheet Date" has the meaning set forth in Section 3.15.

"Bargaining Agreements" has the meaning set forth in Section 3.11(a).

"Broadcast Cash Flow" means operating income in the applicable Financial Statements (a) minus cash payments made in respect of obligations relating to Program Rights during such period, (b) plus depreciation and amortization (including the amortization of obligations relating to Program Rights, excluding barter rights amortization).

"Business" means the business and operation of the Station exclusive of Corporate Services and Hubs (and shall not include the Other Stations or any of the other businesses or assets not included in the Purchased Assets of Fox or any of its Affiliates). For the avoidance of doubt, "Business" shall mean the business and operation of the Station and the business related to the Purchased Assets and Assumed Liabilities of the Station, and notwithstanding anything to the contrary, shall not include any of the Excluded Assets or Excluded Liabilities.

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

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

“Buyer’s 401(k) Plan” has the meaning set forth in Section 8.02.

“Buyer Disclosure Schedules” means the disclosure schedule of even date herewith delivered by Buyer in connection with the execution and delivery of this Agreement.

“Buyer FSA Plan” has the meaning set forth in Section 8.07.

“Buyer Fundamental Representations” has the meaning set forth in the definition of “Fundamental Representations” in this Section 1.01.

“Buyer Indemnified Parties” has the meaning set forth in Section 12.03.

“Buyer Material Adverse Effect” means any effect, change, condition, fact, development, occurrence or event that, individually or in combination with any other effect, change, condition, fact, development, occurrence or event, does or would reasonably be expected to prevent or delay, interfere with, impair or hinder Buyer (in all cases in any material respect), from consummating the transactions contemplated hereby.

“Buyer MVPD Agreement” has the meaning set forth in Section 4.09.

“Buyer Prorated Amount” has the meaning set forth in Section 2.08(a).

“Cash and Cash Equivalents” means those items which would be required by GAAP to be included as “cash” or “cash equivalents”.

“Channel Sharing Agreement” means a channel sharing arrangement or other similar contractual arrangement that constitutes a channel sharing agreement within the meaning of 47 C.F.R. § 73.3700(a)(5).

“Closing” has the meaning set forth in Section 2.07(a).

“Closing Date” has the meaning set forth in Section 2.07(a).

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

“Collection Period” has the meaning set forth in Section 6.02(a).

“Communications Act” means, collectively, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, and the Children’s Television Act of 1990 (including FCC Rules and any other rules and regulations promulgated under each of the foregoing), in each case, as in effect from time to time.

“Confidentiality Agreement” means that certain Non-Disclosure Agreement, dated September 26, 2017, by and between Sinclair Broadcast Group, Inc. and Fox Television Stations, LLC.

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

“Corporate Services” means services provided by Fox’s or any of its Affiliates’ corporate, legal, treasury, investor relations, insurance, finance, internal audit, accounting, corporate traffic services, national sales, and communications functions.

“Disclosure Schedules” means the disclosure schedules for the Station of even date herewith delivered by Fox in connection with the execution and delivery of this Agreement.

“DOJ” means the United States Department of Justice.

“Effective Time” means 12:01 a.m., New York City time, on the Closing Date.

“Employee(s)” means, individually or collectively, the full-time, part-time and per diem persons employed by Fox or any of its Subsidiaries, as applicable, immediately prior to the Closing who are then engaged in the operation of the Station and who are listed on Section 3.11(b) of the Disclosure Schedules, but shall not include those individuals who are Excluded Employees.

“Employee Plan” means each “employee benefit plan” within the meaning of ERISA Section 3(3), whether or not subject to ERISA, including all equity or equity-based, change in control, bonus or other incentive compensation, disability, salary continuation, employment, consulting, indemnification, severance, retention, retirement, pension, profit sharing, savings or thrift, deferred compensation, health or life insurance, welfare employee discount or free product, vacation, sick pay or paid time off agreements, arrangements, programs, plans or policies, and each other material benefit or compensation plan, program, policy, Contract, agreement or arrangement, whether written or unwritten.

“Employment Commencement Date” has the meaning set forth in Section 8.01(a).

“Enforceability Exceptions” has the meaning set forth in Section 3.02(b).

“Environmental Laws” means any Law concerning the regulation or protection of the environment, pollution, contamination, natural resources, or human health or safety (relating to exposure to Hazardous Substances) or the Release, use, treatment, storage, disposal, handling, shipment, distribution, sale or manufacture of or exposure to Hazardous Substances.

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

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

“Estimated Prorations Adjustment” means, with respect to the Estimated Settlement Statement, an amount equal to the Buyer Prorated Amount minus the Seller Prorated Amount, which amount shall be expressed as a positive or negative number.

“Estimated Settlement Statement” has the meaning set forth in Section 2.08(d).

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Excluded Assets” has the meaning set forth in Section 2.02.

“Excluded Contracts” has the meaning set forth in Section 2.02(k).

“Excluded Employee(s)” means (a) any employee of Fox or any of its Affiliates, as applicable, whose principal work location is not the Station or a majority of whose employment responsibilities relate to Corporate Services, a Hub or any Other Station, in each case as of immediately prior to the date of this Agreement, and (b) the individuals denoted on Section 3.11(b) of the Disclosure Schedules as “Excluded Employees.”

“Excluded Environmental Liabilities” has the meaning set forth in Section 2.03(c).

“Excluded Liabilities” has the meaning set forth in Section 2.04.

“Excluded FTS IP” means the Intellectual Property identified on Section 1.01(a) of the Disclosure Schedules and licensed to Buyer under the Excluded FTS IP and Shared Programming License Agreement.

“FAA” means the United States Federal Aviation Administration.

“FCC” means the Federal Communications Commission.

“FCC Application” has the meaning set forth in Section 7.01(b).

“FCC Consent” means the FCC’s initial consent to the assignment of each of the FCC Licenses identified on Section 3.04(a) of the Disclosure Schedules from Fox or any of its Affiliates or assignees to Buyer or any of its Affiliates.

“FCC Licenses” means the FCC licenses, permits and other authorizations, including any temporary waiver or special temporary authorization and any renewals, extensions or modifications thereof, or any transferable pending application therefor, relating to the Station.

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

“Final Prorations Adjustment” means, with respect to the Final Settlement Statement, an amount equal to the Buyer Prorated Amount minus the Seller Prorated Amount, which amount shall be expressed as a positive or negative number.

“Final Settlement Statement” has the meaning set forth in Section 2.08(h).

“Financial Statements” has the meaning set forth in Section 3.15.

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

“Fox 401(k) Plan” means a tax-qualified defined contribution plan established or designated by Fox or any of its Affiliates.

“Fox Fundamental Representations” has the meaning set forth in the definition of “Fundamental Representations” in this Section 1.01.

“Fox Persons” has the meaning set forth in Section 5.03.

“Fox Plan” means each material Employee Plan that Fox or any of its Affiliates sponsors, maintains or contributes to, or is required to maintain or contribute to, for the benefit of any current or former Employee or under or with respect to which Fox or any of its Affiliates has any current or contingent material liability or obligation (including any such obligations under any terminated plan or arrangement) with respect to any current or former Employee, but excluding any Multiemployer Plan. For purposes of determining whether an Employee Plan is an Excluded Asset or Excluded Liability and the amount of any Excluded Assets or Excluded Liabilities hereunder, such determination shall, in each case, be made without reference to the term “material” contained in this definition.

“FTS” means Fox Television Stations, LLC.

“Fundamental Representations” means (a) the representations and warranties set forth in Sections 3.01 (Existence and Power), 3.02 (Authorization; Voting Requirements) and 3.18 (No Brokers) (collectively, “Fox Fundamental Representations”) and (b) the representations and warranties set forth in Sections 4.01 (Existence and Power), 4.02 (Corporate Authorization) and 4.07 (No Brokers) (collectively, “Buyer Fundamental Representations”).

“GAAP” means United States generally accepted accounting principles, as in effect on the Balance Sheet Date, consistently applied.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof, any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any court, tribunal or arbitrator and any self-regulatory organization, whether foreign or domestic and whether national, supranational, state or local.

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

“Hazardous Substance” means any substance, material or waste listed, defined, regulated or classified, including as a “pollutant” or “contaminant” or words of similar meaning or effect, or for which liability or standards of conduct are or may be imposed under any Environmental Law, including polychlorinated biphenyls (PCBs), toxic mold, methyl-tertiary butyl ether (MTBE), asbestos or asbestos-containing materials, lead-based paints, urea-formaldehyde foam insulation, or petroleum or petroleum products (including crude oil or any fraction thereof).

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations thereunder.

“HSR Clearance” has the meaning set forth in Section 3.03.

“Hub” means a single, centralized master-control operations center from which the master-control functions are conducted for two or more broadcast stations, one of which is the Station.

“Inactive Employees” has the meaning set forth in Section 8.01(a).

“Incentive Auction” means that certain broadcast incentive auction conducted by the FCC under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. 112-96 § 6403, 126 Stat. 156, 225-230 (2012)), the results of which were announced by the FCC in the Repack Public Notice.

“Indebtedness” means, with regard to any Person, any liability or obligation, whether or not contingent, (a) in respect of borrowed money or evidenced by bonds, monies, debentures, or similar instruments or upon which interest payments are normally made, (b) for the payment of any deferred purchase price of any property, assets or services, including any earn-outs or similar obligations (but excluding trade payables reflected in the Final Prorations Adjustment and Program Rights Obligations) and obligations under capitalized leases to which Purchased Assets are subject (but excluding obligations under Assumed Contracts), (c) guaranties, direct or indirect, in any manner, of all or any part of any Indebtedness of any Person, (d) all obligations under acceptance, standby letters of credit or similar facilities, (e) all obligations to purchase, redeem, retire, defease or otherwise make any payment in respect of any membership interests, shares of capital stock or other ownership or profit interest or any warrants, rights or options to acquire such membership interests, shares or such other ownership or profit interest, (f) all accrued interest of all prepayment and redemption premiums or penalties (if any) and other monetary obligations in respect of any or all of the obligations referred to in (a) – (e) and (g) all obligations referred to in (a) – (f) of a third party secured by any Lien on property or assets or guaranteed by such Person.

“Indemnified Party” has the meaning set forth in Section 12.04(a).

“Indemnifying Party” has the meaning set forth in Section 12.04(a).

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

“IRS” means the United States Internal Revenue Service.

“Knowledge of the Selling Parties” means the actual personal knowledge of (a) the CEO of Fox, the CFO of Fox and the General Counsel of Fox and (b) the General Manager and the Chief Engineer for the Station.

“Law” means United States (federal, state, local and including the common law) or foreign law, constitution, treaty, statute, ordinance, regulation, rule, code, Order, judgment, injunction, writ or decree.

“Leased Real Property” has the meaning set forth in Section 3.07(a).

“Lien” means, with respect to any property or asset, any mortgage, lien, pledge, charge, easement, right of way, restrictive covenant, encroachment, security interest or encumbrance of any kind whatsoever, whether voluntarily incurred or arising by operation of Law or otherwise, in respect of such property or asset.

“Losses” has the meaning set forth in Section 12.02.

“Market” means the Nielsen Designated Market Area encompassing the Station.

“Marks” has the meaning set forth in the definition of “Intellectual Property.”

“Material Adverse Effect” means any effect, change, condition, fact, development, occurrence or event that, individually or in the aggregate, (a) has had or would reasonably be expected to have a material adverse effect on the financial condition, business, assets, liabilities, operations or results of operations of the Station, taken as a whole, or (b) does or would

reasonably be expected to prevent or delay, interfere with, impair or hinder Fox or its Affiliates (in all cases in any material respect) from consummating the transactions contemplated hereby, excluding in the case of (a) above, any effect, change, condition, fact, development, occurrence or event to the extent resulting from or arising out of (i) general economic or political conditions in the United States or any foreign jurisdiction or in securities, credit or financial markets, including changes in interest rates and changes in exchange rates, (ii) changes or conditions generally affecting the industries, markets or geographical areas in which the Station operates, (iii) outbreak or escalation of hostilities, acts of war (whether or not declared), terrorism or sabotage, or other changes in geopolitical conditions, including any material worsening of such conditions threatened or existing as of the date hereof, (iv) any epidemics or natural disasters (including hurricanes, tornadoes, floods or earthquakes), (v) any failure by the Business to meet (x) any internal or published (including analyst) projections, expectations, forecasts or predictions in respect of the revenue, earnings or other financial performance or results of operations of the Business, or (y) internal budgets, plans or forecasts of its revenue, earnings or other financial performance or results of operations (provided, that, in each case, the underlying effect, change, condition, fact, development, occurrence or event giving rise to or contributing to such failure may be considered), (vi) changes in GAAP or the interpretation thereof or the adoption, implementation, promulgation, repeal, modification, amendment, reinterpretation, change or proposal of any Law applicable to the operation of the Business, (vii) the taking of any action by Fox or its Affiliates expressly required by, or their failure to take any action expressly prohibited by, this Agreement, or the taking of any action at the written request of Buyer, (viii) the renegotiation of the Station's network agreements or, to the extent Excluded Assets, retransmission consent agreements, and (ix) other than with respect to the representations and warranties set forth in Section 3.03 and the conditions set forth in Section 10.03(a) to the extent relating to such representations and warranties, the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, or the public announcement or pendency of this Agreement or the transaction contemplated hereby, including any resulting loss or departure of Employees, or the termination or reduction (or potential reduction) or any other resulting negative development in the Business' relationships, contractual or otherwise, with any of its advertisers, customers, suppliers, distributors, licensees, licensors, lenders, business partners, employees or regulators, including the FCC; provided, that, in the cases of clauses (i), (ii), (iii), (iv) and (vi), any effect, change, condition, fact, development, occurrence or event may be considered if (but only to the extent) it disproportionately affects the Station relative to other participants in the industry in which the Station operates.

"Material Contracts" has the meaning set forth in Section 3.08(a).

"Multicast Agreement" means any Contract relating to licensing or other acquisition of programming for exhibition on the Station's digital multicast or non-primary programming streams.

"Multiemployer Plan" means a multiemployer pension plan, within the meaning of Sections 3(37) or 4001(a)(3) of ERISA, to which Fox or any of its Affiliates, as applicable, contribute or are required to contribute to, as it relates to the Station, or under which Fox or any of its Affiliates, as applicable, have or may have any liability or obligation under, on behalf of

current or former employees of Fox or any of its Affiliates, as applicable, as it relates to the Station.

“Multi-Station Contract” has the meaning set forth in Section 2.09(a).

“MVPD” means any multi-channel video programmer distributor, as defined under the rules of the FCC.

“Notice of Disagreement” has the meaning set forth in Section 2.08(h).

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

“Other Stations” means any broadcast station or business unit of Fox or any of its Affiliates other than the Station.

“OTT Agreement” means any Contract for OTT Transmission, excluding (i) any retransmission by MVPDs on an authenticated basis (including, for the avoidance of doubt, pursuant to TVE Agreements) to their MVPD system subscribers and (ii) any retransmission by MVPDs to their subscribers using facilities-based IPTV.

“OTT Transmission” means the retransmission of the Station’s linear video programming streams to viewers by means of the Internet or other Internet Protocol (IP)-based transmission path.

“Owned Real Property” has the meaning set forth in Section 3.07(a).

“Permitted Liens” means, as to any Purchased Asset (a) Liens for Taxes, assessments, governmental levies, fees or charges not yet due and payable or which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been made; (b) mechanics’, carriers’, workers’, repairers’ and similar statutory Liens arising or incurred in the ordinary course of business with respect to amounts not yet due and payable or which are being contested in good faith by appropriate proceedings and for which appropriate reserves have been made; (c) in the case of Real Property, zoning, entitlement, building codes and other land use regulations, ordinances or legal requirements imposed by any Governmental Authority having jurisdiction over real property that are not materially violated by any existing improvement or that do not prohibit the use of the Real Property as currently used; (d) all rights relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or above real property that do not materially interfere with the use thereof as currently used in connection with the Business; (e) all matters disclosed as a “Permitted Lien” in the Disclosure Schedules; (f) any state of facts which an accurate survey of real property would disclose and which, individually or in the aggregate, do not either (i) materially impair the continued use of such real property in substantially the same manner as it is currently used by such Person or (ii) render title unmarketable; (g) restrictive covenants, easements and other similar matters of record disclosed by any title insurance

commitment or title insurance policy for any such real property issued by a title company, none of which individually or in the aggregate materially impair the continued use of such real property for substantially the purposes of which it is used in connection with the Business; (h) statutory Liens in favor of lessors arising in connection with any real property subject to the Real Property Leases; (i) grants of non-exclusive licenses or other non-exclusive rights with respect to Intellectual Property that do not secure Indebtedness; and (j) Liens, other than Liens for monetary obligations, that, individually or in the aggregate, do not, and would not reasonably be expected to, materially detract from the value of any of the Purchased Assets, or materially interfere with the use thereof as currently used in connection with the Business.

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

“Post-Closing Tax Period” means any Tax period (or portion thereof) beginning on or after the Closing Date.

“Pre-Closing Tax Period” means any Tax period (or portion thereof) ending prior to the Closing Date.

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

“Proceeds” has the meaning set forth in Section 12.05(a).

“Program Rights” means all rights of the Station to broadcast television programs, shows, films or other programming materials as part of the Station’s programming, including all film and program barter agreements, sports rights agreements, news rights or service agreements, affiliation agreements and syndication agreements.

“Program Rights Obligations” means all obligations in respect of the purchase, use, licenses or acquisition of Program Rights used in the ordinary course of the operation of the Station consistent with past practice.

“Prorated Assumed Liabilities” has the meaning set forth in Section 2.08(a).

“Prorated Purchased Assets” has the meaning set forth in Section 2.08(a).

“Purchased Assets” has the meaning set forth in Section 2.01.

“Purchased Intellectual Property” has the meaning set forth in Section 2.01(h).

“Purchased IT Assets” has the meaning set forth in 2.01(m).

“Purchase Price” has the meaning set forth in Section 2.06.

“R&W Insurance Policy” has the meaning set forth in Section 5.07.

“Real Property” has the meaning set forth in Section 3.07(a).

“Real Property Leases” has the meaning set forth in Section 3.07(a).

“Release” means any release, threatened release, spill, emission, leaking, seepage, escape, dumping, injection, pumping, pouring, emptying, deposit, disposal, discharge, dispersal, leaching or migration into or through the environment (including ambient air, surface water, groundwater, land surface or subsurface strata).

“Remitted Payment(s)” has the meaning set forth in Section 6.02(b).

“Repack” means the reassignment of broadcast television stations to new channels conducted in connection with the Incentive Auction.

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

“Representatives” means, with respect to any Person, its Affiliates and its and their officers, directors, agents, control persons, employees, consultants and other professional advisers.

“Retained Names and Marks” means all (a) Marks containing or incorporating the term “Fox”, (b) other Marks owned by Fox or any of its Affiliates (other than Marks included in the Purchased Intellectual Property) and (c) Marks (including acronyms of any of the foregoing) that are confusingly similar to or dilutive of any of the foregoing.

“Return Deadline” has the meaning set forth in Section 8.01(a).

“Revenue Leases” means those material leases, subleases, licenses or other occupancy agreements used in the operations of the Station (including any and all assignments, amendments and other modifications of such leases, subleases, licenses and other occupancy agreements), pertaining to the use or occupancy of the Owned Real Property or Leased Real Property (including towers or space on towers) where Fox or any of its Affiliates holds an interest as landlord, licensor, sublandlord or sublicensor.

“Seller Employees” has the meaning set forth in Section 6.06.

“Seller FSA Plan” has the meaning set forth in Section 8.07.

“Seller Indemnified Parties” has the meaning set forth in Section 12.02.

“Seller Prorated Amount” has the meaning set forth in Section 2.08(a).

“Settlement Statement” has the meaning set forth in Section 2.08(e).

“Sharing Agreement” has the meaning set forth in Section 3.04(d).

“Solvent” has the meaning set forth in Section 4.12.

“Specified Payment(s)” has the meaning set forth in Section 6.02(a).

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

“Straddle Period” has the meaning set forth in Section 9.04(c).

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

“Surveys” has the meaning set forth in Section 6.05.

“Tangible Personal Property” has the meaning set forth in Section 3.06(a).

“Tax” or “Taxes” means any tax, including gross receipts, profits, sales, use, occupation, value added, ad valorem, transfer, franchise, withholding, payroll, employment, capital, goods and services, gross income, business, environmental, severance, service, service use, unemployment, social security, national insurance, stamp, custom, excise or real or personal property, alternative or add-on minimum or estimated taxes, or other like assessment or charge, together with any interest, penalty, addition to tax or additional amount imposed by any Tax authority with respect thereto, whether disputed or not, and including any obligation to indemnify or otherwise assume or succeed to the Tax liability of any other Person.

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

“Termination Date” has the meaning set forth in Section 11.01(b)(i).

“Title Commitments” has the meaning set forth in Section 6.05.

“Towers” means all antenna support structures, including any guy anchors and guy wires, used or useful in connection with the operation of the Station, and all transmitter buildings or transmitter building space corresponding thereto.

“Tradeout Agreement” means any Contract, other than film and program barter agreements, pursuant to which Fox or any of its Affiliates has agreed to sell or trade commercial air time or commercial production services of the Station in consideration for any property or service in lieu of or in addition to cash.

“Trade Secrets” has the meaning set forth in the definition of “Intellectual Property.”

“Transfer Taxes” means all excise, sales, use, value added, registration stamp, recording, documentary, conveying, franchise, property, transfer, gains and similar Taxes, levies, charges and fees.

“Transferred Employee(s)” has the meaning set forth in Section 8.01(a).

“Transition Services” means the services provided under the Transition Services Agreement substantially in the form attached hereto as Exhibit B.

“TVE Agreement” means any Contract granting rights with respect to retransmission by an MVPD on an authenticated basis to such MVPD’s system subscribers via OTT Transmission.

“WARN Act” has the meaning set forth in Section 8.09.

Section 1.02 Terms Generally.

(a) The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any Contract are to that Contract as amended, modified or supplemented (including by waiver or consent) from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person.

(b) References to Articles, Sections, Exhibits, Disclosure Schedules and Buyer Disclosure Schedules are to Articles, Sections, Exhibits, Disclosure Schedules and Buyer Disclosure Schedules of this Agreement unless otherwise specified. All Exhibits, Disclosure Schedules and Buyer Disclosure Schedules attached hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit, Disclosure Schedule or Buyer Disclosure Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. References to any statute shall be deemed to refer to such statute and to any rules or regulations promulgated thereunder.

(c) Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. The definitions contained in this Agreement are applicable to the masculine as well as to the feminine and neuter genders of such term.

(d) References herein to “\$” or dollars will refer to United States dollars, unless otherwise specified.

(e) References from or through any date mean, unless otherwise specified, from and including such date or through and including such date, respectively. References to any period of days will be deemed to be to the relevant number of calendar days unless otherwise specified. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day.

(f) In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

ARTICLE II

PURCHASE AND SALE

Section 2.01 Purchase and Sale. Pursuant to the terms and subject to the conditions of this Agreement, Buyer shall purchase and Fox shall cause to be sold, conveyed, transferred, assigned and delivered, to Buyer at the Closing, free of all Liens other than Permitted Liens, all of the right, title and interest of Fox and its Affiliates in, to and under all of the assets, Contracts and properties that are used primarily in the Business or operations of the Station or located at the Station, whether tangible or intangible, other than the Excluded Assets, as the same shall exist on the date of this Agreement, and to the extent not disposed of in accordance with Section 5.01, and all similar assets, Contracts and properties acquired by Fox or any of its Affiliates between the date hereof and the Closing in accordance with Section 5.01 to the extent located at or used primarily in the Business or operations of the Station (collectively, the “Purchased Assets”), in each case, including:

- (a) all Owned Real Property and Real Property Leases;
- (b) all Tangible Personal Property, except for any retirements or dispositions thereof made between the date hereof and Closing in accordance with Section 5.01;
- (c) all rights under all Contracts used in the Business or operations of the Station to which Fox or any of its Affiliates is a party that (i) are required to be listed on Section 3.08(a) of the Disclosure Schedules, (ii) are not required by the terms thereof to be listed on Section 3.08(a) of the Disclosure Schedules if used primarily in connection with the Business or operations of the Station, (iii) are expressly referenced in other subsections of this Section 2.01, or (iv) are entered into after the date hereof by Fox or any of its Affiliates pursuant to the terms and subject to the conditions of Section 5.01 to the extent used primarily in connection with the Business or operations of the Station (collectively, the “Assumed Contracts”) with the understanding that Assumed Contracts shall in no event include Excluded Contracts;
- (d) all rights under any Contract with any MVPD solely to the extent such Contract is listed on Section 2.01(d) of the Disclosure Schedules (the “Assumed MVPD Contracts”);

(e) all rights under any Multicast Agreement solely to the extent such Contract is listed on Section 2.01(e) of the Disclosure Schedules (the “Assumed Multicast Agreements”);

(f) all prepaid expenses and deposits (other than prepaid income Taxes) to the extent that Fox receives an appropriate credit in the Buyer Prorated Amount;

(g) all of the rights, claims, credits, causes of action or rights of set-off of Fox or any of its Affiliates against third parties relating to the Purchased Assets, including unliquidated rights under manufacturers’ and vendors’ warranties, in each case whether or not Buyer or any of its Affiliates incurs Losses relating thereto;

(h) all Intellectual Property used primarily in the Business or operations of the Station and rights in and to the call letters used in the operation of the Business (the “Purchased Intellectual Property”);

(i) all Internet web sites and social media accounts and related agreements, content and databases and domain name registrations and social media account names/handles used primarily in the Business or operations of the Station including as set forth on Section 3.10(a) of the Disclosure Schedules;

(j) the FCC Licenses, along with all other transferable Governmental Authorizations issued by any Governmental Authority (other than the FCC Licenses) used primarily in the Business or operations of the Station;

(k) all prepayments under advertising sales contracts for committed air time for advertising on the Station that has not been aired prior to the Closing Date;

(l) to the extent relating primarily to the Business or operations of the Station, all information and data, sales and business records, books of account, files, invoices, inventory records, general financial, accounting and real and personal property and sales and use Tax records (but excluding all other Tax records), personnel and employment records for Transferred Employees (to the extent permitted by Law) and all engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present and former suppliers and lists of present and former customers, quality control records and manuals, blueprints, litigation and regulatory files, and all other books, documents and records (including all electronic data relating to the Station, including current and historical electronic data relating to the Station’s traffic and historical financial information wherever that information is located);

(m) to the extent relating primarily to the Business or operations of the Station, all management and other information technology systems (including computers and peripheral equipment), platforms, databases, software (including source code), hardware, computer disks, and similar assets, and all licenses and rights in relation thereto (“Purchased IT Assets”); and

(n) all other items listed on Section 2.01(n) of the Disclosure Schedules.

Section 2.02 Excluded Assets. The following assets and properties of Fox and/or its Affiliates (the “Excluded Assets”) shall not be acquired by Buyer and are excluded from the Purchased Assets:

- (a) all of the Cash and Cash Equivalents of Fox or any of its Affiliates;
- (b) all bank and other depository accounts of Fox or any of its Affiliates;
- (c) insurance policies relating to the Station, and all claims, credits, causes of Proceeding or rights, including rights to insurance proceeds, thereunder;
- (d) any refunds of Taxes for Pre-Closing Tax Periods (whether received in cash or used to offset Taxes for a Post-Closing Tax Period);
- (e) any cause of action or claim relating to any event or occurrence prior to the Effective Time (other than as specified in Section 2.02(e) of the Disclosure Schedules) to the extent such cause of action or claim does not affect or relate to the Business of the Station following Closing;
- (f) all Accounts Receivable;
- (g) intercompany accounts receivable and intercompany accounts payable of Fox or any of its Affiliates;
- (h) all (i) books, records, files and papers, whether in hard copy or computer format, relating to the preparation of this Agreement or the transactions contemplated hereby, (ii) all minute books and company records of Fox or any of its Affiliates and (iii) duplicate copies of records of the Station;
- (i) all rights of Fox or any of its Affiliates arising under this Agreement, the Ancillary Agreements or the transactions contemplated hereby and thereby;
- (j) any Purchased Asset sold or otherwise disposed of prior to Closing as permitted under Section 5.01;
- (k) Contracts that are not Assumed Contracts (including Contracts listed on Section 2.02(k) of the Disclosure Schedules) (collectively, the “Excluded Contracts”);
- (l) other than as specifically set forth in Article VIII, any Employee Plan and any assets of any Employee Plan sponsored by Fox or any of its Affiliates including any amounts due to such Employee Plan from Fox or any of its Affiliates;
- (m) all Tax records, other than real and personal property and sales and use Tax records;
- (n) those assets which are listed on Section 2.02(n) of the Disclosure Schedules;

(o) each of Fox's and its Affiliates' right, title and interest in and to (i) the Retained Names and Marks, (ii) all URLs and internet domain names consisting of or containing any of the foregoing, and (iii) any variations or derivations of, or marks confusingly similar to, any of the foregoing, including the Excluded FTS IP;

(p) any rights under any non-transferable shrink-wrapped or click-wrapped licenses of computer software and any other non-transferable licenses of computer software used in the operations of the Station;

(q) all capital stock or other equity securities of Fox or any of its Affiliates and all other equity interests in any entity that are owned beneficially or of record by Fox or any of its Affiliates;

(r) (i) any Contracts for cable or satellite transmission or retransmission of the Station with any MVPD (other than Assumed MVPD Contracts), (ii) any OTT Agreements and (iii) any Multicast Agreements (other than Assumed Multicast Agreements), with respect to the Station;

(s) those assets located at a Hub or used primarily in connection with the provision of Corporate Services;

(t) any rights in respect of any Channel Sharing Agreement, including an intra-company Channel Sharing Agreement relating to the Station prior to Closing;

(u) any equipment of Seller or any of its Affiliates; and

(v) all other assets of Fox or any of its Affiliates to the extent not located at or used primarily in the operations of the Station.

Section 2.03 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, at the Closing, Buyer will assume, pay and perform only the following liabilities of Fox and its Affiliates (the "Assumed Liabilities") and no others:

(a) the liabilities and obligations arising with, or relating to, the Business of the Station (including the owning or holding of the Purchased Assets) on and after the Effective Time;

(b) any liability or obligation to the extent of the amount of credit received by Buyer under Section 2.08(a);

(c) all liabilities and obligations relating to the Business or the Purchased Assets arising under Environmental Laws or related to Hazardous Substances, whether or not presently existing, except for such liabilities or obligations that are required to be disclosed on Section 3.09 of the Disclosure Schedules in order for the representations and warranties contained in Section 3.09 to be true and correct as of the date hereof, but which are not so disclosed on such schedule as of the date hereof (collectively, "Excluded Environmental Liabilities");

(d) any Tax liability or obligation for a Post-Closing Tax Period (including any Taxes allocable under Section 9.04(d) to the portion of any Straddle Period beginning on the Closing Date) with respect to the Purchased Assets (except as expressly provided for in Section 9.02); and

(e) all liabilities with respect to Transferred Employees arising after the Effective Time, or in the case of Inactive Employees, on and after the Employment Commencement Date, (except in all cases (i) (x) for any and all liabilities or obligations relating to, triggered by, accruing or arising as a result of the transactions contemplated hereby or contemplated by the Contract set forth on Section 3.04(c) of the Disclosure Schedules that are due and payable on or prior to the Closing Date or the Employment Commencement Date, whichever is later, or (y) any liabilities relating to any retention or stay bonus or similar payment to which a Transferred Employee is entitled as of the Closing Date that will become due and payable following the Closing Date or the Employment Commencement Date (whether or not the employment of such Transferred Employee is terminated following either such date) or (ii) to the extent prorated in accordance with Section 2.08(c)), and any other liabilities with respect to Transferred Employees, and Fox Plans, as applicable, in each case which are expressly assumed by Buyer under Article VIII.

Section 2.04 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, Buyer shall assume only the Assumed Liabilities at the Closing and neither Buyer nor any of its Affiliates shall assume any other liability or obligation of Fox or any of its Affiliates of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained, performed and discharged by, and remain obligations and liabilities of, Fox or any of its Affiliates (all such liabilities and obligations not being assumed as Assumed Liabilities being herein referred to as the “Excluded Liabilities”), and, notwithstanding anything to the contrary in Section 2.03, each of the following shall be deemed Excluded Liabilities for the purposes of this Agreement:

(a) any liability or obligation under or with respect to any Assumed Contract, Governmental Authorization, Order, Real Property Lease or Revenue Lease required by the terms thereof to be discharged (or in respect of any breach thereof) prior to the Effective Time or as set forth on Section 2.04(a) of the Disclosure Schedules;

(b) any liability or obligation for which Fox or any of its Affiliates has already received or will receive the partial or full benefit of the Purchased Asset to which such liability or obligation relates, but only to the extent of such benefit received;

(c) any liability related to the Indebtedness of Fox or any of its Affiliates, including as set forth on Section 2.04(c) of the Disclosure Schedules;

(d) any liability or obligation relating to or arising out of any of the Excluded Assets;

(e) any liability with respect to Excluded Employees, Employees who are not Transferred Employees, and any former employees of Fox or any of its Subsidiaries that are not Transferred Employees;

(f) any liability or obligation relating to or arising out of any Fox Plan, except to the extent such liability or obligation is expressly assumed by Buyer under Article VIII;

(g) except to the extent prorated in accordance with Section 2.08(c), any liability or obligation relating to the bonuses, vacation, sick time or other paid time off, with respect to the Transferred Employees, that accrues or arises from services performed prior to the Employment Commencement Date;

(h) any Tax liability or obligation (i) for Pre-Closing Tax Periods (including any Taxes allocable under Section 9.04(d) to the portion of any Straddle Period ending on the day prior to the Closing Date) with respect to the Purchased Assets (except as expressly provided for in Section 9.02) or (ii) imposed on or payable by or with respect to Fox or its Affiliates (except as expressly provided in Section 9.02), and with respect to clause (ii), excluding any such liability or obligation relating to the Purchased Assets;

(i) any liability to indemnify, reimburse or advance amounts to any officer, member, Employee or agent of Fox or any of its Affiliates, other than any liability to any Transferred Employee incurred on or after the applicable Employment Commencement Date;

(j) any liability or obligation for (i) (x) any severance, retention, performance or stay bonus or any other compensation payable in connection with the consummation of the transactions contemplated hereby (including any termination of employment in connection therewith) or contemplated by the Contract set forth on Section 3.04(c) of the Disclosure Schedules that is due and payable on or prior to the Effective Time or the Employment Commencement Date, whichever is later, or (y) any liabilities relating to any retention or stay bonus or similar payment to which a Transferred Employee is entitled as of the Closing Date that will become due and payable following the Closing Date or the Employment Commencement Date (whether or not the employment of such Transferred Employee is terminated following either such date), (ii) any claims by or on behalf of Transferred Employees arising during or to the extent relating to periods prior to the Employment Commencement Date, except to the extent taken into account as a proration in accordance with Section 2.08(c), and (iii) the matters set forth in Section 8.10 with respect to equity awards;

(k) the liabilities and obligations arising out of, or with respect to, the Business or the operations of the Station, including the owning or holding of the Purchased Assets, prior to the Effective Time (excluding any liability or obligation expressly assumed by Buyer hereunder), including any Proceeding arising from or related to the period prior to the Effective Time;

(l) all Excluded Environmental Liabilities;

(m) all liabilities and obligations of Fox or any of its Affiliates (i) not related to the Business or the Purchased Assets, or (ii) that are not Assumed Liabilities; and

(n) any liability or obligations of Fox under, or in connection with, this Agreement or any document executed in connection therewith, including the Ancillary

Agreements or the sales process for the Station, including any fees or expenses incurred in connection therewith except as otherwise agreed by the parties.

Section 2.05 Assignment of Contracts and Rights. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to assign any Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Purchased Asset or in any way adversely affect the rights of Buyer or Fox or any of their respective Affiliates thereunder. Buyer and Fox shall use their respective reasonable best efforts to obtain such consents after the execution of this Agreement until each such consent is obtained. If any such consent is not obtained prior to the Closing Date, Buyer and Fox shall use their respective reasonable best efforts to obtain such consent as soon as reasonably practicable after the Closing Date. Buyer and Fox will cooperate in a mutually agreeable arrangement under which Buyer will obtain the benefits and assume the obligations thereunder in accordance with this Agreement, including sub-contracting, sub-licensing, occupancy and use agreements or sub-leasing to Buyer or its Affiliates and enforcement by Fox or its Affiliates for the benefit of Buyer or its Affiliates, as applicable, of any and all rights of Fox and its Affiliates against a third party thereto. Notwithstanding the foregoing, none of Fox, Buyer or any of their respective Affiliates shall be required to pay consideration to any third party to obtain any consent by virtue of this provision, except, in the case of a Real Property Lease, a reasonable consent fee or other consideration or a reimbursement of expenses contemplated by such Real Property Lease or required by the applicable landlord, which such consent fee or other consideration shall be paid one half (1/2) by each of Buyer and Fox. Once such consent, or waiver thereof is obtained following the Closing Date, Fox shall or shall cause its Affiliates to sell, transfer, assign, convey or deliver to Buyer the relevant Purchased Asset to which such consent or waiver relates for no additional consideration, and Fox or such Affiliate shall have no further liability or obligation thereunder (including, for the avoidance of doubt, any obligation to guarantee any of such party's obligations under such agreement).

Section 2.06 Purchase Price. In consideration for the sale of the Purchased Assets, Buyer shall, at the Closing, in addition to assuming the Assumed Liabilities, pay to Fox or its designee an aggregate amount equal to One Hundred Sixty Million Dollars (\$160,000,000) (the "Purchase Price") by wire transfer of immediately available funds pursuant to wire instructions that Fox shall provide to Buyer no later than five (5) Business Days prior to the Closing Date. The Purchase Price payable at the Closing shall be subject to adjustment in accordance with the last sentence of Section 2.08(d).

Section 2.07 Closing.

(a) The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at 10:00 a.m., Eastern Standard Time, at the offices of Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York, 10004, no later than the fifth (5th) Business Day following the date that all of the closing conditions set forth in Article X hereof shall be satisfied or waived (other than those conditions required to be satisfied at or as of Closing, but subject to the satisfaction or waiver of such conditions at

Closing), unless another date, time or place is agreed to in writing by Fox and Buyer (such date, the "Closing Date").

(b) Subject to the terms and conditions set forth in this Agreement, the parties hereto shall consummate the following closing transactions at the Closing:

(i) Buyer shall deliver to Fox:

(1) the certificate described in Section 10.02(c); and

(2) the cash Purchase Price in accordance with Section 2.06 and any applicable Estimated Prorations Adjustment in accordance with Section 2.08(d) by wire transfer of immediately available funds.

(ii) Fox shall deliver to Buyer:

(1) the certificate described in Section 10.03(d);

(2) a duly executed Bill of Sale, substantially in the form attached hereto as Exhibit A;

(3) a duly executed special warranty deed for each Owned Real Property, from Fox or one of its Affiliates, in form and substance reasonably acceptable to Buyer;

(4) release letters and Form UCC-3 termination statements or other appropriate releases from the lenders or other holders of funded Indebtedness of Fox and its Affiliates including as listed on Section 2.07 of the Disclosure Schedules, which with respect to the form UCC-3 termination statements, when filed, release and discharge all Liens on the Purchased Assets, other than Permitted Liens; and

(5) with respect to the Owned Real Property such customary title affidavits as may be reasonably requested by Buyer's title insurance company.

(iii) Buyer shall execute and deliver to Fox and Fox shall execute and deliver to Buyer:

(1) a duly executed Transition Services Agreement, substantially in the form attached hereto as Exhibit B;

(2) a duly executed Assignment and Assumption of FCC Licenses, substantially in the form attached hereto as Exhibit C;

(3) a duly executed Assignment and Assumption of Purchased Intellectual Property, substantially in the form attached hereto as Exhibit D;

(4) a duly executed Assignment and Assumption Agreement, substantially in the form attached hereto as Exhibit E annexed hereto;

(5) a duly executed Assignment and Assumption Agreement for the Real Property Leases, as applicable, substantially in the form attached hereto as Exhibit F, or, in the event that necessary consents to assignment have not been obtained prior to the Closing, appropriate subleases, occupancy or use agreements pursuant to Section 2.05 hereof, in each case in form and substance reasonably satisfactory to Fox and Buyer; and

(6) a duly executed Excluded FTS IP and Shared Programming License Agreement, substantially in the form attached hereto as Exhibit G.

Section 2.08 General Proration.

(a) All Purchased Assets that would be classified as current assets in accordance with GAAP, and all Assumed Liabilities that would be classified as current liabilities in accordance with GAAP, shall be prorated between Buyer and Fox as of the Effective Time, including by taking into account the elapsed time or consumption of an asset during the month in which the Effective Time occurs (respectively, the “Prorated Purchased Assets” and the “Prorated Assumed Liabilities”). Such Prorated Purchased Assets and Prorated Assumed Liabilities relating to the period prior to the Effective Time shall be for the account of Fox and those relating to the period on and after the Effective Time for the account of Buyer and shall be prorated accordingly. In accordance with this Section 2.08, (i) Buyer shall be required to pay to Fox the amount of any Prorated Purchased Asset previously paid for by Fox or any of its Affiliates, to the extent Buyer will receive a current benefit on and after the Effective Time with the understanding that such amount should not have been recognized as an expense in accordance with GAAP prior to the Effective Time (the “Buyer Prorated Amount”); and (ii) Fox shall be required to pay to Buyer the amount of any Prorated Assumed Liabilities to the extent they arise with respect to the operation of the Station prior to the Effective Time and are not assumed or paid for by Fox or its Affiliates (the “Seller Prorated Amount”). Such payment by Buyer or Fox, as the case may be, shall be made within ten (10) Business Days after the Final Settlement Statement becomes final and binding upon the parties.

(b) The prorations contemplated by this Section 2.08 shall include all FCC regulatory fees, utility expenses, liabilities and obligations under Contracts (including Contracts relating to Program Rights), rents and similar prepaid and deferred items, reimbursable expenses and all other expenses and obligations, such as deferred revenue and prepayments and sales commissions, attributable to the ownership and holding of the Purchased Assets or the operation of the Station that straddles the period before and after Effective Time. Notwithstanding anything in this Section 2.08 to the contrary, (i) if, at the Effective Time, the Station has a negative barter balance (*i.e.*, the amount by which the value of air time to be provided by the Station after the Effective Time exceeds the fair market value of corresponding goods and services to be received after such date), there shall be no proration or adjustment, unless the negative barter balance of the Station exceeds Fifty Thousand Dollars (\$50,000), in which event such excess shall be treated as prepaid time sales of Fox, and adjusted for as a proration in Buyer’s favor (in determining barter balances, the value of air time shall be based upon Fox’s average cash rates as of the Effective Time, and corresponding goods and services shall include those to be received by the Station after the Effective Time plus those received by the Station before the Effective

Time to the extent conveyed by Fox to Buyer as part of the Purchased Assets); (ii) there shall be no proration under this Section 2.08 to the extent there is an aggregate positive barter balance with respect to the Tradeout Agreements; (iii) there shall be no proration under this Section 2.08 for Program Rights agreements except to the extent that any payments or performance due under such Program Rights agreements relate to a payment period that straddles the Effective Time; and (iv) proration with respect to Taxes shall be governed exclusively by Section 9.04(d).

(c) The portion of the annual bonuses for the Transferred Employees in respect of service during the year during which the Closing occurs required to be accrued by Fox in accordance with GAAP for periods on or prior to the Closing Date (the “Accrued Bonus Amount”) (which for the avoidance of doubt, shall exclude (x) those severance, retention, performance or stay bonuses payable in connection with the consummation of the transactions contemplated hereby or contemplated by the Contract set forth on Section 3.04(c) of the Disclosure Schedules that are due and payable prior to or at the Effective Time or the Employment Commencement Date, whichever is later, or (y) those retention or stay bonuses or similar payments to which any Transferred Employee is entitled as of the Closing Date that will become due and payable following the Closing Date or the Employment Commencement Date (whether or not the employment of a Transferred Employee is terminated following either such date), each of which shall be an Excluded Liability) shall be included in prorations under this Section 2.08.

(d) At least two (2) Business Days prior to the Closing Date, Fox shall provide Buyer with a statement setting forth the Estimated Prorations Adjustment, together with a schedule setting forth, in reasonable detail, the components thereof, which shall be a good faith estimate of the prorations contemplated by this Section 2.08 (the “Estimated Settlement Statement”). At the Closing, (i) Buyer shall be required to pay to Fox (or its designee) the amount equal to the Estimated Prorations Adjustment if the Estimated Prorations Adjustment is a positive number or (ii) the Purchase Price to be paid by Buyer to Fox shall be reduced by the amount equal to the absolute value of the Estimated Prorations Adjustment if the Estimated Prorations Adjustment is a negative number.

(e) Within one hundred twenty (120) days after the Closing Date, Buyer shall prepare and deliver to Fox a statement setting forth the proposed proration of assets and liabilities in the manner described in this Section 2.08 (the “Settlement Statement”) setting forth the Seller Prorated Amount and the Buyer Prorated Amount, together with a schedule setting forth, in reasonable detail, the components thereof.

(f) Fox shall provide reasonable access (upon reasonable advance notice and during normal business hours) to such employees, books, records, financial statements, and its independent auditors as Buyer or its Affiliates reasonably believe is necessary in connection with its preparation of the Settlement Statement (it being understood and agreed that any such access will not unreasonably disrupt the normal business of Fox).

(g) During the ninety (90) day period following the receipt of the Settlement Statement, Fox’s or its Affiliates’ independent auditors shall be permitted to review and make copies reasonably required of (i) the financial statements relating to the Settlement Statement,

(ii) the working papers relating to the Settlement Statement, (iii) the books and records relating to the Settlement Statement, and (iv) any supporting schedules, analyses and other documentation relating to the Settlement Statement. Without limitation of the foregoing, Buyer shall provide reasonable access (upon reasonable advance notice and during normal business hours) to such employees, books, records, financial statements, and its independent auditors as Fox or its Affiliates reasonably believe is necessary in connection with its review of the Settlement Statement (it being understood and agreed that any such access will not unreasonably disrupt the normal business of Buyer).

(h) Prior to the date that is ninety (90) days following Buyer's delivery of the Settlement Statement, Fox shall provide written notice to Buyer of its agreement or of its disagreement with the Settlement Statement (the "Notice of Disagreement"). If Fox delivers a notice of its agreement with the Settlement Statement delivered by Buyer or fails to deliver a Notice of Disagreement within such ninety (90) day period, the Settlement Statement shall become final and binding upon the parties (and thereby deemed to be the "Final Settlement Statement"). If Fox delivers a Notice of Disagreement, the Notice of Disagreement shall specify in reasonable detail the nature of any disagreement so asserted (including the item and amount of, and reason for, such disagreement). If a Notice of Disagreement is delivered hereunder, then the Settlement Statement (as revised in accordance with the following clauses (i) or (ii) below) shall become the Final Settlement Statement on the earlier of (i) the date Buyer and Fox resolve in writing any differences they have with respect to the matters specified or (ii) the date any disputed matters are finally resolved in writing by the Accounting Firm as provided herein.

(i) During the thirty (30) day period following the delivery of a Notice of Disagreement to Buyer that complies with the preceding paragraphs, Buyer and Fox shall seek in good faith to resolve in writing any differences they may have with respect to the matters specified in the Notice of Disagreement. During such period (i) Buyer and its independent auditors, at Buyer's sole cost and expense, shall be, and Fox and its independent auditors, at Fox's sole cost and expense, shall be, in each case permitted to review and make copies reasonably required of (w) the financial statements reflecting the operation of the Station, in the case of Buyer, and Buyer, in the case of Fox, relating to the Notice of Disagreement, (x) the working papers of Fox, in the case of Buyer, and Buyer, in the case of Fox, and such other party's auditors, if any, relating to the Notice of Disagreement, (y) the books and records of Fox, in the case of Buyer, and Buyer, in the case of Fox, relating to the Notice of Disagreement, and (z) any supporting schedules, analyses and documentation relating to the Notice of Disagreement; and (ii) Fox, in the case of Buyer, and Buyer, in the case of Fox, shall provide reasonable access, upon reasonable advance notice and during normal business hours, to such employees of such other party and such other party's independent auditors, as such first party reasonably believes is necessary in connection with its review of the Notice of Disagreement (it being understood and agreed that any such access will not unreasonably disrupt the normal business of the party providing such access).

(j) If, at the end of such thirty (30) day period, Buyer and Fox have not resolved such differences, Buyer and Fox shall submit to the Accounting Firm for review and resolution any and all matters that remain in dispute and that were properly included in the Notice of Disagreement. Within sixty (60) days after selection of the Accounting Firm, Buyer

and Fox shall submit their respective positions to the Accounting Firm, in writing, together with any other materials relied upon in support of their respective positions. Buyer and Fox shall use reasonable best efforts to cause the Accounting Firm to render a decision resolving the matters in dispute within thirty (30) days following the submission of such materials to the Accounting Firm. The determination of the Accounting Firm, absent fraud or manifest error of the Accounting Firm, shall be final and binding on the parties and enforceable in any court of competent jurisdiction. Except as specified in the following sentence, the cost of any arbitration (including the fees and expenses of the Accounting Firm) pursuant to this Section 2.08 shall be borne by Buyer and Fox in inverse proportion as they may prevail on matters resolved by the Accounting Firm, which proportional allocations shall also be determined by the Accounting Firm at the time it renders its determination. The fees and expenses (if any) of Buyer's independent auditors and attorneys incurred in connection with the review of the Notice of Disagreement shall be borne by Buyer, and the fees and expenses (if any) of Fox's independent auditors and attorneys incurred in connection with their review of the Settlement Statement shall be borne by Fox.

(k) Within ten (10) Business Days after the Settlement Statement becomes the Final Settlement Statement, (i) Buyer shall be required to pay to Fox (or its designee) the amount, if any, by which the Final Prorations Adjustment is higher than the Estimated Prorations Adjustment or (ii) Fox shall pay or cause to be paid to Buyer the amount, if any, by which the Estimated Prorations Adjustment is higher than the Final Prorations Adjustment, as the case may be. All payments made pursuant to this Section 2.08(k) must be made via wire transfer in immediately available funds to an account designated by the recipient party, together with interest thereon at the prime rate (as reported by *The Wall Street Journal* or, if not reported therein, by another mutually-agreeable source) as in effect from time to time from the Closing to the date of actual payment.

(l) Notwithstanding the foregoing, in the event that Fox delivers a Notice of Disagreement, Fox shall pay or cause to be paid to Buyer or Buyer shall pay to Fox, as applicable, within ten (10) Business Days of the receipt of the Notice of Disagreement, by wire transfer in immediately available funds, any undisputed amount owed by Fox or Buyer to the other, as the case may be, together with interest thereto, calculated as described in Section 2.08(k).

Section 2.09 Multi-Station Contracts.

(a) In the event that one or more Other Stations is party to, or has rights or obligations with respect to, an Assumed Contract (each such Assumed Contract, as indicated on Section 3.08(a) of the Disclosure Schedules, a "Multi-Station Contract"), the rights and obligations under such Multi-Station Contract that are assigned to and assumed by Buyer (and included in the Purchased Assets and Assumed Liabilities, as the case may be) shall include only those rights and obligations under such Multi-Station Contract that are applicable to the Station. The rights of each Other Station with respect to such Contract and the obligations of each Other Station to such Contract shall not be assigned to and assumed by Buyer (and shall be Excluded Assets and Excluded Liabilities, as applicable). For purposes of determining the scope of the rights and obligations of the Multi-Station Contracts, the rights and obligations under each Multi-

Station Contract shall be equitably allocated among (1) the Station, on the one hand, and (2) the Other Stations, on the other hand, in accordance with the following equitable allocation principles:

- (i) any allocation set forth in the Multi-Station Contract shall control;
- (ii) if there is no allocation in the Multi-Station Contract as described in clause (i) hereof, then any reasonable allocation previously made by Fox or its Affiliates in the ordinary course of business and disclosed on Section 2.09(a)(ii) of the Disclosure Schedules shall control;
- (iii) if there is no reasonable allocation as described in clause (ii) hereof, then the quantifiable proportionate benefits and obligations to be received and performed, as the case may be, by Fox and Buyer and their respective Affiliates after the Effective Time (to be determined by mutual good faith agreement of Fox and Buyer) shall control; and
- (iv) if there are no quantifiable proportionate benefits and obligations as described in clause (iii) hereof, then reasonable accommodation (to be determined by mutual good faith agreement of Buyer and Fox) shall control.

(b) Subject to any applicable third-party consents, such allocation and assignment with respect to any Multi-Station Contract shall be effectuated, at the election of Fox with the consent of Buyer (not to be unreasonably withheld, conditioned or delayed), by termination of such Multi-Station Contract in its entirety with respect to the Station and the execution of new Contracts with respect to the Station or by an assignment to and assumption by Buyer of the related rights and obligations under such Multi-Station Contract. Buyer and Fox shall use reasonable best efforts to obtain any such new Contracts or assignments to, and assumptions by, Buyer in accordance with this Section 2.09 and Section 2.05; provided, that, completion of documentation of any such allocation under this Section 2.09 is not a condition to Closing.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF FOX

Except as set forth on the Disclosure Schedules (it being agreed that any disclosure of any item in any section or subsection of the schedules hereto shall be deemed to be disclosure only with respect to the section or subsection of the Agreement to which such schedule corresponds and all other sections or subsections of the schedules to which applicability of such disclosure is reasonably apparent on its face), Fox represents and warrants to Buyer as follows:

Section 3.01 Existence and Power. Fox is duly organized, validly existing and in good standing under the laws of the state of its organization. Fox is qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except where the failure to so qualify has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Fox, directly or through one or more of its Affiliates, has

the requisite power and authority to own and hold the Purchased Assets and to directly or indirectly operate the Station as currently operated.

Section 3.02 Authorization; Voting Requirements.

(a) The execution and delivery by Fox of this Agreement and the execution and delivery by Fox and its Affiliates of the Ancillary Agreements (to which Fox or such Affiliate is or will be a party), the performance by Fox and such Affiliates of their obligations hereunder and thereunder (as applicable) and the consummation by Fox and such Affiliates of the transactions contemplated hereby and thereby (as applicable) are within Fox's and such Affiliates' corporate or other organizational power and authority and have been duly authorized and approved by all requisite corporate action by Fox and its Affiliates and (to the extent required) stockholders, and no other corporate or other organizational action on the part of Fox or its Affiliates or stockholders is necessary to authorize and approve the execution, delivery and performance by Fox or its Affiliates, as the case may be, of this Agreement and the Ancillary Agreements (to which Fox or such Affiliate is or will be a party) or the consummation by Fox and its Affiliates of the transactions contemplated hereby and thereby.

(b) This Agreement has been duly executed and delivered by Fox, and the Ancillary Agreements (to which Fox or such Affiliate is or will be a party) will be duly executed and delivered by Fox or such Affiliate. This Agreement (assuming due authorization, execution and delivery by Buyer) constitutes, and each Ancillary Agreement (to which Fox or such Affiliate is or will be a party) will constitute when executed and delivered by Fox or such Affiliate, the legal, valid and binding obligation of Fox or such Affiliate, enforceable against Fox or such Affiliate in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, receivership or other similar Laws relating to or affecting creditors' rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at Law) ("Enforceability Exceptions").

Section 3.03 Governmental Authorization; Non-Contravention. Except as set forth on Section 3.03 of the Disclosure Schedules, the execution, delivery and performance by Fox of this Agreement and by Fox and its Affiliates of each Ancillary Agreement (to which Fox or such Affiliate is or will be a party) and the consummation of the transactions contemplated hereby and thereby require no material action by or in respect of, or filing with or notification to, any Governmental Authority other than the FCC Consent and compliance with any applicable requirements of the HSR Act including, to the extent applicable, the expiration of any waiting periods thereunder ("HSR Clearance"). Assuming the FCC Consent, the HSR Clearance and the authorizations, consents and approvals referred to in Section 3.03 of the Disclosure Schedules are obtained, the execution, delivery and performance by Fox of this Agreement and by Fox or its Affiliates of each Ancillary Agreement do not (a) conflict with or breach any provision of the certificate of incorporation or bylaws of Fox or such Affiliates, (b) conflict with or breach any provision of any Law or Order, (c) require any consent, waiver, notice of or other action by any Person under, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit under, any

provision of any Material Contract (other than any Excluded Contract) or (d) result in the creation or imposition of any Lien, other than any Permitted Lien, on any Purchased Asset, except, in the case of each of clauses (b), (c) and (d), as has not had and would not reasonably be expected to have, individually or in the aggregate, a material effect on the Business or the ownership or use of the Purchased Assets taken as a whole.

Section 3.04 FCC and Programming Distribution Matters.

(a) Section 3.04(a) of the Disclosure Schedules sets forth a correct and complete list of the FCC Licenses and the holders thereof, which FCC Licenses constitute all of the FCC Licenses of the Station. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, the FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated, and have not expired. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and except as set forth on Section 3.04(a) of the Disclosure Schedules, the FCC Licenses (i) have been issued for the full terms customarily issued by the FCC for each class of station, which expire as indicated on Section 3.04(a) of the Disclosure Schedules and (ii) 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.

(b) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and except as set forth on Section 3.04(b) of the Disclosure Schedules, (i) the Station is operated, and since [December 1, 2015]¹, has been operated in compliance with the Communications Act and the FCC Rules and the applicable FCC Licenses, (ii) all material registrations and reports required to have been filed with the FCC relating to the FCC Licenses have been filed (which registrations and reports were accurate in all material respects as of the time such registrations and reports were filed), (iii) all FCC regulatory fees due in respect of the Station have been paid, (iv) the construction of all facilities or changes contemplated by any of the FCC Licenses or construction permits issued to modify the FCC Licenses have been completed to the extent required to be completed as of the date hereof, (v) there are no material applications, petitions, Proceedings or other actions or complaints pending or, to the Knowledge of the Selling Parties, threatened, before the FCC relating to the Station and (vi) neither Fox nor any of its Affiliates has (x) entered into a tolling agreement or otherwise waived any statute of limitations relating to the Station during which the FCC may assess any fine or forfeiture or take any other action or (y) agreed to any extension of time with respect to any FCC investigation or Proceeding relating to the Station. There is not pending, nor, to the Knowledge of the Selling Parties, threatened, any action by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any of the FCC Licenses for main station television broadcast facilities (other than proceedings to amend FCC Rules of general applicability), nor is there 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 Station,

¹ NTD: To the extent signing of this Agreement occurs more than 1 year from the date of the Austin Option Agreement, the applicable look-back periods in this Agreement are to be adjusted forward by 1 year.

Fox or any of its Affiliates with respect to the Station that would reasonably be expected to result in any such action.

(c) Except as set forth on Section 3.04(c) of the Disclosure Schedules, Fox or its Affiliates are qualified under the Communications Laws to transfer, or cause to be transferred, the FCC Licenses to Buyer. To the Knowledge of the Selling Parties, and except as set forth on Section 3.04(c) of the Disclosure Schedules, there are no facts or circumstances relating to the Station that would reasonably be expected to (i) result in the FCC's refusal to grant the FCC Consent or (ii) materially delay the receipt of the FCC Consent. To the Knowledge of the Selling Parties, and except as set forth on Section 3.04(c) of the Disclosure Schedules, there is no reasonable cause to expect that the FCC Application would be challenged or not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Fox, the Business or the FCC Licenses. Neither the entry of Fox into this Agreement nor the consummation of the transactions contemplated hereby will require any grant or renewal of any waiver granted by the FCC applicable to Fox or the Station, individually or taken together.

(d) Except as set forth on Section 3.04(d) of the Disclosure Schedules, none of Fox or its Affiliates, is, with respect to the Station, a party to (i) any local marketing agreement, time brokerage agreement, joint sales agreement, shared services or other similar agreement (collectively, a "Sharing Agreement") or (ii) any Channel Sharing Agreement.

(e) Except as set forth on Section 3.04(e) of the Disclosure Schedules, the Towers owned by Fox are registered to the extent required by Law and all such Towers have been constructed, and are operated and maintained, in compliance in all material respects with the FCC Licenses and all applicable Laws, including the Communications Act, FCC Rules, and those rules and requirements promulgated by the FAA except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. The Station is operating at the effective radiated power authorized under the FCC Licenses within the tolerance permitted by FCC Rules. To the Knowledge of the Selling Parties, the Station does not cause or receive any material interference that is in violation of the Communications Act, FCC Rules or any other applicable Laws.

(f) The Station has not been designated for Repack pursuant to the Repack Public Notice.

(g) Section 3.04(g) of the Disclosure Schedules contains, as of the date hereof, (x) a list of all Station retransmission consent agreements with MVPDs and (y) a list of all of the MVPDs that, to the Knowledge of the Selling Parties, carry the Station outside the Station's Market. Each of Fox and its Affiliates, as the case may be, have timely made retransmission consent elections with respect to the Station and have entered into retransmission consent agreements with respect to each MVPD in the Market. Except as set forth on Section 3.04(g) of the Disclosure Schedules, since [December 1, 2015] and until the date hereof, (i) no such MVPD has provided written notice to Fox or its Affiliates of any material signal quality issue or has failed to respond to a request for carriage or, to the Knowledge of the Selling Parties, sought any form of relief from carriage of the Station from the FCC, (ii) none of Fox or its Affiliates has received any written notice from any such MVPD of such MVPD's intention to delete the

Station from carriage or to change the Station's channel position and (iii) none of Fox or its Affiliates has received written notice of a petition seeking FCC modification of the Market.

Section 3.05 Taxes.

(a) Except as set forth on Section 3.05(a) of the Disclosure Schedules, all material Tax Returns (including sales and use returns) required to have been filed with respect to the Purchased Assets have been filed, all such Tax Returns are correct and complete in all material respects and were prepared in substantial compliance with all applicable Laws, and all material Taxes (whether or not shown on any Tax Return) required to have been paid with respect to the Purchased Assets have been paid.

(b) There are no material Liens against the Purchased Assets in respect of any Taxes, other than Permitted Liens.

(c) Except as set forth on Section 3.05(c) of the Disclosure Schedules, there is no material Proceeding pending or, to the Knowledge of the Selling Parties, threatened in writing by any Governmental Authority for the assessment or collection of any Taxes with respect to the Purchased Assets.

(d) None of Fox or its Affiliates are currently the beneficiary of any extension of time within which to file any material Tax Return with respect to the Purchased Assets, other than any such extension that was obtained in the ordinary course of business consistent with past practice.

(e) There is no material dispute or claim concerning any Tax liability with respect to the Purchased Assets which has been claimed or raised by any Governmental Authority in writing.

(f) None of Fox or its Affiliates have (i) waived any statute of limitations in respect of material Taxes with respect to the Purchased Assets or (ii) agreed to any extension of time with respect to a material Tax assessment or deficiency which extension is currently in effect with respect to the Purchased Assets.

(g) All material 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 that relate to the Purchased Assets have been withheld and paid in full.

(h) No Tax allocation, Tax sharing or Tax indemnity or similar agreement or arrangement, or power of attorney with respect to any Tax matter is currently in force with respect to the Purchased Assets that would bind, obligate or restrict Buyer with respect to the Purchased Assets, other than any such agreement or arrangement contained in a customary commercial agreement entered into in the ordinary course of business that does not relate primarily to Tax.

(i) No written notice or inquiry from any jurisdiction where Tax Returns are not currently filed with respect to the Purchased Assets has been received to the effect that such

filings may have been required or that the Purchased Assets may otherwise be subject to taxation by such jurisdiction.

Section 3.06 Tangible Personal Property.

(a) Section 3.06(a) of the Disclosure Schedules contains a correct and complete list of all material items of equipment, machinery, transmitters, antennas, cables, Towers, vehicles, computers, furniture, fixtures, spare parts and other tangible personal property of every kind and description owned, used, or held for use by Fox or its Affiliates primarily in connection with the operations of the Station, except for any retirements or dispositions thereof made between the date hereof and the Closing in accordance with Article V (the “Tangible Personal Property”).

(b) Except as has not had and as would not reasonably be expected to have, individually or in the aggregate, a material effect on the Business or the ownership or use of the Purchased Assets, Fox or its Affiliates, in respect of the Tangible Personal Property (i) have valid title to all such properties, assets and other rights reflected in its books and records as owned by it free and clear of all Liens (other than Permitted Liens) and (ii) own, have valid leasehold interests in or valid contractual rights to use all of such properties, assets and other rights (in each case except for Permitted Liens). Except as has not had and as would not reasonably be expected to have, individually or in the aggregate, a material effect on the Business or the ownership or use of the Purchased Assets, no other Person other than Fox or its Affiliates has any rights to use the Tangible Personal Property, whether by lease, sublease, license or other instrument.

(c) All Tangible Personal Property (including the Purchased IT Assets) are in good operating condition in all material respects, ordinary wear and tear excepted, and has been maintained in all material respects in accordance with normal industry practice. There has been no failure, breakdown or continued substandard performance of any Purchased IT Asset that has caused a material disruption or interruption in or to the operations of the Station. Except as set forth on Section 3.06(c) of the Disclosure Schedules, the Purchased IT Assets are reasonably sufficient for the immediate and anticipated future needs of the operations of the Station as currently conducted. Fox and its Affiliates have in place industry standard disaster recovery and business continuity plans, procedures and facilities for the Purchased IT Assets and all Intellectual Property that is stored or transmitted via the Purchased IT Assets.

Section 3.07 Real Property.

(a) Section 3.07(a) of the Disclosure Schedules sets forth, as of the date of this Agreement, (i) in Section 3.07(a)(i) thereof, a correct and complete list of all real property (by name and location) that is owned in fee simple by Fox or its Affiliates, in each case for use by the Business (collectively, the “Owned Real Property”), and (ii) in Section 3.07(a)(ii) thereof, a correct and complete list of all Contracts (collectively, “Real Property Leases”) pursuant to which Fox or its Affiliates lease, license or sublicense real property for use by the Business (collectively, the “Leased Real Property” and, together with the Owned Real Property, the “Real Property”).

(b) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a material impact on the ownership or use of the Owned Real Property, Fox and its Affiliates have good and marketable fee simple title to the Owned Real Property, in each case free and clear of all Liens, other than Permitted Liens. None of Fox or its Affiliates is obligated under, nor is 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.

(c) With respect to the Owned Real Property, except as would not reasonably be expected to have, individually or in the aggregate, a material impact on the Business, there is no pending or, to the Knowledge of the Selling Parties, threatened condemnation, eminent domain or taking Proceeding. To the Knowledge of the Selling Parties, there is no private restrictive covenant or governmental use restriction (including zoning) on all or any portion of the Real Property that prohibits or materially interferes with the current use of the Real Property.

(d) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a material impact on the use of the real property subject to a Real Property Lease, (i) Fox and its Affiliates have valid leasehold title to each real property subject to a Real Property Lease sufficient to allow Fox and its Affiliates to conduct the Business as currently conducted, (ii) each Real Property Lease under which Fox or any of its Affiliates leases, subleases or otherwise occupies any real property is valid, binding and in full force and effect, subject to the Enforceability Exceptions and (iii) none of Fox or its Affiliates or, to the Knowledge of the Selling Parties, any other party to such Real Property Lease has violated any provision of, or taken or failed to take any act which, with or without notice, lapse of time, or both, would constitute a default under the provisions of, such Real Property Lease.

(e) None of Fox or its Affiliates, since [January 1, 2016], has received any written notice of any material violation of any material Law affecting the Owned Real Property or the Station's use thereof. Except as set forth in the Revenue Leases, to the Knowledge of the Selling Parties, there is no Person in possession of any Owned Real Property other than Fox or any of its Affiliates.

Section 3.08 Contracts.

(a) Section 3.08(a) of the Disclosure Schedules sets forth, as of the date hereof, a correct and complete list of the following Contracts used in the Business to which Fox or any of its Affiliates is a party or by which any of the Purchased Assets is bound:

(i) any Contract (other than a category of Contract referenced in clauses (ii) through (xxi) (inclusive) below) under which the aggregate payments or receipts for the past twelve (12) months exceeded, or for the following twelve (12) months is expected to exceed, \$200,000;

(ii) any Contract under which payments by or obligations of Fox or such Affiliate, relating to the Business, will be increased in any material respect, accelerated or vested by the occurrence (whether alone or in conjunction with any other event) of any of the transactions contemplated by this Agreement;

(iii) any Contract relating to Program Rights under which it would reasonably be expected that Fox or its Affiliates would make annual payments in excess of \$250,000 per year;

(iv) any network affiliation Contract or Multicast Agreement;

(v) any Contract for cable or satellite transmission or retransmission with MVPDs with respect to the Station;

(vi) any Real Property Lease or Revenue Lease;

(vii) any Contract that grants any Person an option or a right of first refusal, right of first offer or similar preferential right to purchase or acquired, directly or indirectly, any Purchased Assets;

(viii) any Contract involving the sale or purchase of any interest in real property, used or intended to be used in the Business, that has not closed as of the date hereof;

(ix) any mortgage, pledge or security agreement, deed of trust or other instrument granting a Lien (other than Permitted Liens) upon any Purchased Asset, other than those that will be paid off at Closing;

(x) any Contract relating to the Business, that relates to (A) the guarantee (whether absolute or contingent) by Fox or its Affiliates of (x) the performance of any other Person (other than its Affiliates) or (y) the whole or any part of the Indebtedness of any other Person (other than its Affiliates), in each case relating to Indebtedness in an amount in excess of \$500,000 and excluding trade payables arising in the ordinary course of business or (B) any Indebtedness that constitutes an Assumed Liability;

(xi) each Contract that is an acquisition agreement or a divestiture agreement or agreement for the sale, lease or license of any business or properties or assets of the Business (by merger, purchase or sale of assets or stock) entered into since [December 31, 2016], relating to the Business or pursuant to which, in respect of the Business, (x) Fox or its Affiliates have any outstanding obligation to pay after the date of this Agreement consideration in excess of \$500,000 or (y) any other Person has the right to acquire any assets of Fox or its Affiliates after the date of this Agreement with a fair market value or purchase price of more than \$500,000, excluding, in each case, (I) any Contract relating to Program Rights and (II) acquisitions or dispositions of supplies, inventory or products in connection with the conduct of the Business in the ordinary course of business consistent with past practice or of supplies, inventory, products, equipment, properties or other assets that are obsolete, worn out, surplus or no longer used or useful in the conduct of the Business;

(xii) any Contract, including any restrictive covenant Contract, involving compensation to any Employee, or any Contract with an independent contractor or consultant engaged to perform services to the Business in excess of \$200,000 per year (provided, however, that for purposes of this Section 3.08(a)(xii), the term Contract shall not include at-will

Contracts that can be terminated by Fox or one of its Affiliates with notice of thirty (30) days or less without penalty or additional payment);

(xiii) any Contract involving construction, architecture, engineering or other agreements relating to uncompleted construction projects, in each case that involve payments in excess of \$250,000;

(xiv) any Channel Sharing Agreements;

(xv) any Contract relating to the use of the Station's digital bit stream other than in connection with broadcast television services;

(xvi) any Contract for the sale of broadcast time for advertising or other purposes for cash that was not made in the ordinary course of business consistent with past practices;

(xvii) any Contract involving any labor agreement or Bargaining Agreement of Fox or its Affiliates with respect to the Station;

(xviii) any Contract that contains a covenant restricting the ability of Fox or its Affiliates to compete in any material respect in any geographic area or line of business in which the Station operates;

(xix) any Contract involving any partnership or joint venture or similar agreement with another party;

(xx) any Contract that is a Sharing Agreement; and

(xxi) any Multi-Station Contract (other than any category of Contract referenced in clauses (ii) through (xx) (inclusive) above) material to the Business or the Station that is subject to the terms and conditions of Section 2.09 to the extent such Multi-Station Contract is not otherwise set forth in Section 3.08(a) of the Disclosure Schedules.

The Contracts required to be disclosed pursuant to this Section 3.08(a) (other than the Excluded Contracts) are collectively referred to herein as the "Material Contracts."

(b) Fox has provided Buyer a true and complete copy of each Material Contract. Except for any Material Contract that has terminated or expired in accordance with its terms, and except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Material Contract is valid and binding and in full force and effect and, enforceable upon Fox or its Affiliates, as applicable, and to the Knowledge of the Selling Parties, enforceable against the other party or parties thereto in accordance with its terms, subject to the Enforceability Exceptions. Except as set forth on Section 3.08(b) of the Disclosure Schedules and except for breaches, violations or defaults which have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, none of Fox or its Affiliates or, to the Knowledge of the Selling Parties, any other party to a Material Contract, is in violation of or in default under any provision of such

Material Contract. None of Fox or its Affiliates has received any written notice of termination or intent not to renew any Material Contract.

Section 3.09 Environmental. Except as disclosed in Section 3.09 of the Disclosure Schedules, (a) Fox and its Affiliates, with respect to the Business, are and, since [December 1, 2013], have been, in material compliance with all applicable Environmental Laws and Governmental Authorizations required under Environmental Laws, (b) Fox and its Affiliates, with respect to the Business, have timely applied for, been duly issued and maintain all material Governmental Authorizations required under Environmental Laws for the current operations of the Business, Purchased Assets and the Station and no material Proceeding is pending or, to the Knowledge of the Selling Parties, threatened to revoke, modify, suspend or terminate any such Governmental Authorization, (c) with respect to the Station, Purchased Assets or the Business, since [December 1, 2013] (or any time with respect to unresolved matters), no notice of violation or other notice has been received by Fox or its Affiliates alleging any material violation of, or material liability arising out of, any Environmental Law, (d) with respect to the Station, Purchased Assets or the Business, no material Proceeding is pending or, to the Knowledge of the Selling Parties, threatened against Fox or its Affiliates under any Environmental Law or with respect to Hazardous Substances, (e) with respect to the Station, Purchased Assets or the Business, there has been no Release of or exposure of any Person to any Hazardous Substances at, on, under or from the Station, Owned Real Property or Leased Real Property, in each case that has resulted in or would reasonably be expected to result in material costs in connection with an investigation or cleanup by, or other material liability of, Fox or its Affiliates, (f) with respect to the Station, Purchased Assets or the Business, neither Fox nor any of its Affiliates have arranged, by contract, agreement or otherwise, for the transportation, disposal or treatment of Hazardous Substances at or to any location that has resulted in or would reasonably be expected to result in material costs in connection with an investigation or cleanup by, or other material liability of, Fox or its Affiliates, (g) neither Fox nor any of its Affiliates, with respect to the Business, currently own or operate any underground storage tanks located at the Station in violation of Environmental Law or that has resulted in or would reasonably be expected to result in material costs in connection with an investigation or cleanup by, or other material liability of, Fox or its Affiliates, and (h) to the Knowledge of the Selling Parties, no lead-based paint, polychlorinated biphenyls, toxic mold or asbestos containing materials are located at the Station, in each case, that has resulted in or would reasonably be expected to result in material costs in connection with an investigation or cleanup by, or other material liability of, Fox or its Affiliates. Fox has made available to Buyer accurate and complete copies of all environmental assessments, reports, audits and other material documents in its possession or under its reasonable control that relate to Fox's or any of its Affiliates' compliance with Environmental Laws with respect to the Business or the environmental condition of the Purchased Assets or the Station.

Section 3.10 Intellectual Property.

(a) Section 3.10(a) of the Disclosure Schedules contains a correct and complete list of all registered Intellectual Property (and pending applications for registration of Intellectual Property) that is included in the Purchased Intellectual Property, setting forth the owner and registration and application numbers (as applicable). All Purchased Intellectual Property owned by Fox or its Affiliates is free and clear of all Liens, except for Permitted Liens.

To the Knowledge of the Selling Parties, (i) each registration included in the Purchased Intellectual Property is valid and enforceable and (ii) each registration and pending application included in the Purchased Intellectual Property is subsisting. The Purchased Assets include the rights in and to the call letters used in the operation of the Station.

(b) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) the Purchased Intellectual Property and the use of the Purchased Intellectual Property in the Business is not infringing, misappropriating or otherwise violating any Intellectual Property right of any third party and (ii) the Purchased Intellectual Property does not include any content that is libelous, slanderous, or defamatory. Fox and its Affiliates own or have a right to use all Purchased Intellectual Property, and, upon Closing, Buyer shall own, or have the right to use, all Purchased Intellectual Property in all material respects. Each of Fox and its Affiliates exclusively own the Purchased Intellectual Property owned by that Person. None of Fox or its Affiliates have received any written notice of any claims or Proceedings from (nor, to the Knowledge of the Selling Parties, have any claims or Proceedings been threatened by) a third party asserting any of the foregoing or otherwise challenging the right of Fox or its Affiliates to use any of the Purchased Intellectual Property. None of Fox or its Affiliates have infringed, violated or misappropriated since [December 1, 2015], any Intellectual Property right of any other Person, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. To the Knowledge of the Selling Parties, no third party has infringed, violated or misappropriated or is infringing, violating or misappropriating any of the Purchased Intellectual Property in any material respect, and there is no such claim or any Proceedings pending or threatened against any third party by Fox or its Affiliates.

(c) Except for actions or failure to take actions that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Fox and its Affiliates have taken commercially reasonable actions to maintain the (i) Purchased Intellectual Property and (ii) secrecy of the Trade Secrets and other confidential information that are Purchased Intellectual Property. To the Knowledge of the Selling Parties, no material Trade Secrets and other confidential information that are Purchased Intellectual Property have been disclosed to any third party except pursuant to non-disclosure agreements that obligate such third party to keep such Trade Secrets and other confidential information confidential and, to the Knowledge of the Selling Parties, no third party is in breach of any such confidentiality obligations.

(d) Section 3.10(d) of the Disclosure Schedules contains a correct and complete list of all non-transferable computer software (other than shrink-wrapped or click-wrapped licenses) used in the Business or operations of the Station that is an Excluded Asset and that is material to the Business.

Section 3.11 Employees; Labor Matters; Employee Benefit Plans.

(a) Fox and its Affiliates have complied in all material respects with all applicable Laws relating to employment and labor with respect to the Station, including all applicable laws relating to wages, hours, discrimination in employment, harassment, retaliation,

equal opportunity employment, collective bargaining, pay equity, immigration, the WARN Act, workers' compensation, occupational health and safety and the collection and payment of withholding and/or social security Taxes. Except as set forth on Section 3.11(a) of the Disclosure Schedules, as of the date hereof and since [December 1, 2015], there has been no unfair labor practice charge against the Station pending or, to the Knowledge of the Selling Parties, threatened in writing against Fox or its Affiliates by or before the National Labor Relations Board, any state labor relations board or any court or tribunal with respect to any present or former Employee or independent contractor of Fox or any of its Affiliates that had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Since [December 1, 2015], there has not occurred any labor strike, slowdown, lockouts or work stoppage, union organizing campaign or other organizational activity, or labor dispute in respect to the Station except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. None of Fox, any of its Affiliates or the Station is a party to any collective bargaining, memorandum of understanding, union or similar agreement (the "Bargaining Agreements") with respect to the Employees and no union represents Employees (including for the avoidance of doubt, any Employees listed on Section 3.11(b) of the Disclosure Schedules) in connection with their work at the Station. Fox and its Affiliates' classification of each of its employees as exempt or nonexempt has been made in all material respects in accordance with Law. There has been no "mass layoff" or "plant closing" (as defined by the WARN Act) with respect to Fox, any of its Affiliates or the Station within the twelve (12) months prior to Closing.

(b) Fox has made available to Buyer a correct and complete list of all Employees, including (i) name, (ii) job title, (iii) date of hire, (iv) current rate of compensation, (v) details on 2018 bonus opportunity and possible payout; (vi) work location, (vii) employment status (i.e., whether employee is on active or inactive status, the reason for inactive status and employee classification), and (viii) whether such Employee is full-time or part-time and exempt or non-exempt. Such list, redacted to delete current rate of compensation and details on 2018 bonus opportunity and possible payout, is attached as Section 3.11(b) of the Disclosure Schedules.

(c) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, with respect to each Fox Plan: (i) each has been maintained, funded, administrated, and operated in compliance with its terms and all applicable Laws, including ERISA and the Code; (ii) other than routine claims for benefits or as set forth on Section 3.11(c) of the Disclosure Schedules, no Proceedings or disputes are pending or, to the Knowledge of the Selling Parties, threatened by or on behalf of any participant in any Fox Plan, or otherwise involving any Fox Plan or the assets of any Fox Plan; (iii) none of Fox or any of its Affiliates has incurred or is reasonably expected to incur or be subject to any material Tax or other penalty under Section 4980B, 4980D, or 4980H of the Code; (iv) all premiums, contributions, or other payments required to have been made by applicable Law or under the terms of any Fox Plan, or any Contract relating to any Fox Plan as of the Closing have been or will be made; (v) all material reports, returns and similar documents required to be filed with any Governmental Authority or distributed to any plan participant have been duly and timely filed or distributed; and (vi) each Fox Plan that is intended to be qualified under Section 401(a) of the Code has received a determination or opinion letter from the IRS that

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

(d) Except as would not result in liability to Buyer, neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby shall: (i) result in the acceleration of the time of payment or vesting or creation of any rights of any Employee to compensation or benefits under any Fox Plan or otherwise that would be payable by Fox or its Affiliates, as applicable; (ii) result in any payment becoming due, or increase the amount of any compensation due, in each case, to any Employee; (iii) increase any benefits otherwise payable under any Fox Plan; or (iv) result in the payment of any compensation or other payments that would not be deductible under the terms of Section 280G of the Code after giving effect to the transactions contemplated hereby.

(e) Except as set forth on Section 3.11(e) of the Disclosure Schedules, none of Fox or any of its ERISA Affiliates maintains, contributes to, has had an obligation to contribute to, sponsors (or has in the past six years maintained, contributed to, had an obligation to contribute to, or sponsored) a Multiemployer Plan, a “multiple employer plan” within the meaning of Section 210 of ERISA or Section 413(c) of the Code, a “multiple employer welfare arrangement” as such term is defined in Section 3(40) of ERISA or provides group health or death benefits following termination of employment, other than to the extent required by Part 6 of Subtitle B of Title I of ERISA or Section 4980B of the Code or by a comparable state Law. To the Knowledge of the Selling Parties, none of Fox or any of its ERISA Affiliates has withdrawn in any complete or partial withdrawal from any Multiemployer Plan for which there remains any unsatisfied liability. Except as would not result in liability to Buyer, with respect to any Multiemployer Plan set forth on Section 3.11(e) of the Disclosure Schedules, all contributions have been made as required by the terms of the plans, the terms of any collective bargaining agreements and applicable Law and none of Fox or any of its ERISA Affiliates, have received notice of any outstanding claim or demand for withdrawal liability or partial withdrawal liability, or notice that any such plan is, or is expected to be, insolvent, in reorganization or in endangered or critical status, within the meaning of Title IV or Section 305 of ERISA. Section 3.11(e) of the Disclosure Schedules sets forth a correct and complete list of each Fox Plan that is a plan subject to Title IV of ERISA. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) no Fox Plan in which Employees participate is in “at risk status” as defined in Section 430(i) of the Code, (ii) no Fox Plan in which Employees participate has any accumulated funding deficiency within the meaning of Section 412 of the Code or Section 302 of ERISA, whether or not waived and (iii) no liability under Title IV of ERISA has been incurred by Fox or any of its ERISA Affiliates thereof that has not been satisfied in full, and no condition exists that presents a risk to Fox or any of its ERISA Affiliates, as applicable, thereof of incurring or being subject (whether primarily, jointly or secondarily) to a liability (whether actual or contingent) thereunder.

(f) Except as would not result in liability for Buyer, each Fox Plan that constitutes a nonqualified deferred compensation plan subject to Section 409A of the Code has

been operated and administered in compliance, in both form and operation, with the provisions of Section 409A of the Code and the treasury regulations and other generally applicable guidance published by the IRS thereunder, and, to the extent not inconsistent therewith, the Fox Plan's terms. None of Fox or any of its ERISA Affiliates is a party to or otherwise obligated under, any Employee Plan or otherwise, which provides for a gross up of Taxes imposed by Section 409A of the Code.

Section 3.12 Insurance. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each of the insurance policies and arrangements maintained by Fox or its Affiliates relating to the Business or the Station are in full force and effect. All premiums due thereunder either have been paid or are in the process of being paid and Fox or its Affiliates are otherwise in compliance in all material respects with the terms and conditions of all such policies. (a) There is no claim pending under any such insurance policy relating to the Business or the Station as to which coverage has been questioned, denied or disputed by the underwriter of such insurance policy, and (b) none of Fox or its Affiliates has received any written notice regarding any cancellation or invalidation of any such insurance policy, other than such cancellation or invalidation that has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.13 Compliance with Law; Governmental Authorizations. Subject to Section 3.04 with respect to the FCC Licenses, and except as set forth on Section 3.13 of the Disclosure Schedules, Fox and its Affiliates are, and have been since [December 1, 2015], in compliance in all material respects with all Laws and Orders applicable to the Business and, to the Knowledge of the Selling Parties, are not under investigation by any Governmental Authority with respect to any violation of any applicable Law or Order. Except as set forth on Section 3.13 of the Disclosure Schedules, (i) Fox or its Affiliates have all material Governmental Authorizations necessary for the conduct and operation of the Business as presently conducted, and each such Governmental Authorization is in full force and effect, (ii) Fox and its Affiliates are, and have been since [December 1, 2015], in compliance in all material respects with the terms of all Governmental Authorizations necessary for the ownership and operation of the Business and (iii) since [December 1, 2015], none of Fox or Affiliates has received written notice from any Governmental Authority alleging any material conflict with or material breach of any such Governmental Authorization.

Section 3.14 Litigation. (a) Except (x) (i) as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (ii) as is not seeking damages in excess of \$250,000 or injunctive relief and (iii) as would not reasonably be expected to prevent Fox or any of its Affiliates from performing their obligations under this Agreement or otherwise impede, prevent or materially delay the transactions contemplated by this Agreement, or (y) as set forth on Section 3.14 of the Disclosure Schedules, there is no Proceeding pending or, to the Knowledge of the Selling Parties, threatened against Fox or its Affiliates relating to the Business and (b) there is no Order against Fox or its Affiliates relating to the Business.

Section 3.15 Financial Statements. Section 3.15 of the Disclosure Schedules sets forth correct and complete copies of the following financial statements from FTS's internal reporting

system (such financial statements, collectively, the “Financial Statements”): (i) the unaudited balance sheet of the Station and statement of operations with respect to the Station, as of and for the fiscal years ended June 30, 2015, June 30, 2016 and June 30, 2017, and (ii) the unaudited balance sheet of the Station and statement of operations with respect to the Station, as of and for the [] months ended []² (the “Balance Sheet Date”). The Financial Statements (A) have been prepared in a manner consistent with the accounting standards and methodologies used by Twenty-First Century Fox, Inc. in the preparation of its consolidated financial statements which have also been prepared in accordance with GAAP; and (B) fairly present, in all material respects, the financial position and results of operations of the business and operation of the Station as of the dates thereof and for the periods indicated therein (except insofar as such unaudited Financial Statements may omit footnotes and may be subject to potential year-end adjustments that are not expected, either individually or in the aggregate, to be material). Since June 30, 2015, FTS has not changed the allocation methods in any material respect for direct and indirect expenses related to overhead and other functions that are provided on a centralized basis, except as disclosed on Section 3.15 of the Disclosure Schedules. Section 3.15 of the Disclosure Schedules sets forth the Broadcast Cash Flow of the Station, as derived from the Financial Statements for the fiscal years ended June 30, 2015 and June 30, 2016.

Section 3.16 No Undisclosed Liabilities. Except as set forth in Section 3.16 of the Disclosure Schedules, there are no liabilities or obligations of Fox, as they relate to the Business that would be required by accounting standards and methodologies used by Twenty-First Century Fox, Inc. in the preparation of its consolidated financial statements, which have been prepared in accordance with GAAP to be reflected on the balance sheet (including the notes thereto) of the Business, other than (a) liabilities or obligations disclosed, reflected, reserved against or otherwise provided for in the unaudited balance sheet as of the Balance Sheet Date included in the Financial Statements or in the notes thereto or (b) current liabilities or obligations incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date (other than as a result of a breach of Contract, violation of Law or tort).

Section 3.17 Absence of Changes. Since the Balance Sheet Date through the date of this Agreement, except as set forth on Section 3.17 of the Disclosure Schedules, (a) there has not been any effect, change, development or occurrence that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (b) the Station has been operated in the ordinary course of business consistent with past practice and in accordance with the Communications Laws, the FCC Licenses and all other applicable laws in all material respects, and (c) there has not been, in respect of the Business, any action taken by Fox or its Affiliates that, if taken during the period from the date of this Agreement through the Closing without Buyer’s consent, would constitute a breach of, or require consent of Buyer under (i) Sections 5.01(a), 5.01(b), 5.01(c), 5.01(d), 5.01(m), 5.01(o), 5.01(r), 5.01(w) and 5.01(y) or (ii) Section 5.01(z) to the extent related to the foregoing.

Section 3.18 No Brokers. There is no investment banker, broker or finder that has been retained by or is authorized to act on behalf of Fox or the Business who is entitled to any fee or

²

NTD: Balance Sheet Date to be the date of the most recently completed fiscal quarter.

commission from Fox or the Business in connection with the transactions contemplated by this Agreement.

Section 3.19 Related Party Transactions. Except as set forth on Section 3.19 of the Disclosure Schedules, none of Fox or its Affiliates on the one hand, and any of their respective Affiliates on the other hand, are currently party to any Contract that is used primarily in the Business.

Section 3.20 Purchased Assets. Except as set forth on Section 3.20 of the Disclosure Schedules and other than the Excluded Assets, the Purchased Assets (a) include all assets that are owned or leased by Fox or its Affiliates that are used or held for use primarily in the operations of the Station in all material respects as currently operated and (b) together with the rights of Buyer under the Ancillary Agreements, collectively constitute all of the assets sufficient to operate the Station immediately following the Closing in substantially the same manner as currently operated.

Section 3.21 No Additional Representations; Limitations on Warranties. Except for the representations and warranties expressly made by Fox in this Agreement (as modified by the Disclosure Schedules) or in any certificate delivered pursuant hereto, neither Fox nor any other Person makes any express or implied representation or warranty whatsoever or with respect to any information provided or made available in connection with the transactions contemplated by this Agreement, including any information, documentation, forecasts, budgets, projections or estimates provided by Fox or any representation of Fox, including in any “data rooms” or management presentations or the accuracy or completeness of any of the foregoing. Buyer has conducted its own review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and technology of the Business and the Station and acknowledges that Buyer has been provided access to personnel, properties, premises and records of the Business for such purposes. In entering into this Agreement, except for the representations and warranties expressly made by Fox in this Agreement (as modified by the Disclosure Schedules) or in any certificate delivered pursuant hereto and otherwise except as expressly provided herein, Buyer has relied solely upon its independent investigation and analysis of the Business and Buyer acknowledges and agrees that it has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Fox or any other Person that are not expressly set forth in this Agreement (as modified by the Disclosure Schedules) or in any certificate delivered pursuant hereto, whether or not such representations, warranties or statements were made in writing or orally.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Fox as follows:

Section 4.01 Existence and Power. Buyer is duly organized, validly existing and in good standing under the laws of the state of its organization. Buyer has the requisite organizational power and authority to own, lease and operate the properties and assets used in connection with its business as currently being conducted.

Section 4.02 Corporate Authorization.

(a) The execution and delivery by Buyer of this Agreement and the Ancillary Agreements (to which Buyer will be a party), the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby are within Buyer's company powers and have been duly authorized by all requisite organizational action on the part of Buyer.

(b) This Agreement has been, and each Ancillary Agreement (to which Buyer is or will be a party) will be, duly executed and delivered by Buyer. This Agreement (assuming due authorization, execution and delivery by Fox) constitutes, and each Ancillary Agreement (to which Buyer is or will be a party) will constitute when executed and delivered by Buyer, the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions.

Section 4.03 Governmental Authorization. The execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement (to which Buyer is or will be a party) and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with or notification to, any Governmental Authority other than the FCC Consent and the HSR Clearance.

Section 4.04 Noncontravention. Assuming the FCC Consent and HSR Clearance are obtained, the execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement (to which Buyer is or will be a party) do not (a) conflict with or breach any provision of the certificate of incorporation or bylaws of Buyer, (b) conflict with or breach any provision of any Law or Order or (c) require any consent of or other action by any Person under, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit under, any provision of any Contract, except, in the case of each of clauses (b) and (c), as has not had and would not reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

Section 4.05 Absence of Litigation. As of the date hereof, there are no Proceedings pending against or to the knowledge of Buyer, threatened, against Buyer before any Governmental Authority that in any manner challenges or seeks to prevent, enjoin, alter or delay materially the transactions contemplated by this Agreement.

Section 4.06 Qualifications. Buyer is legally, financially and otherwise qualified under the Communications Act and FCC Rules to acquire the FCC Licenses and own and operate the Station. Except arising from or in connection with the matters set forth on Section 4.06(a) and Section 4.06(b) of the Buyer Disclosure Schedules, (a) there are no facts known to Buyer as of the date hereof that would disqualify Buyer as the assignee of the FCC Licenses or as owner and operator of the Station or materially delay grant of the FCC Consent, (b) Buyer has no reason to believe that the FCC Application will be challenged or will not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Buyer or any of its Affiliates or any of their respective officers, directors, shareholders, members or partners and (c) Buyer has no reason to believe that, with respect to itself or its qualifications, any waiver of or exemption,

whether temporary or permanent, from (i) the Antitrust Laws or (ii) any provision of the Communications Act or FCC Rules is necessary for the FCC Consent to be obtained. In respect of Buyer's owned-and-operated broadcast television stations, Buyer or its Affiliates have entered into retransmission consent agreements with respect to each MVPD set forth on Section 4.06(c) of the Buyer Disclosure Schedules.

Section 4.07 No Brokers. There is no investment banker, broker or finder that has been retained by or is authorized to act on behalf of Buyer who is entitled to any fee or commission from Buyer in connection with the transactions contemplated by this Agreement.

Section 4.08 Financing. At Closing, Buyer will have sufficient cash, available lines of credit or other sources of immediately available funds to enable it to make payment of the Purchase Price and any payments due under Section 2.08, all related fees and expenses in connection with the transactions contemplated by this Agreement and any other amounts to be paid by it in accordance with the terms of this Agreement.

Section 4.09 After Acquired MVPD Provisions. With respect to each MVPD listed on Section 4.09 of the Buyer Disclosure Schedules that is party to a Contract for retransmission of the Station, Buyer or its Affiliates is party to a Contract for retransmission with each such MVPD ("Buyer MVPD Agreement") and such Buyer MVPD Agreement provides by its express terms for the carriage of the Station under such Buyer MVPD Agreement, if acquired by Buyer or such Affiliate.

Section 4.10 Compliance with Law. Except for matters that have not had and would not reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect, Buyer is in compliance with all Laws and Orders and, to the knowledge of Buyer, is not under investigation by any Governmental Authority with respect to any violation of applicable Law or Order.

Section 4.11 Projections and Other Information. Buyer acknowledges that, with respect to any projections, forecasts, business plans, budget information and similar documentation or information relating to Fox or any of its Affiliates and the operation of the Station that Buyer has received from Fox or any of its Affiliates, (a) there are uncertainties inherent in attempting to make such projections, forecasts, plans and budgets, (b) Buyer is familiar with such uncertainties, (c) Buyer is making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts, plans and budgets so furnished to it, and (d) Buyer does not have, and will not assert, any claim against Fox or any of its members, officers, Employees, Affiliates or Representatives, or hold Fox or any such Persons liable, with respect to the inaccuracy of any such estimates, projections, forecasts, plans and budgets. Buyer acknowledges that none of Fox, any of its Affiliates or any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Fox or any of its Affiliates, or the transactions contemplated by this Agreement not expressly set forth in this Agreement (as modified by the Disclosure Schedules) or in a certificate delivered pursuant hereto, and none of Fox, any of its 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 information, including any confidential memoranda

distributed on behalf of Fox relating to Fox or any of its Affiliates or other publications or data room information provided to Buyer or its Representatives, or any other document or information in any form provided to Buyer or its Representatives in connection with the sale of the Purchased Assets and the transactions contemplated hereby, except as set forth in this Agreement.

Section 4.12 Solvency. Buyer is not entering into the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors. Immediately after giving effect to all of the transactions contemplated hereby, including the payment of the Purchase Price and assumption of the Assumed Liabilities (assuming the accuracy of the representations and warranties of Fox contained herein), any payments that become due and payable under Section 2.08 and payment of all related fees and expenses, Buyer and its Affiliates will be Solvent. For purposes of this Section 4.12, the term “Solvent” with respect to any Person means that, as of any date of determination, (a) the amount of the fair saleable value of the assets of such Person exceeds, as of such date, the value of all liabilities of such Person, including contingent and other liabilities, as of such date, as such quoted terms are generally determined in accordance with the applicable federal Laws governing determinations of the solvency of debtors, (b) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the business in which they are engaged or proposed to be engaged following such date, and (c) such Person will be able to pay its liabilities, including contingent and other liabilities, as they mature. For purposes of this definition, “not have an unreasonably small amount of capital for the operation of the business in which it is engaged or proposed to be engaged” means that the Person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet their financial obligations as they become due.

ARTICLE V **COVENANTS OF FOX**

Section 5.01 Operations Pending Closing. From the date hereof until the earlier to occur of the Closing and the termination of this Agreement in accordance with Article XI, except as otherwise expressly permitted or expressly contemplated by this Agreement, as set forth in Section 5.01 of the Disclosure Schedules, as consented to in writing in advance by Buyer (such consent not to be unreasonably withheld, conditioned or delayed) or as required by applicable Law, Fox shall (x) conduct the Business in all material respects in the ordinary course of business consistent with past practices (except where such conduct would conflict with the following covenants or with Fox’s other obligations under this Agreement) and (y) use reasonable best efforts to preserve substantially intact the Business, Purchased Assets, relationships with customers, suppliers, employees, distributors, licensors, licensees and others having business dealings related to the Business. Without limiting the generality of the foregoing, from the date hereof until the earlier to occur of the Closing and the termination of this Agreement in accordance with Article XI, unless otherwise expressly permitted or contemplated by this Agreement, as set forth in Section 5.01 of the Disclosure Schedules, or as otherwise consented to in writing in advance by Buyer (such consent not to be unreasonably withheld, conditioned or delayed) or as required by applicable Law, Fox shall, with respect to the Business:

(a) operate the Station in the ordinary course and in all material respects in accordance with the Communications Laws, the FCC Licenses and with all other applicable Laws;

(b) not cause or permit, or agree or commit to cause or permit, by act or failure to act, any of the FCC Licenses to expire or to be revoked, suspended or adversely modified, or fail to take any action that at the time taken or not taken, as applicable, would reasonably be expected to cause the FCC or any other Governmental Authority to institute Proceedings (other than Proceedings of general applicability) for the suspension, revocation or adverse modification of any of the FCC Licenses;

(c) other than (i) in the ordinary course of business consistent with past practice, (ii) for the purpose of disposing of obsolete or worthless assets consistent with past practice or (iii) pursuant to or in accordance with existing Assumed Contracts, in each of cases (i)-(iii) not (x) sell, lease, license or dispose of or agree to sell, lease, license or dispose of any Purchased Assets unless replaced with similar items of substantially equal or greater value and utility or (y) create, assume or permit to exist any Liens upon any Purchased Asset, except for Permitted Liens;

(d) not adopt or publicly propose a plan of complete or partial liquidation or resolutions providing for or authorizing such a liquidation or a dissolution of Fox nor merge into or consolidate with any other entity;

(e) maintain the Tangible Personal Property and the Real Property (including any improvements thereon) in normal operating condition and in conformity in all material respects with all applicable FCC technical regulations, ordinary wear and tear accepted;

(f) (i) upon reasonable written advance notice, give Buyer and its Representatives reasonable access at reasonable, mutually agreed-upon times during normal business hours to the Station, and furnish Buyer with information relating to the Business that Buyer may reasonably request, including access to employees and facilities and information regarding systems, equipment (including documentation and specifications), processes, operations, and other assets related to Transition Services as necessary to assist Buyer in preparing for the operation of the Station following the Closing and the receipt of Transition Services; provided, however, that such access rights shall not be exercised in a manner that unreasonably interferes with the Business, (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 data and including access to the Transferred Employees for training and orientation purposes, to Buyer upon and effective as of the Effective Time, and (iii) permit Buyer to conduct Phase I environmental site assessments or audits of the Real Property (provided, however, that in no event shall Buyer be permitted to conduct sampling of any environmental media, including soil, sediment, groundwater, surface water, air or building material at any Real Property without the prior written consent of Fox, which shall not be unreasonably withheld, delayed or conditioned);

(g) not make or rescind any Tax election with respect to the Purchased Assets, settle or compromise any litigation, Proceeding, investigation or controversy relating to Taxes

with respect to the Purchased Assets, or change the Tax classifications of the Purchased Assets, in each case, to the extent such action would reasonably be expected to materially and adversely affect Buyer or its Affiliates after the Closing;

(h) except as otherwise required by Law, not enter into, renew, renegotiate, or materially amend any (i) employment agreement with an Employee providing for annual compensation in excess of \$200,000 or any severance agreement with such an Employee, or (ii) labor or union agreement or plan, including any Bargaining Agreement, provided, that for the purpose of this Section 5.01(h), amending or renegotiating any Bargaining Agreement to add or alter a notice of sale of assets or successors and assigns clause or provision will be deemed material;

(i) promptly notify Buyer of any attempted or actual collective bargaining organizing activity with respect to the Employees, upon Fox becoming aware of any such activity;

(j) direct all directors, executives and officers of the Station not to communicate, discuss, provide written materials or otherwise represent to the Employees that Buyer will offer employment to or hire any Employees on the same or similar terms and conditions as those set forth in any collective bargaining, memorandum of understanding, union or similar agreement with respect to such Employees;

(k) not hire or terminate the employment of the Station's general manager or any other Employee with annual aggregate non-equity compensation, in excess of \$200,000, excluding any terminations for "cause" as reasonably determined by Fox any of its Affiliates;

(l) not (i) increase the compensation or benefits payable to any Employee, 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 the circumstances in which such severance is payable), except, with respect to clauses (i) and (ii) (A) increases in compensation or benefits in connection with a promotion or an increase in responsibilities in the ordinary course consistent with past practice or pursuant to existing compensation and fringe benefit plans, any Fox Plan, practices and arrangements, (B) increases in base salaries or wages that are made in the ordinary course consistent with past practice to any current Employee with an annual base salary of less than \$200,000; provided, that with respect to any such current Employee with an annual base salary of less than \$200,000 and greater than \$50,000, any such increase must be less than 3.5% per annum of his or her base salary or wages on a per employee basis; and/or (C) as may be required by applicable Law or Contracts;

(m) use reasonable best efforts to maintain the Station's MVPD carriage existing as of the date hereof;

(n) with respect to the Station, except for Contracts which can be terminated by Fox or any of its Affiliates, as applicable, without penalty upon notice of ninety (90) days or less, not (i) enter into any Contract that would have been a Material Contract were Fox or any of its Affiliates, as applicable, a party or subject thereto on the date hereof unless such Contract is entered into in the ordinary course of business consistent with past practice, (ii) renew or amend

in any material respect any Material Contract unless such renewal or amendment is effected in the ordinary course of business consistent with past practice or (iii) terminate or waive any material right under any Material Contract other than in the ordinary course of business (excluding the expiration of any Material Contract in accordance with its terms);

(o) with respect to the Station not enter into any Contract constituting a Sharing Agreement, Multicast Agreement, network affiliation agreement with a third party, OTT Agreement or a Channel Sharing Agreement except in the event that such Contract (i) would constitute an Excluded Asset pursuant to the terms and subject to the conditions of Section 2.02, (ii) would constitute a Multi-Station Contract subject to the terms and conditions of Section 2.09, or (iii) that is entered into in the ordinary course of business consistent with past practice, as permitted by Section 5.01(n);

(p) not change any accounting practices, procedures or methods (except for any change required by reason of a change in GAAP or applicable Law) or maintain its books and records, in each case in a manner other than in the ordinary course of business;

(q) not make or agree or commit to make any capital expenditure in excess of \$500,000 individually and \$1,000,000 in the aggregate, except (i) pursuant to the Station's capital expenditure plan set forth in the Station's annual budget and (ii) for emergency commitments or expenditures;

(r) maintain its qualifications to maintain the FCC Licenses with respect to the Station and not take any action that will materially impair such FCC Licenses or such qualifications;

(s) promote the programming of the Station (both on-air and using third party media) in the ordinary course of business consistent with past practice, taking into account inventory availability;

(t) utilize the Program Rights only in the ordinary course of business consistent with past practice;

(u) perform all of its obligations under the Assumed Contracts, the Revenue Leases and the Real Property Leases in all material respects in a timely manner;

(v) keep in full force and effect the material insurance policies covering the Business or the Station (or other insurance policies comparable in amount and scope);

(w) timely make retransmission consent elections with all MVPDs located in or serving the Market;

(x) not enter into any Contract with any Affiliate or Subsidiary of Fox that constitutes a Purchased Asset or an Assumed Liability;

(y) not apply to the FCC for any construction permit that would restrict in any material respect the Station's operations or make any material changes in the assets of the Station

that is not in the ordinary course of business, except as and only to the extent required by Law; and

(z) not agree, commit or resolve to take any actions inconsistent with the foregoing.

Section 5.02 No-Hire. During the period beginning on the date hereof and ending on the first (1st) anniversary of the Closing Date, Fox will not, directly or indirectly, solicit to employ or hire any Employee who is a Transferred Employee, unless (a) Buyer first terminates the employment of such Employee, (b) such Employee voluntarily terminates without inducement by Fox or its Affiliates, as applicable, or (c) Buyer gives its written consent to such employment or offer of employment; provided, however, that Fox or its Affiliates, as applicable shall be permitted to make a general solicitation for employment not targeted to any Employee who is a Transferred Employee and shall not be prohibited from employing any such Employee pursuant to such a general solicitation.

Section 5.03 No Solicitation. Until such time as the earlier of the valid termination of this Agreement in accordance with Article XI and the Closing, Fox shall, shall cause Fox's Affiliates, and direct their respective officers, directors, investment bankers and agents (collectively, the "Fox Persons"), to cease any discussions or negotiations with, and Fox shall not, shall cause its Affiliates not to, and shall direct the Fox Persons not to, directly or indirectly, knowingly solicit, initiate or encourage any inquiries or proposals from, or discuss or negotiate with any Person (other than Buyer), or enter into any agreements or arrangements with any Person (other than Buyer) relating to the sale of all or a significant portion of the Purchased Assets (whether by sale of assets, equity or otherwise). Fox shall be responsible for all actions taken by the Fox Persons that, if taken by Fox, would constitute a breach of this Section 5.03.

Section 5.04 Interim Reports. Fox shall, to the extent not prohibited by Law, within forty-five (45) days after the end of each calendar month during the period from the date hereof through the earlier of the Closing and the termination of this Agreement in accordance with Article XI, an unaudited balance sheet for the Station as of the end of such month and the related combined unaudited statement of operations for such month ended for the Station, which balance sheet and statement of operations shall be prepared on the substantially same basis to the manner in which the Financial Statements were prepared.

Section 5.05 Access. After the Closing Date, upon reasonable notice, Fox will promptly provide Buyer and its Affiliates and agents reasonable access to its properties, books, records, employees and auditors, at the sole cost and expense of Buyer, to the extent necessary to permit Buyer to determine any matter relating to its rights and obligations (or those of its Affiliates) hereunder, or with respect to any period ending on or before the Closing Date, or to enable the requesting party and its Representatives to satisfy its own and its Affiliates' legal, compliance, financial reporting and tax preparation obligations; provided, that, except as required by Law, legal process or any listing agreement with or the listing rules of a national securities exchange or trading market, Buyer will hold, and will cause its Affiliates and its and their respective officers, employees, investment bankers or agents to hold, in confidence all confidential or proprietary information provided to it, or to which it has had access to pursuant to Section 5.04

and this Section 5.05; provided further, that such access shall not unreasonably interfere with Fox's business or operations.

Section 5.06 Real Property Lease Estoppels. Fox agrees to request an estoppel certificate of each landlord of a Real Property Lease made pursuant to the provisions of the applicable Real Property Lease as to such matters relating to the applicable Real Property Lease as Buyer shall reasonably request. Fox agrees to use commercially reasonable efforts to obtain such estoppel certificates; provided, that Fox shall not be required to pay any compensation or other consideration to obtain such estoppel certificates, other than immaterial processing fees or legal fees of counsel to landlords for which Buyer shall promptly reimburse Fox upon request.

Section 5.07 R&W Insurance Policy. Following the date hereof, Buyer may, at Buyer's sole cost and expense (except to the extent otherwise agreed by the parties) and in its sole discretion, obtain a stand-alone representations and warranty policy or policies in the name and for the benefit of Buyer and the other Buyer Indemnified Parties, covering certain potential Losses for which any Buyer Indemnified Party may be entitled for breaches or inaccuracy of the representations contained in this Agreement or any certificate delivered pursuant hereto in accordance with this Section 5.07 (any such policy, a "R&W Insurance Policy") by an insurance carrier selected by Buyer, a copy of which shall be promptly provided to Fox. Following the date hereof until the earliest of (a) the termination of this Agreement pursuant to Article XI, (b) the Closing and (c) the issuance of any R&W Insurance Policy, Fox shall use its reasonable best efforts to and shall use its reasonable best efforts to cause its Affiliates to, take any actions reasonably necessary to assist Buyer, including by making available due diligence material reasonably requested by Buyer or its Representatives upon reasonable notice, in obtaining any R&W Insurance Policy. Buyer shall cause any R&W Insurance Policy to expressly provide that (i) the insurer has no subrogation rights against Fox or any of its Affiliates except for actual fraud; and (ii) following the date of such R&W Insurance Policy, Buyer may not modify and shall use reasonable best efforts to enforce the limitations on subrogation against Fox or any of its Affiliates in any R&W Insurance Policy without Fox's express prior written consent. None of Fox or any of its Affiliates will have any direct or indirect liability of any kind or any nature pursuant to the terms of any R&W Insurance Policy, except with respect to actual fraud. No later than three (3) Business Days following the Closing, Fox shall deliver to Buyer a copy of all documents in the online data rooms (including Box) maintained by Fox or its Affiliates, as applicable, for the purposes of the transactions contemplated by this Agreement prior to the date hereof on compact disc, DVD or USB flash drive, which such copy shall be delivered to the insurance carrier providing the R&W Insurance Policy.

Section 5.08 Access Credentials; Records. On the Closing Date, if not provided prior to the Closing Date, Fox shall use reasonable best efforts to provide Buyer (a) access credentials (e.g., passwords, account names, keys, tokens) for all of the Station's software and information technology systems that are part of the Purchased Assets (and other assets that are not included in the Purchased Assets but to which Buyer reasonably needs access for the receipt of Transition Services), including automation systems, local area networks, security systems and transmitter remote controls and (b) access to, or copies of, to the extent available, engineering drawings (in electronic CAD format) of station wiring, local area networks, facility electrical systems and facility blueprints.

ARTICLE VI

COVENANTS OF BUYER

Section 6.01 Access to Information. After the Closing Date, upon reasonable notice, Buyer will promptly provide Fox and its Affiliates and agents reasonable access to its properties, books, records, employees and auditors, at the sole cost and expense of Fox, to the extent necessary to permit Fox to determine any matter relating to its rights and obligations (or those of its Affiliates) hereunder with respect to any period ending on or before the Closing Date or to the extent necessary to prepare or defend any judicial or administrative proceeding related to the Business (other than in connection with a dispute with Buyer), or to enable the requesting party and its Representatives to satisfy its own and its Affiliates' legal, compliance, financial reporting and tax preparation obligations; provided, that, except as required by Law, legal process or any listing agreement with or the listing rules of a national securities exchange or trading market, Fox will hold, and will cause its agents to hold, in confidence all confidential or proprietary information to which it has had access to pursuant to this Section 6.01; provided, further, that such access shall not unreasonably interfere with Buyer's business or operations.

Section 6.02 Accounts Receivable.

(a) With respect to the Station, Fox shall deliver or cause to be delivered to Buyer, on or promptly after the Closing Date, a statement of the Accounts Receivable. Buyer shall use reasonable best efforts (without receipt of any additional consideration from Fox or any other Person) to collect the Accounts Receivable during the period beginning on the Closing Date and ending on the 120th day thereafter (the "Collection Period") in the same manner that Buyer uses to collect its own and its Affiliates' accounts receivable; provided, that Buyer shall not be permitted to commence any Proceeding to effect collection or employ any collection agency, legal counsel or other third party, or take any other extraordinary means of collections or pay any expenses to third parties to collect the Accounts Receivable without obtaining the prior written authorization of Fox, and, even if Fox provides such written authorization, Buyer has no obligation to commence any such Proceeding. Buyer shall send all payments received on the Accounts Receivable to Fox (or any Person designated in writing with reasonable advance notice by Fox) by check or, at Buyer's election, deposit such payments by wire transfer of immediately available funds (without offset) into an account designated by Fox (the "AR Account"), in either case within fifteen (15) Business Days of receipt. On the fifteenth (15th) day of each calendar month during the Collection Period (and, if the Collection Period ends on a day other than the last day of a calendar month, within fifteen (15) days after expiration of the Collection Period), Buyer shall furnish Fox with a list (the "Aging Report") to show the amounts received by Buyer with respect to the Accounts Receivable during the preceding calendar month (or, if the Collection Period ends on a day other than the last day of a calendar month, the month in which the Collection Period expired) and the amount remaining outstanding under each particular Account Receivable. Any payment received by Buyer during the Collection Period from a customer of the Station that was or is also a customer of Fox and that is obligated with respect to any Accounts Receivable, shall be deposited (without offset) by Buyer in the AR Account (each such payment, a "Specified Payment" and, collectively, the "Specified Payments"), unless the customer disputes such Accounts Receivable in writing. If during the Collection Period a dispute arises with regard to an account included among the Accounts Receivable, Buyer shall

promptly advise Fox thereof and shall return that account to Fox (or any Person designated in writing with reasonable advance notice by Fox). Any payments that are made directly to Fox (or any Person designated in writing with reasonable advance notice by Fox) during the Collection Period consisting of Accounts Receivable shall be retained by Fox (less any commissions in respect thereof, which shall be remitted to Buyer for payment in accordance with the following sentence); provided, that any payments that are made directly to Fox or its Affiliates following the Effective Time relating to sales made or the operation of the Business following Closing shall be remitted promptly by Fox to Buyer. Buyer shall not discount, offset, adjust or otherwise compromise any Accounts Receivable except in accordance with the past practice of Fox or its Affiliates; provided, that if any Transferred Employee is due a commission for any such collected payment due to a pre-Closing sale order, then Buyer shall have the right, unless Buyer received a credit for such commission in accordance with Section 2.08, to use such collected payment to pay the owed commissions to such Transferred Employees and then remit the remainder of the collected Accounts Receivable to Fox (with documentation reflecting the payment of commissions to such Transferred Employees). Buyer shall be responsible to notify third parties to commence paying Buyer for accounts receivables relating to after the Effective Time; provided, that at Buyer's sole cost and expense, Fox shall provide such cooperation and reasonable assistance with respect thereto as is reasonably requested by Buyer.

(b) During the Collection Period, each Specified Payment received by Fox from Buyer pursuant to Section 6.02(a) that is not specifically designated in writing as a payment of a particular invoice or invoices shall be applied by Fox to the Accounts Receivable for such customer outstanding for the longest amount of time until paid in full, and any portion of each such Specified Payment that remains (each such portion, a "Remitted Payment," and, collectively, the "Remitted Payments") shall be promptly remitted by Fox to Buyer in accordance with Section 6.02(c).

(c) During the Collection Period, Fox shall send or cause to be sent all Remitted Payments by check, or at Fox's election, shall deposit all Remitted Payments (without offset) into an account identified by Buyer in immediately available funds by wire transfer on a bi-monthly basis (the fifteenth (15th) and last day of the month or the next preceding Business Day if the fifteenth (15th) or last day of the month falls on day that is not a Business Day) following the receipt by Fox or any of its Affiliates thereof. On the fifteenth (15th) day of each calendar month during the Collection Period (and, if the Collection Period ends on a day other than the last day of a calendar month, within fifteen (15) days after expiration of the Collection Period), Fox shall furnish or cause to be furnished to Buyer a list of the amounts received directly by Fox or any of its Affiliates with respect to the Accounts Receivable during the preceding calendar month (or, if the Collection Period ends on a day other than the last day of a calendar month, the month in which the Collection Period expired), and Buyer shall use that information in the submission of the Aging Reports to be supplied to Fox pursuant to Section 6.02(a).

(d) Fox, on the one hand, and Buyer, on the other hand, shall each be entitled during the sixty (60) day period following expiration of the Collection Period to inspect and audit the records maintained by the other party pursuant to this Section 6.02, upon reasonable

advance notice and during normal business hours; provided, that no such inspection and audit shall unreasonably interfere with the other party's business or operations.

(e) Following the expiration of the Collection Period, neither Buyer or Fox nor any other Person shall have any further obligations under this Section 6.02, except that Buyer shall promptly pay over to Fox any amounts subsequently paid to it with respect to any Accounts Receivable. Within twenty (20) days after expiration of the Collection Period, Buyer shall deliver to Fox all files, records, notes and any other materials relating to the Accounts Receivable. Upon expiration of the Collection Period, Fox may pursue collections of all remaining Accounts Receivable, and Buyer shall otherwise cooperate with Fox (at the sole cost and expense of Fox and without taking any actions not required under Section 6.02(a)) for the purpose of collecting any outstanding Accounts Receivable.

(f) Buyer acknowledges that Fox may maintain all established cash management lockbox arrangements in place at the Effective Time for remittance until such time as Fox deems it appropriate to close such lockboxes. The Aging Reports submitted by Buyer to Fox under Section 6.02(a) will reflect all such lockbox receipts, and Fox shall cooperate with Buyer to keep the Aging Reports current. Fox shall pay or cause to be paid over to Buyer any monies received by Fox or any of its Affiliates through its lockbox that are intended as a payment on Buyer's receivables.

(g) If any party fails to timely remit any amounts collected and required to be paid to the other party pursuant to this Section 6.02, such amount shall bear interest at the prime rate (as reported by *The Wall Street Journal* or, if not reported therein, by another mutually-agreeable source) as in effect from time to time from the date any such amount was due until the date of actual payment.

(h) All amounts received by Fox or its designees (other than amounts representing Remitted Payments) pursuant to this Section 6.02 shall not be required to be refunded or repaid by Fox (or their designees) for any circumstance.

Section 6.03 Use of Retained Names and Marks.

(a) Fox is not conveying ownership rights or granting Buyer a license to use any of the Retained Names and Marks (except for (i) the implied license under Section 6.03(b) and (ii) the license to the Excluded FTS IP under the Excluded FTS IP and Shared Programming License Agreement) and, except as set forth in Section 6.03(b), Buyer shall not and shall ensure that its Affiliates do not use the Retained Names and Marks after the Closing. In the event Buyer violates any of its obligations under this Section 6.03, Fox may proceed against Buyer in law or in equity for such damages or other relief as a court may deem appropriate. Buyer acknowledges that a violation of this Section 6.03 may cause Fox or its Affiliates irreparable harm, which may not be adequately compensated for by money damages. Buyer therefore agrees that in the event of any actual or threatened violation of this Section 6.03, Fox shall be entitled, in addition to other remedies that it may have, to seek a temporary restraining order and to seek preliminary and final injunctive relief against Buyer or any Affiliate of Buyer to prevent any violations of this Section 6.03, without the necessity of posting a bond.

(b) As soon as reasonably practicable after the Closing Date (and in any event within ninety (90) days thereafter), Buyer shall, and shall cause each of its Affiliates to, cease and discontinue all uses of, and delete or remove from all products, signage, vehicles, properties, technical information, and all other materials, the Retained Names and Marks. Prior to such discontinuance of such uses, Buyer and its Affiliates may utilize any properties or materials bearing the Retained Names and Marks solely in a manner consistent with the use thereof in the operation of the Station immediately prior to the Closing Date. This Section 6.03(b) does not apply to Excluded FTS IP, which is licensed to Buyer under the Excluded FTS IP and Shared Programming License Agreement.

Section 6.04 Insurance Policies. All of the insurance policies with respect to the Station may be cancelled by Fox or any of its Affiliates as of the Closing Date, and any refunded premiums shall be retained by Fox or such Affiliate. Buyer will be solely responsible for acquiring and placing its casualty insurance, business interruption insurance, liability insurance and other insurance policies for the Station, including the Purchased Assets and Assumed Liabilities, for periods on and after the Effective Time.

Section 6.05 Title Commitments; Surveys. Buyer shall have the responsibility to obtain, at its sole option and expense, (a) 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 real property that is leased pursuant to a Real Property Lease (collectively, the "Title Commitments"), and (b) an ALTA survey on each parcel of the Owned Real Property or real property that is leased pursuant to a Real Property Lease (the "Surveys"). 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 Owned Real Property or real property that is leased pursuant to a Real Property Lease contemplated above for such amount as Buyer directs. Fox shall use reasonable best efforts to reasonably cooperate with Buyer in obtaining such Title Commitments and Surveys; provided, that none of Fox or any of its Affiliates shall be required to incur any cost, expense or other liability in connection therewith (other than the fees of its counsel, if any). If the Title Commitments or Surveys reveal any Lien on the title other than Permitted Liens, Buyer shall notify Fox in writing of such objectionable matter as soon as Buyer becomes aware that such matter is not a Permitted Lien, and, Fox agrees to use its reasonable best efforts to remove or cause to be removed such objectionable matter as required pursuant to the terms of this Agreement. At Closing, Fox shall use reasonable best efforts to provide or cause its Affiliates to provide to Buyer's title insurance company customary seller affidavits, authority documentation, and, if requested by Buyer, survey affidavits as may be reasonably required by Buyer's title insurance company.

Section 6.06 No-Hire. Except as pursuant to the terms of this Agreement, during the period beginning on the date hereof and ending on the first (1st) anniversary of the Closing Date, Buyer, and its Affiliates will not, directly or indirectly, solicit to employ or hire any employee of Fox or any of its Affiliates whose primary work location is in the Market ("Seller Employees"), unless (a) Fox or its Affiliates first terminates the employment of such employee, (b) such employee voluntarily terminates without inducement by Buyer or its Affiliates, or (c) Fox gives its written consent to such employment or offer of employment; provided, however, Buyer and

its Affiliates shall be permitted to (x) make a general solicitation for employment (including in the Market) not targeted to any Seller Employee and shall not be prohibited from employing any such employee as a result of such general solicitation and (y) engage a search firm that contacts a Seller Employee without direction from Buyer or its Affiliates and shall not be prohibited from employing any such employee that is so contacted by such search firm.

ARTICLE VII

JOINT COVENANTS

Section 7.01 Reasonable Best Efforts; Further Assurances.

(a) Subject to the terms and conditions of this Agreement, Buyer and Fox will each use reasonable best efforts to take, or cause to be taken, all actions, and do, or cause to be done, all efforts reasonably necessary or desirable under applicable Law to consummate the transactions contemplated by this Agreement; provided, that this provision shall not impose on Buyer any obligation to (i) divest or hold separate any asset, including any broadcast television station and FCC licenses relating thereto, including arising from or relating to the matters set forth on Section 4.06(b) of the Buyer Disclosure Schedules or (ii) take any other action, including for the avoidance of doubt, any assignment of its rights hereunder or other restructuring of the transactions contemplated hereby, to the extent arising from or relating to a change in applicable Law, including the FCC Rules, as in effect as of the date hereof, including in connection with the matters set forth on Section 4.06(b) of the Buyer Disclosure Schedules.

(b) In furtherance and not in limitation of Section 7.01(a), Buyer and Fox shall use reasonable best efforts to prepare and file with the FCC as soon as practicable, but in no event later than five (5) Business Days after the date hereof, the requisite applications (collectively, the “FCC Application”) and other necessary instruments or documents requesting the FCC Consent and thereupon prosecute the FCC Application and otherwise use their reasonable best efforts to obtain the requisite FCC Consent. Buyer and Fox shall 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. Except as set forth on Section 7.01(b) of the Disclosure Schedules, neither Buyer nor Fox shall take any intentional action, or intentionally fail to take any action, which would reasonably be expected to materially delay the receipt of the FCC Consent; provided, however, that in no event shall the foregoing be deemed to limit or modify the right of any party to exercise its right to undertake an assignment pursuant to the terms and subject to the conditions of Section 13.06. Fox shall promptly enter into a tolling agreement or other arrangement if requested by the FCC with respect to any complaints regarding the FCC Licenses, and Buyer shall accept liability in connection with any enforcement Proceeding by the FCC with respect to such complaints as part of such tolling or other arrangement; provided, that it is understood and agreed that Buyer shall be entitled to indemnification from any such liability under Section 12.03(d) as if it were an Excluded Liability. 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 Article XI, Buyer and Fox shall use reasonable best efforts to jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the right of either party to exercise its rights under Article XI. Nothing in this Section 7.01(b) shall prohibit

Fox from taking any action deemed necessary or appropriate in the reasonable discretion of Fox, in connection with obtaining approval from any Governmental Authority in connection with the transactions contemplated in Section 3.04(c) of the Disclosure Schedules; provided that in no event shall the foregoing permit Fox to take any action in the exercise of Fox's reasonable direction pursuant to those agreements set forth in Section 3.04(c) of the Disclosure Schedules that would constitute a breach of the terms and conditions of Section 5.01 of this Agreement.

(c) Within ten (10) Business Days after the date of this Agreement, Buyer and Fox shall, and shall cause their ultimate parent entities (as that term is defined in the HSR Act) to, make all required filings with the Federal Trade Commission and the DOJ pursuant to the HSR Act, with respect to the transactions contemplated hereby (including a request for early termination of the waiting period thereunder) and shall thereafter promptly respond to all reasonable requests received from such agencies for additional information or documentation. In connection with the foregoing, each party shall reasonably cooperate with the other party in connection with obtaining the HSR Clearance, if necessary, and in connection with resolving any investigation or inquiry of any such agency or other Governmental Authority under the HSR Act or any other Antitrust Law with respect to any such filing, this Agreement or the transactions contemplated hereby. Any filing fees payable under the HSR Act relating to the transactions contemplated hereby shall be borne one half (1/2) by each of Fox and Buyer.

(d) In connection with the efforts referenced in Section 7.01(b) to obtain the FCC Consent and in connection with efforts to obtain the HSR Clearance, Buyer and Fox shall use reasonable best efforts to the extent permitted by Law, to (i) cooperate in all respects with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party, (ii) keep the other party informed in a timely manner and in all material respects of any material communication received by such party from, or given by such party, to the FCC or any other Governmental Authority (including the provision upon request of copies of any pleadings, documents, or other communications exchanged with the FCC or any other Governmental Authority) and the material non-confidential portions of any communications received or given by a private party with respect to this Agreement and the transactions contemplated hereby, and (iii) permit the other party to review any material non-confidential portions of any communication given or to be given by it to the FCC, and any other Governmental Authority with respect to this Agreement and the transactions contemplated hereby. Buyer and Fox may as deemed advisable and necessary, designate any competitively sensitive materials provided to the other under this Section 7.01 as "outside counsel only." Such materials and the information contained therein shall be given only to the outside counsel of the recipient and will not be disclosed by such outside counsel to employees, officers, or directors of the recipient without the advance written consent of the party providing such materials. For the avoidance of doubt, Fox's obligations and Buyer's rights under this Section 7.01(c) relate solely to the transactions contemplated by this Agreement and shall not extend or relate to any cooperation, communication, review or consultation rights with respect to obtaining approval from any Governmental Authority in connection with any other transactions contemplated in Section 3.04(c) of the Disclosure Schedules.

(e) From and after the Closing, each of Buyer and Fox shall, and shall cause their respective Affiliates to, execute such documents and instruments and provide such information, cooperation, assistance and otherwise take such steps as Fox or Buyer, respectively, may reasonably request to fulfill the provisions of and to carry out the intent and give such other party the full benefit of this Agreement, including the execution and delivery of documents and instruments evidencing the transfer or assignment to Buyer, free and clear of all Liens other than Permitted Liens, of the Purchased Assets.

Section 7.02 Certain Filings; Further Proceedings. Fox and Buyer shall cooperate with one another and use their respective reasonable best efforts (a) in determining whether any Proceeding by or in respect of, or filing with, any Governmental Authority is required, or any Proceedings, consents, approvals or waivers are required to be obtained from parties to any Assumed Contracts, in connection with the consummation of the transactions contemplated by this Agreement and (b) in taking such actions or making any such filings, furnishing information required in connection therewith and seeking timely to obtain any such actions, consents, approvals or waivers, in each case that are necessary, proper or advisable to consummate and make effective the transactions contemplated by this Agreement (whether or not such actions, consents, approvals or waivers are conditions to the consummation of the transactions contemplated by Article X); provided, that, except as otherwise set forth herein, neither Fox nor Buyer shall be required to pay consideration to obtain any such consent, approval or waiver.

Section 7.03 Control Prior to Closing. This Agreement and, without limitation, the covenants in Article V, are not intended to and shall not be construed to transfer control of the Station or to give Buyer any right, directly or indirectly, to control, supervise or direct, or attempt to control, supervise or direct, the personnel, programming or finances, or any other matter relating to the operation of the Station prior to the Closing, and Fox and its Affiliates, as applicable, shall have ultimate control and supervision of all aspects of the Station's operations up to the time of the Closing.

Section 7.04 Public Announcements. So long as this Agreement is in effect, none of Buyer, Fox or any of their respective Affiliates, shall issue or cause the publication of any press release or other public statement relating to the transactions contemplated by this Agreement or this Agreement without the prior written consent of the other party, unless such party determines, after consultation with outside counsel, that it is required by applicable Law or by any listing agreement with or the listing rules of a national securities exchange or trading market to issue or cause the publication of any press release or other public announcement with respect to the transactions contemplated by this Agreement or this Agreement, in which event such party shall provide, on a basis reasonable under the circumstances and subject to applicable Law, notice to the other parties and an opportunity to the other parties to review and comment on such press release or other announcement in advance, and shall give reasonable consideration to all reasonable comments suggested thereto. Notwithstanding anything to the contrary in this Section 7.04, the parties acknowledge that this Agreement and the FCC Application will be filed with the FCC and a local public notice will be broadcast on the Station and published in a local newspaper pursuant to applicable FCC Rules.

Section 7.05 Notices of Certain Events. From the date hereof until the earlier to occur of the Closing Date or the termination of this Agreement in accordance with Article XI, Fox, on the one hand, and Buyer, on the other hand, shall each promptly notify the other of, (a) any material written notice from any Person alleging that the approval or consent of such Person is or may be required in connection with transactions contemplated by this Agreement, (b) any written notice or other communication from any Governmental Authority or securities exchange in connection with the transactions contemplated by this Agreement, and (c) any Proceeding or investigation, commenced or, to the Knowledge of the Selling Parties or knowledge of Buyer, threatened against, Fox or Buyer, respectively, that would be reasonably likely to (i) prevent or materially delay the consummation of the transactions contemplated hereby or (ii) result in the failure of any conditions to the Closing set forth in Article X to be satisfied; provided, that the delivery of any notice pursuant to this Section 7.05 shall not affect or be deemed to modify any representation, warranty, covenant, right, remedy, or condition to any obligation of any party hereunder.

Section 7.06 Retention of Records; Post-Closing Access to Records.

(a) Notwithstanding anything to the contrary contained in this Agreement, Fox and its Affiliates may retain and use, at their own expense, copies of all documents or materials transferred hereunder, in each case, which (i) are used in connection with the businesses of Fox or its Affiliates, other than the operation of the Station, (ii) Fox or any of its Affiliates in good faith determines that it is reasonably likely to need access to in connection with the defense (or any counterclaim, cross-claim or similar claim in connection therewith) of any Proceeding against or by Fox or its Affiliates pending or threatened as of the Closing Date (other than a dispute with Buyer), or (iii) Fox or any of its Affiliates in good faith determines it is reasonably likely to need access to in connection with any filing, report, or investigation to or by any Governmental Authority subject, in the case of clauses (ii) and (iii), to the reasonable agreement of the parties as to maintaining the confidentiality of any such materials and information.

(b) Notwithstanding anything to the contrary contained in this Agreement, for a period of three (3) years after the Closing Date, with respect to the Station, Fox shall maintain, and provide Buyer and its Representatives reasonable access to, those records of Fox and its Affiliates insofar as they relate to the Purchased Assets that relate to periods prior to the consummation of the Closing, during normal business hours and on at least ten (10) Business Days' prior written notice (or such shorter time period as necessitated by the urgency of the underlying facts and circumstances); provided, that, except as required by Law, legal process or any listing agreement with or the listing rules of a national securities exchange or trading market, Buyer will hold, and will cause its Affiliates, Representatives and agents to hold, in confidence, and not disclose, all confidential or proprietary information to which it has had access to pursuant to this Section 7.06(b); provided, further, that such access shall not unreasonably interfere with Fox's business or operations. If Fox or any of its Affiliates shall desire to dispose of any of such books and records prior to the expiration of such three (3) year period in accordance with the record retention policies of Fox or such Affiliate then in effect, Fox shall, prior to such disposal, give Buyer ten (10) Business Days' prior notice to enable Buyer, at Buyer's expense, to segregate and remove such books and records as Buyer may select, subject

to destruction of correspondence and other similar documents in the ordinary course, in accordance with customary retention policies and applicable Law.

Section 7.07 Cooperation in Litigation. From and after the Closing Date, Buyer and Fox shall (and shall cause their respective Affiliates to) reasonably cooperate with each other at the requesting party's expense in the prosecution or defense of any Proceeding arising from or related to the operation of the Station and involving one or more third parties (other than a dispute between Buyer or its Affiliates and Fox or its Affiliates). The party requesting such cooperation shall pay the reasonable, documented out-of-pocket expenses (excluding internal costs) incurred in providing such cooperation (including reasonable legal fees and disbursements) by the party providing such cooperation and by its Affiliates and its and their officers, members, directors, employees and agents.

Section 7.08 Mail; Misallocated Assets.

(a) Mail; Communications. From and after the Closing, Fox hereby authorizes and empowers Buyer and its Affiliates to receive and open all mail and other communications (including electronic communications) received by Buyer or its Affiliates relating to the Business and to deal with the contents of such communications. From and after the Closing, Fox shall promptly deliver or cause to be delivered to Buyer any mail or other communication (including electronic communications) received by Fox or any of its Affiliates after the Closing Date pertaining to the Business, and if Fox or its Affiliates receives from any Person after the Closing Date any telephone calls with respect to the Business at any telephone number not transferred to Buyer, Fox shall inform such Person that the telephone number for the Business has changed and provide such Person with, and forward such call to, such telephone number for the Business as is supplied by Buyer.

(b) Misallocated Assets. From and after the Closing, in the event that Fox, Buyer or any of their respective Affiliates discovers that an asset used primarily in the Business (other than an Excluded Asset) is owned by Fox or any of its Affiliates and was not acquired by Buyer as a Purchased Asset as contemplated herein, Fox shall assign, transfer, convey and deliver such asset to Buyer or one of its Affiliates, as directed by Buyer, for no additional consideration, and shall execute such further documents and instruments reasonably necessary to give effect to and evidence such assignment, transfer, conveyance and delivery and such asset shall be considered a Purchased Asset for all purposes hereunder. From and after the Closing, in the event that Fox, Buyer or any of their respective Affiliates discovers that an asset not used primarily in the Business was sold, transferred, conveyed and assigned to Buyer or its Affiliates hereunder, Buyer shall, or shall cause such Affiliate to, assign, transfer, convey and deliver such asset to Fox or one of its Affiliates, as directed by Fox, for no consideration, and shall execute such further documents and instruments reasonably necessary to give effect to and evidence such assignment, transfer, conveyance and delivery and such asset shall be considered an Excluded Asset for all purposes hereunder.

Section 7.09 Confidentiality. Following the Closing Date, subject to the requirements of applicable Law or any national stock exchange and unless a disclosing party determines, after consultation with counsel, that it is reasonably likely to be required by applicable Law, by

judicial or similar process or by any listing agreement with or the listing rules of a national securities exchange or trading market to make disclosure, Fox shall and shall cause its Affiliates to keep confidential and not disclose any non-public information regarding the Business, Buyer and its Affiliates and their business and properties that are disclosed in connection with the negotiation, preparation or performance of this Agreement.

Section 7.10 Post-Closing Financials. Within forty-five (45) days after the Closing, Fox shall deliver to Buyer an unaudited balance sheet for the Station as of the date prior to the Closing Date and the related combined unaudited statement of operations for the period since the end of the last month for which a statement of operation was provided to Buyer pursuant to Section 5.04 through the date prior to the Closing Date, which balance sheet and statement of operations shall be prepared on a materially similar basis to the manner in which the Financial Statements. Fox shall reasonably cooperate with Buyer and provide such information and assistance as is reasonably required by Buyer in order to support Buyer's internal or external financial statement and information reporting process in respect of the Business.

ARTICLE VIII **EMPLOYEE MATTERS**

Section 8.01 Employment.

(a) At least five (5) days prior to the Closing Date, Buyer shall offer employment as of the Closing Date, which offers shall be consistent with the employment terms set forth below in this Section 8.01 and conditioned on Closing, to each Employee employed immediately prior to the Closing Date and who is listed on Section 3.11(b) of the Disclosure Schedules (or who is hired after the date of such list either (i) to replace a departing employee or (ii) with the prior, written consent of Buyer), and who is not on authorized or unauthorized leave of absence, sick leave, short or long-term disability leave, military leave or layoff with recall rights ("Active Employees"). Employees who are on authorized leave of absence, sick leave, short or long-term disability leave, military leave or layoff with recall rights (collectively, "Inactive Employees") shall be offered employment by Buyer, which offer shall be conditioned on Closing and each such Inactive Employee's return to active employment immediately following such absence within twelve (12) months of the Closing Date, or such later date as required under applicable Law (the "Return Deadline"); provided, that to the extent that any Inactive Employee does not accept Buyer's offer of employment or does not return prior to the Return Deadline, such Inactive Employee shall remain an employee of Fox. For the purposes hereof, all Active Employees, or Inactive Employees, who accept Buyer's offer of employment and commence employment on the applicable Employment Commencement Date are referred to individually as a "Transferred Employee" and collectively as the "Transferred Employees." The "Employment Commencement Date" as referred to herein shall mean (i) as to those Transferred Employees who are Active Employees hired upon the Closing Date, the Closing Date and (ii) as to those Transferred Employees who are Inactive Employees, the date on which the Transferred Employee begins employment with Buyer.

(b) The initial terms and conditions of employment for the Transferred Employees who have employment agreements with Fox or any of its Affiliates shall be as set

forth in such employment agreements; provided, that Buyer may require such Transferred Employees to execute comparable new employment agreements with Buyer as a condition of employment.

(c) From the Employment Commencement Date until at least one (1) year after the Closing Date, the parties agree that Buyer or its Affiliates shall provide each Transferred Employee, to the extent that such Transferred Employee remains employed by Buyer (which obligation shall not give any Transferred Employee any right to continued employment for any specified period) and who does not have an employment agreement with Fox or any of its Affiliates and who is employed by Buyer with (i) annual base salary or wages that are no less favorable than such Transferred Employee's annual base salary or wages immediately prior to the Employment Commencement Date, (ii) subject to Section 8.05, cash bonus opportunities (excluding equity incentive opportunities) that are, in the aggregate, no less favorable than the cash bonus opportunities (excluding equity incentive opportunities) provided to such Transferred Employees immediately prior to the Employment Commencement Date, and (iii) employee benefits (excluding retiree medical and defined benefit opportunities) that, in the aggregate, are no less favorable than the employee benefits (excluding retiree medical and defined benefit opportunities) provided to similarly situated employees of Buyer immediately prior to the Employment Commencement Date; provided, however, that Buyer shall not have any of the foregoing obligations to the extent Fox has not, prior to the date hereof, disclosed to Buyer the amounts and terms of any such compensation or benefits that are effective as of the date hereof, except with respect to any changes to such compensation or benefits, implemented after the date hereof, in accordance with the terms of this Agreement (including Section 5.01).

(d) The parties agree that Buyer shall not assume and shall not be bound by the terms and obligations of any Bargaining Agreement as a successor or assign of Fox or its Affiliates or otherwise.

(e) For the avoidance of doubt, nothing in this Article VIII shall give any Transferred Employee any right to employment or continued employment for any specified period. Buyer agrees that Buyer shall provide severance benefits to the Transferred Employees on terms that are at least as favorable as those provided to similarly situated employees of Buyer. To the extent permitted by Law and Buyer's employee benefit plans, programs, and policies, Buyer shall give Transferred Employees full credit for purposes of eligibility waiting periods and vesting, and for benefit accrual (other than benefit accrual under a defined benefit pension plan or for eligibility to participate in any retiree medical or life insurance program or other plan or program that is closed to new participants) under the employee benefit plans or arrangements or severance practices maintained by Buyer or its Affiliates in which such Transferred Employees participate for such Transferred Employees' service with Fox or any of its Affiliates or predecessors, but only to the extent Fox or any of its Affiliates recognized such service for purposes of equivalent benefit plans or arrangements or severance practices.

Section 8.02 Savings Plan. Fox shall take all reasonable actions necessary to 100% vest each Transferred Employee's accounts under each Fox Plan intended to qualify under Section 401(k) of the Code. Buyer shall take any and all actions as may be required to cause a tax-qualified defined contribution plan established or designated by Buyer (the "Buyer's 401(k)")

Plan”), including, if necessary, making amendments to the Buyer’s 401(k) Plan, to accept rollover contributions from the Transferred Employees of any account balances (inclusive of any plan loans) in cash or notes (in the case of loans) distributed to them by the Fox 401(k) Plan. The distribution and rollover described herein shall comply with applicable Law, and each party shall make all filings and take any actions required of such party by applicable Law in connection therewith. Consistent with Section 8.01, the Buyer’s 401(k) Plan shall credit Transferred Employees with service credit for eligibility and vesting purposes for service recognized for the equivalent purposes under the Fox 401(k) Plan.

Section 8.03 Employee Welfare Plans. Fox shall retain responsibility for and continue to pay all medical, life insurance, disability and other welfare plan expenses and benefits for each Transferred Employee with respect to claims incurred under the terms of the Fox Plans by such Employees or their covered dependents prior to the Employment Commencement Date, as applicable. Expenses and benefits with respect to claims (or rights to make claims) incurred by Transferred Employees or their covered dependents on or after the Employment Commencement Date shall be the responsibility of Buyer, subject to the terms and conditions of Buyer’s welfare plans. With respect to any welfare benefit plans maintained by Buyer for the benefit of Transferred Employees on and after the Employment Commencement Date, to the extent permitted by applicable Law, Buyer shall (a) cause any eligibility requirements or pre-existing condition limitations to be waived to the same extent waived generally by Buyer with respect to its employees and (b) give effect, in determining any deductible and maximum out-of-pocket limitations, amounts paid by such Transferred Employees with respect to similar plans maintained by Fox or its Affiliates.

Section 8.04 Vacation; Personal Time. Prior to or on the applicable Employment Commencement Date, Fox or any of its Affiliates shall pay to each Transferred Employee an amount equivalent to such employee’s accrued but unused vacation and personal time as of the Employment Commencement Date at the employee’s base rate of compensation on the Employment Commencement Date such that Buyer shall not assume any liabilities for unpaid accrued vacation and personal time of such Transferred Employee; provided, that for the purposes of this Agreement, prior service with Fox or any of its Affiliates shall be taken into account in determining the vacation and personal time entitlement for each Transferred Employee under Buyer’s vacation and personal time policy after the applicable Employment Commencement Date. Notwithstanding any provision in this Agreement to the contrary, no Transferred Employee shall be entitled to receive duplicated credit for the same period of service.

Section 8.05 Bonus. Buyer shall assume the obligation to provide, within ninety (90) days of the applicable Employment Commencement Date, each Transferred Employee a prorated cash bonus for the portion of the calendar year preceding the Closing Date in accordance with the terms of the applicable bonus plan made available to Buyer and subject to (i) such pro rata portion of any such annual bonus being accounted for as a proration pursuant to Section 2.08(c), and (ii) Buyer being provided a schedule of prorated bonus payment for each Transferred Employee; provided, that the aggregate amount of annual bonuses paid to Transferred Employees in respect of the portion of the year during which the Closing occurs beginning on January 1 and ending on the Closing Date shall be no less than the Accrued Bonus Amount.

Section 8.06 No Further Rights. Without limiting the generality of Section 13.08, nothing in this Article VIII, express or implied, is intended to confer on any Person (including any Transferred Employees and any current or former Employees of Fox or any of its Affiliates) other than the parties hereto and their respective successors and permitted assigns any rights, benefits, remedies, obligations or liabilities under or by reason of this Article VIII. Accordingly, notwithstanding anything to the contrary in this Article VIII, this Agreement is not intended to create a Contract between Buyer and Fox, on the one hand, and an Employee of Fox or any of its Affiliates, on the other hand, and no Employee of Fox, Buyer or any of their respective Affiliates may rely on this Agreement as the basis for any breach of contract claim against Buyer, Fox or any of their respective Affiliates. This Section 8.06 does not amend any provision of any employee benefit plan of Buyer, Fox or any of their respective Affiliates and is not intended to nor shall require Buyer to continue any employee benefit plan beyond the time when it otherwise lawfully could be terminated or modified.

Section 8.07 Flexible Spending Plan. As of the Employment Commencement Date, Fox shall transfer from the Employee Plans that are medical and dependent care account plans (each, a “Seller FSA Plan”) to one or more medical and dependent care account plans established or designated by Buyer (collectively, the “Buyer FSA Plan”) the account balances (positive or negative) of Transferred Employees, and Buyer shall be responsible for the obligations of the Seller FSA Plans to provide benefits to the Transferred Employees with respect to such transferred account balances at or after the Employment Commencement Date (whether or not such claims are incurred prior to, on or after such date) for the remainder of the calendar year that follows the Employment Commencement Date. Each Transferred Employee shall be permitted to continue to have payroll deductions made as most recently elected by him or her under the applicable Seller FSA Plan. As soon as reasonably practicable following the end of the plan year for the Buyer FSA Plan, including any grace period, Buyer shall promptly reimburse Fox or any of its Affiliates, as applicable, for benefits paid by the Seller FSA Plans to any Transferred Employee prior to the Employment Commencement Date to the extent in excess of the payroll deductions made in respect of such Transferred Employee at or prior to the Employment Commencement Date but only to the extent that such Transferred Employee continues to contribute to the Buyer FSA Plan the amount of such deficiency. This Section 8.07 shall be interpreted and administered in a manner consistent with Rev. Rul. 2002-32.

Section 8.08 Payroll Matters. Buyer shall utilize the following procedures for preparing and filing Internal Revenue Service Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53 for Transferred Employees:

(a) (i) Fox shall provide all required Forms W-2 to (x) all Transferred Employees reflecting wages paid and taxes withheld by Fox prior to the Employment Commencement Date, and (y) all other Employees and former Employees of Fox who are not Transferred Employees reflecting all wages paid and taxes withheld by Fox and (ii) Buyer (or one of its Affiliates) shall provide all required Forms W-2 to all Transferred Employees reflecting all wages paid and taxes withheld by Buyer (or one of its Affiliates) on and after the Employment Commencement Date.

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

(c) With respect to garnishments, tax levies, child support orders, and wage assignments in effect with Fox or any of its Affiliates on the Employment Commencement Date for Transferred Employees and with respect to which Fox has notified Buyer in writing, Buyer shall honor such payroll deduction authorizations with respect to Transferred Employees and will continue to make payroll deductions and payments to the authorized payee, as specified by a court or order which was filed with Fox or any of its Affiliates, on or before the Employment Commencement Date, to the extent such payroll deductions and payments are in compliance with applicable Law, and from and after the Closing Date, Fox or any of its Affiliates, as applicable, will continue to make such payroll deductions and payments to authorized payees as required by Law with respect to all other Employees of Fox or any of its Affiliates who are not Transferred Employees. Fox shall, as soon as practicable after the Employment Commencement Date, provide Buyer with such information in the possession of Fox or any of its Affiliates as may be reasonably requested by Buyer and necessary for Buyer to make the payroll deductions and payments to the authorized payee as required by this Section 8.08(c).

Section 8.09 WARN Act. Buyer shall not take any action on or after the Closing Date that would cause any termination of employment of any Employees by Fox or any of its Affiliates that occur before the Closing to constitute a “plant closing” or “mass layoff” under the Worker Adjustment and Retraining Notification Act of 1988, as amended, and any similar state or local “mass layoff” or “plant closing” Law (collectively, the “WARN Act”) or in connection with events that occur from and after the Closing, or to create any liability to Fox or any of its Affiliates for any employment terminations under applicable Law. The Assumed Liabilities shall include all liabilities with respect to any amounts (including any severance, fines or penalties) payable under or pursuant to the WARN Act only with respect to any Employees who do not become Transferred Employees as a result of Buyer’s failure to extend offers of employment or continued employment as required by Section 8.01, and Buyer shall reimburse Fox for any such amounts.

Section 8.10 Treatment of Equity Awards. Fox shall take all actions necessary to cause each equity award held by a Transferred Employee that is not vested as of immediately prior to the Closing to be treated, solely for the purposes of the outstanding converted equity awards, as if the Transferred Employee’s employment with Fox was terminated without “cause” upon the Closing. Fox shall bear and retain all liability with respect to such equity and any equity-based awards, including, all employment Taxes related thereto.

ARTICLE IX

TAX MATTERS

Section 9.01 Bulk Sales. Fox and Buyer hereby waive compliance with the provisions of any applicable bulk sales law and no representations, warranty or covenant contained in this Agreement shall be deemed to have been breached as a result of such noncompliance; provided, that any liability or obligation relating to any such non-compliance (other than a liability or obligation that would otherwise be an Assumed Liability hereunder) shall be deemed an Excluded Liability hereunder.

Section 9.02 Transfer Taxes. All Transfer Taxes arising out of or in connection with the transactions effected pursuant to this Agreement shall be shared fifty percent (50%) by Fox and fifty percent (50%) by Buyer. The party which has the primary responsibility under applicable Law for the payment of any particular Transfer Tax shall prepare and file any Tax Return required to be filed in connection with such Transfer Tax, pay the full amount of such Transfer Tax to the appropriate Governmental Authority in accordance with applicable Law, notify the other party in writing of the amount paid, and attach to such notification a copy of any Tax Returns filed in connection with such Transfer Tax. The other party shall pay the party that paid the Transfer Tax an amount equal to fifty percent (50%) of such Transfer Tax by check or wire transfer of immediately available funds within five (5) Business Days after receiving such notice. Buyer and Fox shall cooperate in the preparation, execution and filing of all Transfer Tax Returns and shall cooperate in seeking to secure any available exemptions from such Transfer Taxes.

Section 9.03 FIRPTA Certificate. Fox shall deliver to Buyer on the Closing Date a duly completed and executed certificate of non-foreign status pursuant to Section 1.1445-2(b)(2) of the Treasury Regulations. Buyer's sole remedy under this Agreement for failure to receive any such certificate shall be to make any withholdings as are required pursuant to Section 1445 of the Code.

Section 9.04 Taxes and Tax Returns.

(a) Fox shall prepare and properly file or cause to be filed (or cause to be delivered to Buyer, and Buyer shall file, if Buyer is required by Law to file) any Tax Returns required to be filed with respect to such Purchased Assets for any taxable period ending before the Closing Date, in each case, in a manner consistent with applicable Law and the past practice of Fox and to pay any Taxes required to be paid in connection therewith.

(b) Buyer shall prepare and properly file or cause to be filed any Tax Returns required to be filed with respect to the Purchased Assets for any taxable period beginning on or after the Closing Date, and shall pay any Taxes required to be paid in connection therewith.

(c) Buyer shall prepare, in a manner consistent with applicable Law and the past practice of Fox and properly file or cause to be filed any Tax Returns required to be filed with respect to the Purchased Assets for any taxable period beginning before and ending on or after the Closing Date (a "Straddle Period"), and shall pay any Taxes required to be paid in connection therewith. Fox shall be liable for the proportionate amount of such Taxes that is

attributable to the portion of the Straddle Period ending on the day prior to the Closing Date, and Buyer shall be liable for the proportionate amount of such Taxes that is attributable to the portion of the Straddle Period beginning on the Closing Date, in each case as determined in accordance with Section 9.04(d). For the avoidance of doubt, Fox shall be liable for any income Taxes of Fox arising out of or resulting from the sale of the Purchased Assets and assumption of the Assumed Liabilities pursuant to this Agreement.

(d) For purposes of this Agreement, all real property Taxes, personal property Taxes and similar ad valorem obligations levied with respect to the Purchased Assets for any Straddle Period shall be prorated between the portion of such Straddle Period ending on the day prior to the Closing Date and the portion of such Straddle Period beginning on the Closing Date based on the relative number of days in each such portion. For the avoidance of doubt, Fox shall be liable for any income Taxes of Fox arising out of or resulting from the sale of the Purchased Assets and assumption of the Assumed Liabilities pursuant to this Agreement.

Section 9.05 Purchase Price Allocation. Within two hundred and ten (210) days after the Closing Date, with respect to the Purchased Assets, Buyer shall provide to Fox a written allocation of the purchase price (as determined for U.S. federal income tax purposes) among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any similar provisions of state, local, or foreign Law, as appropriate). Fox shall provide Buyer with any comments on such schedule within thirty (30) days after receipt thereof, and Buyer and Fox shall negotiate in good faith to resolve any such comments. If Fox does not provide Buyer with any comments within thirty (30) days, or if the parties reach agreement on a resolution of any such comments, then such schedule shall be considered agreed upon, and neither Buyer (and its Affiliates) nor Fox (and its Affiliates) shall take any position inconsistent with such allocation in the filing of any and all Tax Returns and other relevant documents with any Governmental Authority. If the parties are unable to reach agreement with respect to such allocation, then the parties shall have no further obligation under this Section 9.05 and each party shall make its own determination of such allocation for financial and Tax reporting purposes.

Section 9.06 Net Payment. If at any time each party owes the other party a payment related to Taxes under this Agreement, then only the party owing the larger amount shall be required to make a payment to the other party, which payment shall be reduced by the amount of the payment related to Taxes the other party owes to the first party.

ARTICLE X

CONDITIONS TO CLOSING

Section 10.01 Conditions to Obligations of the Parties. The obligations of Buyer and Fox to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver (by each of Buyer and Fox, if permitted by Law), at or prior to the Closing, of each of the following conditions:

(a) No provision of any applicable Law and no Order shall be in effect which has the effect of making the transactions contemplated hereby illegal or otherwise prohibits the consummation of the Closing.

(b) The FCC Consent and the HSR Clearance shall have been granted or obtained and be effective.

Section 10.02 Conditions to Obligations of Fox. The obligation of Fox to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver (if such waiver is permitted by Law) by Fox, at or prior to the Closing, of each of the following further conditions:

(a) The representations and warranties of Buyer made in this Agreement shall be true and correct, disregarding all qualifiers and exceptions relating to materiality or material adverse effect, as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except, in all cases, to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifiers and exceptions relating to materiality or material adverse effect, as of such earlier date), except in all cases where any failure to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Buyer Material Adverse Effect.

(b) Buyer shall have performed in all material respects all obligations required to be performed by Buyer under this Agreement on or prior to the Closing Date.

(c) Fox 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 Section 10.02(a) and Section 10.02(b) have been satisfied.

(d) Fox shall have received all of the deliveries required to be made by Buyer as contemplated by Section 2.07(b)(i) and Section 2.07(b)(iii).

Section 10.03 Conditions to Obligations of Buyer. The obligations of Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver by Buyer (if such waiver is permitted by Law), at or prior to the Closing, of each of the following further conditions:

(a) The representations and warranties of Fox made in this Agreement shall be true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except in all cases to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of such earlier date), except in all cases where any failure to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect.

(b) Fox shall have performed in all material respects all obligations required to be performed by Fox under this Agreement on or prior to the Closing Date.

(c) Since the date of this Agreement, there has not been any effect, change, development or occurrence that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) Buyer shall have received a certificate dated as of the Closing Date from Fox, executed by an authorized officer of Fox, to the effect that the conditions set forth in Section 10.03(a), Section 10.03(b) and Section 10.03(c) have been satisfied.

(e) Buyer shall have received all of the deliveries required to be made by Fox as contemplated by Section 2.07(b)(ii) and Section 2.07(b)(iii)

ARTICLE XI **TERMINATION**

Section 11.01 Termination. This Agreement may be terminated at any time prior to the Closing as follows:

- (a) by the mutual written consent of Fox and Buyer;
- (b) either by Fox, on the one hand, or by Buyer, on the other hand:

(i) if the Closing shall not have occurred on or before the twelve (12) month anniversary of the date of this Agreement (the “Termination Date”) so long as the terminating party is not then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement to the extent that would give the other party the right not to close pursuant to Section 10.02 or Section 10.03, as the case may be; provided, that if on the Termination Date the only conditions to Closing as set forth in Article X that remain outstanding (other than those conditions that by their terms are required to be satisfied or waived at or as of the Closing, provided, that such conditions are then capable of being satisfied) are, (x) the conditions set forth in Section 10.01(b) or (y) the conditions set forth in Section 10.01(a), by reason of any action taken by the FCC or the DOJ in connection with the transactions contemplated hereby, the Termination Date shall be deemed to be the eighteen (18) month anniversary of the date of this Agreement; and

(ii) if there shall be any Law that prohibits the consummation of the transactions contemplated by this Agreement, or if a Governmental Authority of competent jurisdiction shall have issued an Order enjoining or otherwise prohibiting consummation of the transactions contemplated by this Agreement, and such Order shall have become final and non-appealable;

(c) by Fox upon a breach of any representation, warranty, covenant or agreement on the part of Buyer set forth in this Agreement, or if any representation or warranty of Buyer is or becomes inaccurate, and in either case such breach or inaccuracy (i) is not cured or capable of being cured by the earlier of the day prior to the Termination Date and thirty (30) days following written notice of such breach from Fox (to the extent such breach is curable) and (ii) would give rise to the failure of a condition set forth in Section 10.02; provided, that Fox shall not have the right to terminate this Agreement pursuant to this Section 11.01(c) if Fox is then in

breach of any of its representations, warranties, covenants or agreements contained in this Agreement which breach, if not cured, would render the conditions set forth in Section 10.01 and Section 10.03 incapable of being satisfied; or

(d) by Buyer upon a breach of any representation, warranty, covenant or agreement on the part of Fox set forth in this Agreement, or if any representation or warranty of Fox is or becomes inaccurate, and in either case such breach or inaccuracy (i) is not cured or capable of being cured by the earlier of the day prior to the Termination Date and thirty (30) days following written notice of such breach from Buyer (to the extent such breach is curable) and (ii) would give rise to the failure of a condition set forth in Section 10.03; provided, that Buyer shall not have the right to terminate this Agreement pursuant to this Section 11.01(d) if Buyer is then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach, if not cured, would render the conditions set forth in Section 10.01 and Section 10.02 incapable of being satisfied.

The party desiring to terminate this Agreement pursuant to this Section 11.01 (other than pursuant to Section 11.01(a)) shall give written notice of such termination to the other party.

Section 11.02 Notice of Breach. Notwithstanding anything to the contrary in this Article XI, (a) neither Fox nor Buyer shall be entitled to provide notice of termination pursuant to Section 11.01(c) or Section 11.01(d) unless Fox or Buyer, as the case may be, has provided the other party notice of the particular breach that would warrant termination of this Agreement and thirty (30) days to cure such breach and (b) notwithstanding anything in the foregoing clause (a) to the contrary, in no event shall Buyer have any cure period for any failure to pay the Purchase Price in accordance with Section 2.06.

Section 11.03 Effect of Termination. In the event of a termination of this Agreement pursuant to Section 11.01, this Agreement (other than the Confidentiality Agreement, Section 7.04, Section 12.01, Article XI, Article XIII and Article I to the extent related to such foregoing Sections or Articles, which shall remain in full force and effect) shall forthwith become null and void, and neither party hereto (nor any of their respective Affiliates, members, directors, officers or employees) shall have any liability or further obligation; provided, however, that any such termination shall not relieve Fox or Buyer from any liability for any willful and material breach of this Agreement occurring prior to such termination.

ARTICLE XII

SURVIVAL; INDEMNIFICATION

Section 12.01 Survival. None of the representations or warranties contained in this Agreement, or in any instrument or certificate delivered by any party at the Closing will survive the Closing, except, in each case, in the case of actual fraud by Fox or Buyer; provided, that the Fundamental Representations shall survive until the second (2nd) anniversary of the Closing Date, except in each case, in the case of actual fraud by Fox or Buyer. Any claims for breach of the covenants and other agreements contained in this Agreement or in any instrument or certificate delivered by any party at the Closing, in each case which are required by their terms to be performed in whole or in part on or prior to the Closing, will survive the Closing until the nine (9) month anniversary of the Closing Date. Any claims for indemnification under Section

12.03(c) shall survive the Closing until the three (3) month anniversary of the Closing Date. The covenants and agreements in this Agreement which contemplate performance after the Closing or that by their terms contemplate performance after the termination of this Agreement, will survive until performed or otherwise in accordance with their terms set forth herein. No party shall have any liability to another party for any claim made following the applicable expiration date. Notwithstanding the foregoing, if a party provides notice of a claim in accordance with Section 12.04 prior to the applicable expiration date, such claim shall survive until finally resolved. The parties further acknowledge that the time periods set forth herein for the assertion of claims under this Agreement are the result of arms-length negotiation among the parties and that they intend for the time periods to be enforced as agreed by the parties.

Section 12.02 Indemnification by Buyer. From and after the Closing, Buyer shall indemnify against and hold harmless Fox and its Affiliates and their respective employees, officers, members, successors, assigns and Representatives (collectively, the “Seller Indemnified Parties”) from, and will promptly defend any Seller Indemnified Party from and reimburse any Seller Indemnified Party for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including any Proceeding brought by any Governmental Authority or Person and including reasonable attorneys’ fees and expenses reasonably incurred) (collectively, “Losses”), which any Seller Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

- (a) any breach or inaccuracy of the representations and warranties contained in Section 4.09, of any Buyer Fundamental Representation contained in this Agreement, or in any certificate delivered pursuant hereto;
- (b) any breach or nonfulfillment of any agreement or covenant of Buyer under the terms of this Agreement; and
- (c) the Assumed Liabilities.

Section 12.03 Indemnification by Fox. From and after the Closing, Fox shall indemnify against and hold harmless Buyer, its Affiliates, and each of their successors and permitted assigns, and their respective employees, officers, directors, successors, assigns and Representatives (collectively, the “Buyer Indemnified Parties”) from, and will promptly defend any Buyer Indemnified Party from and reimburse any Buyer Indemnified Party for, any and all Losses which such Buyer Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

- (a) any breach or inaccuracy of any Fox Fundamental Representation contained in this Agreement or in any certificate delivered pursuant hereto;
- (b) any breach or nonfulfillment of any agreement or covenant of Fox under the terms of this Agreement;
- (c) any willful and material breach or nonfulfillment of any agreement or covenant of Fox set forth in Section 4.6 of the Austin Option Agreement occurring prior to the date of this Agreement; and

- (d) the Excluded Liabilities and the Excluded Assets.

Section 12.04 Notification of Claims.

(a) A Fox Indemnified Party or Buyer Indemnified Party entitled to be indemnified pursuant to Section 12.02 or Section 12.03 (the “Indemnified Party”) shall promptly notify the party liable for such indemnification (the “Indemnifying Party”) in writing of any claim or demand that the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement; provided, that a failure to give prompt notice or to include any specified information in any notice will not affect the rights or obligations of any party hereunder except and only to the extent that, as a result of such failure, any party that was entitled to receive such notice was damaged as a result of such failure. Subject to the Indemnifying Party’s right to defend in good faith third party claims as hereinafter provided, the Indemnifying Party shall satisfy its obligations under this Article XII within thirty (30) days after the receipt of written notice thereof from the Indemnified Party. No claim may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the applicable survival period.

(b) If the Indemnified Party shall notify the Indemnifying Party of any claim pursuant to Section 12.04(a), the Indemnifying Party shall have the right to employ counsel of its choosing to defend any such claim asserted by any third party against the Indemnified Party for so long as the Indemnifying Party shall continue in good faith to diligently defend against such claim. The Indemnified Party shall have the right to participate in the defense of any such claim at its own cost and expense. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as reasonably possible after the date of the notice of claim given by the Indemnified Party to the Indemnifying Party under Section 12.04(a), of its election to defend in good faith any such third party claim. So long as the Indemnifying Party is defending in good faith any such claim asserted by a third party against the Indemnified Party, the Indemnified Party shall not settle or compromise such claim without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed and the Indemnified Party shall make available to the Indemnifying Party or its agents all material records and other material in the Indemnified Party’s possession reasonably required by it for its use in contesting any third party claim. Under no circumstances may the Indemnifying Party settle or compromise such claim without the written consent of (1) insurer to the extent required under any R&W Insurance Policy and (2) the Indemnified Party, which consent of the Indemnified Party shall not be unreasonably withheld, conditioned or delayed so long as (x) the Indemnified Party is given a full and complete release of any and all liability from any claims made against it by the third party or third parties making such third party claim, (y) the Indemnified Party has no obligation to pay any monetary damages and (z) such settlement does not impose an injunction or other equitable relief to the Indemnified Party. In the event (i) the Indemnifying Party elects not to defend such claim, (ii) the Indemnifying Party elects to defend such claim but fails to diligently defend such claim in good faith, (iii) the Indemnified Party reasonably shall have concluded (upon advice of its counsel) that there may be one or more legal or equitable defenses available to such Indemnified Party or other Indemnified Parties that are

not available to the Indemnifying Parties, (iv) the claim involves an allegation by a Governmental Authority or primarily seeks equitable relief, or (v) the Indemnified Party reasonably shall have concluded (upon advice of its counsel) that, with respect to such claims, the Indemnified Party and the Indemnifying Parties have an actual conflict of interest, or that an actual conflict of interest is reasonably likely to exist, then the Indemnified Party shall have the right to conduct the defense thereof and to settle or compromise such claim or action without the consent of the Indemnifying Party, except that with respect to the settlement or compromise of such a claim, the Indemnified Party shall not settle or compromise any such claim without the consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed), unless (x) the Indemnifying Party is given a full and complete release of any and all liability from any claims made against it by the third party or third parties making such third party claim, (y) the Indemnifying Party has no obligation to pay any monetary damages and (z) such settlement does not impose an injunction or other equitable relief to the Indemnifying Party. If any of the foregoing clauses (i) – (v) in the immediately preceding sentence apply, and the Indemnifying Parties do not defend any claim, then the Indemnified Party shall have the right to proceed diligently to defend such matter with the assistance of counsel (with counsel selected by the Indemnified Party) and shall be entitled to be reimbursed for all reasonable, documented out-of-pocket costs, expenses and fees incurred by the Indemnified Party in the defense of such matter.

(c) Regardless of which party assumes the defense of such matter, the parties shall reasonably cooperate with one another in connection therewith. Such reasonable cooperation shall include making reasonably available all books, records and other documents and materials that are relevant to the defense of such matter and making employees, officers and advisors reasonably available to provide additional information or to act as a witness or respond to legal process. The parties shall use reasonable best efforts to avoid production of confidential information (consistent with applicable Law), and to cause all communications among employees, counsel and others representing any party to a third-party claim to be made so as to preserve any applicable attorney-client or work-product privileges.

Section 12.05 Net Losses; Subrogation; Mitigation; Materiality.

(a) Notwithstanding anything contained herein to the contrary, the amount of any Losses incurred or suffered by an Indemnified Party shall be calculated after giving effect to (i) any insurance proceeds received by the Indemnified Party (or any of its Affiliates) with respect to such Losses and (ii) any recoveries obtained by the Indemnified Party (or any of its Affiliates) from any other third party, in each case, net of any deductibles or retentions paid (or that reduce the amount of recovery) by the Indemnified Party and any reasonable costs and expenses incurred in obtaining such proceeds and recoveries. Each Indemnified Party shall exercise commercially reasonable efforts to obtain such proceeds, benefits and recoveries (collectively, “Proceeds”). If any such Proceeds are received by an Indemnified Party (or any of its Affiliates) with respect to any Losses after an Indemnifying Party has made a payment to the Indemnified Party with respect thereto, the Indemnified Party (or such Affiliate) shall promptly pay to the Indemnifying Party the amount of such Proceeds (up to the amount of the Indemnifying Party’s payment) net of any deductibles or retentions paid (or that reduce the amount of recovery) by the Indemnified Party and any reasonable costs and expenses incurred in

obtaining such Proceeds. With respect to any Losses incurred or suffered by an Indemnified Party, the Indemnifying Party shall have no obligation to indemnify the Indemnified Party for any Losses to the extent that the same Losses have already been recovered by the Indemnified Party from the Indemnifying Party (so that the Indemnified Party may only recover once in respect of the same Loss).

(b) Upon making any payment to an Indemnified Party in respect of any Losses, the Indemnifying Party shall, to the extent of such payment, be subrogated to all rights of the Indemnified Party (and its Affiliates) against any third party insurer in respect of the Losses to which such payment relates unless such subrogation would be detrimental in any material respect to the Indemnified Party (or its Affiliates). Such Indemnified Party (and its Affiliates) and Indemnifying Party shall execute upon request all instruments reasonably necessary to evidence or further perfect such subrogation rights.

(c) Buyer and Fox shall use commercially reasonable efforts to mitigate any Losses, whether by asserting claims against a third party or by otherwise qualifying for a benefit that would reduce or eliminate an indemnified matter; provided, that no party shall be required to use such efforts if they would be detrimental in any material respect to such party.

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

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

Section 12.06 Computation of Indemnifiable Losses. Any calculation of Losses for purposes of this Article XII shall be (a) reduced to account for any net Tax benefits actually realized by the Indemnified Party arising from the deductibility of any such Loss in the year such Loss is incurred or in the immediately succeeding year; and (b) to the extent such receipt or accrual is not treated as an adjustment to the purchase price pursuant to Section 12.08 of this Agreement, increased to take account of any net Tax liability actually realized by the Indemnified Party arising from the receipt or accrual of an indemnity obligation hereunder.

Section 12.07 Remedies Generally.

(a) No party shall have any liability to any other party under this Agreement for punitive or exemplary damages except to the extent payable to a third party in connection with a third party claim. Nothing contained in this Agreement shall (i) relieve or limit the liability of either party from any liability or Losses arising out of or resulting from actual fraud or intentional breach in connection with the transactions contemplated in this Agreement or the

Ancillary Agreements or (ii) be construed to limit the Buyer Indemnified Parties' rights under any R&W Insurance Policy.

(b) The sole and exclusive remedy of the Buyer Indemnified Parties for breaches of any representation or warranty of Fox contained in Article III of this Agreement, except with respect to the Fox Fundamental Representations as set forth in this Article XII and except with respect to actual fraud, is to make a claim against any R&W Insurance Policy, and neither Buyer nor any Buyer Indemnified Party will assert any claim against Fox or any of its Affiliates on the basis of any breach of any such representation or warranty contained in Article III of this Agreement (including in any Schedule, Disclosure Schedule, Exhibit hereto or certificate delivered pursuant hereto), except with respect to the Fox Fundamental Representations as set forth in this Article XII, and except with respect to actual fraud. In the event that a claim relates to a breach of a Fox Fundamental Representation (and not in the case of any other claim for breach of a representation and warranty, except with respect to actual fraud), any Buyer Indemnified Party may pursue recovery of any Loss directly from Fox and no provision of this Agreement, including Section 12.05, shall require any Buyer Indemnified Party to make a claim against any R&W Insurance Policy with respect to breaches of any Fox Fundamental Representation, if any (or with respect to breaches of any other representation or warranty of Fox contained in Article III of this Agreement). This Section 12.07(b) shall still apply (i) if a R&W Insurance Policy is never issued by an insurer, (ii) any R&W Insurance Policy is revoked, cancelled, or modified in any manner after issuance, or (iii) if any Buyer Indemnified Party makes a claim under any R&W Insurance Policy and such claim is denied in whole or in part by the insurer.

Section 12.08 Tax Treatment. To the extent permitted by applicable Law, all indemnity payments made pursuant to this Agreement shall be treated by the parties hereto as an adjustment to the purchase price.

ARTICLE XIII **GENERAL PROVISIONS**

Section 13.01 Expenses. Except as may be otherwise specified herein (including, Section 7.01(c)), all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred.

Section 13.02 Notices. Notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by facsimile (with confirmation of transmission), by email (with confirmation of receipt) or sent by a nationally recognized overnight courier service, such as Federal Express, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice made pursuant to this Section 13.02):

If to Buyer:

[Sinclair Television Group, Inc.]
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attention: Christopher S. Ripley, President
Fax: (410) 568-1591
Email: csripley@sbgstv.com

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

Sinclair Television Group, Inc.
10706 Beaver Dam Road
Cockeysville, Maryland 21030
Attention: Barry Faber, General Counsel
Fax: (410) 568-1537
Email: bfaber@sbgstv.com

and

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

If to Fox:

c/o Fox Television Stations, LLC
1211 Avenue of the Americas
New York, NY 10036
Attention: Joe Dorrego, Executive Vice President and Chief Financial Officer
Fax: (212) 301-5058
Email: joseph.dorrego@foxtv.com

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

Hogan Lovells US LLP
875 Third Avenue
New York, NY 10022
Attention: Alexander Johnson
Fax: (212) 918-3100
Email: alex.johnson@hoganlovells.com

and to:

Hogan Lovells US LLP
Park Place II
7930 Jones Branch Drive, Ninth Floor
McLean, VA 22102
Attention: Richard T. Horan, Jr.
Fax: (703) 610-6200
Email: richard.horan@hoganlovells.com

Section 13.03 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

Section 13.04 Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced because of the application of any Law or the regulations and policies of any Governmental Authority or the decision by any Governmental Authority of competent jurisdiction (including any court), all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 13.05 Entire Agreement. This Agreement, the Ancillary Agreements, the Disclosure Schedules, the Buyer Disclosure Schedules, the Confidentiality Agreement, and any other agreements, contracts, documents or other instruments entered into by Fox and Buyer and/or their respective Affiliates as of the date hereof, constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between Fox and Buyer with respect to the subject matter hereof and thereof, except as otherwise expressly provided herein.

Section 13.06 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Fox may not assign its rights or obligations under this Agreement without Buyer's prior written consent and Buyer may not assign its rights or obligations under this Agreement without Fox's prior written consent; provided, that (a) Buyer may assign all or any portion of its rights and obligations hereunder to an Affiliate without the written consent of Fox; provided, further, that any assignment made pursuant to this clause (a) must be eligible to be effected through either an FCC "short-form" application, pursuant to Section 73.3540 of the FCC Rules, or a minor amendment to the FCC Application, pursuant to Section 73.3578(b) of the FCC Rules, and no such assignment shall relieve Buyer of its liabilities and obligations hereunder; provided, further that notwithstanding the foregoing, in the event that (i) either (A) the FCC Consent has been obtained, or (B) special communications counsel for each of Buyer and Fox have mutually determined in good faith that, based upon consultation with the applicable staff of the FCC, it is

reasonably likely that the FCC Consent will be granted within five (5) days of such consultation, and (ii) all of the other conditions set forth in Article X have been satisfied other than those conditions which by their nature are to be satisfied at Closing and which conditions, to the extent applicable to Fox, Fox stands ready to satisfy, then Buyer shall have no right to assign this Agreement without the prior written consent of Fox; (b) Fox may assign all or any portion of this Agreement or any or all of its rights or obligations hereunder, including with respect to one or more Stations, to an Affiliate, without the written consent of the other party hereto; and (c) Buyer may assign this Agreement pursuant to the terms and subject to the conditions, as applicable, of Section 13.06(c) of the Disclosure Schedules³; provided, that, in each case, no such assignment shall relieve Fox or Buyer of its liabilities and obligations hereunder.

Section 13.07 No Recourse. Notwithstanding any of the terms or provisions of this Agreement, none of Fox, Buyer or any Person acting on such Person's behalf, may assert any Proceeding against any employee, officer, director, member, Representative or trustee of the other party or stockholder, member or trustee of such other party in connection with or arising out of this Agreement or the transactions contemplated hereby.

Section 13.08 No Third-Party Beneficiaries. Except as expressly provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 13.09 Amendments and Waivers.

(a) This Agreement may not be amended or modified except by an instrument in writing signed by Fox and Buyer.

(b) At any time prior to the Closing, either party may (i) extend the time for the performance of any obligation or act required by the other party hereto, (ii) waive any inaccuracies in the representations and warranties of the other party hereto contained herein or in any document delivered pursuant hereto, or (iii) waive compliance by the other party hereto with any of the agreements or conditions contained herein. Any such extension or waiver shall be valid only if set forth in an instrument in writing signed by the party to be bound thereby.

(c) No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law.

Section 13.10 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to conflicts of laws principles that would result in the application of the Law of any other state. In

³ NTD: Clause (c) to be included only in the event that Sinclair or one of its Affiliates is the party to this Agreement.

addition, each of the parties (a) consents to submit itself, and hereby submits itself, to the personal jurisdiction of the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and agrees not to plead or claim any objection to the laying of venue in any such court or that any judicial proceeding in any such court has been brought in an inconvenient forum, (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, and (d) consents to service of process being made through the notice procedures set forth in Section 13.02, which service of process will be deemed made on the third (3rd) day following delivery of such notice.

Section 13.11 Remedies; Specific Performance. The rights and remedies of the parties shall be cumulative with and not exclusive of any other remedy conferred hereby. The parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to injunctions, specific performance and other equitable relief to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, including the obligations to consummate the transactions contemplated hereby, in the Court of Chancery of the State of Delaware or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any federal court located in the State of Delaware without proof of actual damages or otherwise (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties' rights in this Section 13.11 are an integral part of the transactions contemplated hereby and each party hereby waives any objections to any remedy referred to in this Section 13.11. Each of the parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity.

Section 13.12 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING ANY ACTION ARISING OUT OF OR RELATED TO ANY FINANCING FOR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 13.13 Counterparts. This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original but both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page

to this Agreement by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Asset Purchase Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

[Buyer]

By: _____

Name:

Title:

[Signature Page to Asset Purchase Agreement]

NW Communications of Austin, Inc.

By: _____

Name:

Title:

[Signature Page to Asset Purchase Agreement]