

**ASSET PURCHASE AGREEMENT**  
**DATED AS OF OCTOBER 18, 2020**  
**BY AND BETWEEN**  
**RAMAR COMMUNICATIONS, INC.**  
**AND**  
**SAGAMOREHILL OF LUBBOCK, LLC**

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**ASSET PURCHASE AGREEMENT** (the “Agreement”) dated as of October 18, 2020, by and between (i) Ramar Communications, Inc., a Texas corporation (“Seller”); and (ii) SagamoreHill of Lubbock, LLC, a Delaware limited liability company (“Purchaser”).

**WHEREAS**, Seller owns and operates the television broadcast stations KJTV-TV, Lubbock, TX (FCC Facility ID No. 55031) (“KJTV”), KJTV-CD, Wolfforth, TX (FCC Facility ID No. 168090) (“KJTV-CD”), and K19KT, Hobbs, NM (FCC Facility ID No. 55034) (“K19KT” and together with KJTV and KJTV-CD, the “Stations” and each, a “Station”) pursuant to certain authorizations issued by the United States Federal Communications Commission (the “FCC”) to Seller;

**WHEREAS**, Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, the License Assets (as defined herein), excluding the Excluded Assets (as defined herein) and in connection therewith, Purchaser has agreed to assume certain liabilities of Seller relating to the Stations, all upon the terms and subject to the conditions set forth herein and in the Operative Agreements (as defined herein) (such transactions sometimes being referred to herein as the “Transactions”);

**WHEREAS**, concurrently with the execution and delivery of this Agreement, Seller has entered into an Asset Purchase Agreement (the “Non-License Purchase Agreement”) pursuant to which, on the terms and conditions set forth therein, Purchaser shall purchase from Seller and Seller and shall sell to Purchaser the Station Assets (as defined therein), which exclude, among other items, the License Assets (as defined herein);

**WHEREAS**, concurrently with the execution and delivery of this Agreement, Seller and Gray Media Group, Inc., a Delaware corporation (“Gray”) have entered into an Asset Purchase Agreement (the “KLCW Purchase Agreement”) pursuant to which, on the terms and conditions set forth therein, Gray shall purchase from Seller and Seller and shall sell to Gray the Station Assets (as defined therein), which exclude, among other items, the License Assets (as defined herein);

**WHEREAS**, the prior consent of the FCC is required to permit the consummation of the Transactions; and

**WHEREAS**, Seller and Purchaser desire to make certain representations, warranties, covenants and agreements in connection with the Transactions, all as more fully set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants, promises and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the parties hereto hereby agree as follows:

## **ARTICLE 1** **DEFINITIONS**

1.1 Certain Definitions. For all purposes of and under this Agreement, the following terms shall have the respective meanings set forth below:

(a) “Accounts Receivable” means all accounts receivable, notes receivable and other monies due to Seller for sales and deliveries of goods, performance of services, sale of

advertisements, broadcast time and programming and other business transactions related to the Stations attributable to the period prior to the Effective Time.

(b) “Action” means any claim, action, suit or proceeding, arbitral action, governmental inquiry, criminal prosecution or other investigation.

(c) “Affiliate” means, as applied to any Person, (i) any other Person directly or indirectly controlling, controlled by or under common control with, that Person, or (ii) any director, partner, member, officer, manager, agent, employee or relative of such Person. For the purposes of this definition, “control” (including with correlative meanings, the terms “controlling,” “controlled by,” and “under common control with”) as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract or otherwise.

(d) “Business Day” means any weekday (Monday through Friday) on which commercial banks in Lubbock, Texas are open for business.

(e) “Communications Act” means the Communications Act of 1934, as amended, any successor statute thereto, and all rules, regulations and published policies of the FCC promulgated thereunder.

(f) “Confidentiality Agreement” means the Letter of Confidentiality entered into by Purchaser and Kalil & Co., Inc. dated August 20, 2020.

(g) “Contract” means any currently enforceable contract, agreement, non-governmental license, sales and purchase orders, indenture, note, bond, instrument, lease, conditional sales contract, mortgage, license, franchise agreement, concession agreement, security interest, guaranty, binding commitment or other agreement.

(h) “Employee Plan” means (a) any employee benefit plan, agreement, arrangement or policy, whether or not subject to ERISA, including any retirement, pension, deferred compensation, severance, profit sharing, savings, group health, dental, life insurance, disability, cafeteria or vacation plan, agreement, policy or arrangement; (b) any equity or equity-based compensation plan or arrangement; (c) any bonus or incentive arrangement; and (d) any severance or termination agreements, policies or arrangements that are not covered by ERISA; in each case, sponsored, maintained or contributed to or required to be maintained or contributed to by Seller or with respect to which Seller, has or may have actual or contingent liability or obligation for the benefit of any current or former Business Employee, director and/or independent contractor who is or was directly engaged, exclusively, in the operation of the Stations.

(i) “Encumbrance” means any security interest, pledge, mortgage, lien, charge, adverse claim of ownership or use, restriction on transfer (such as a right of first refusal or other similar right), defect of title, or other encumbrance of any kind or character.

(j) “Enforceability Exceptions” means the exceptions or limitations to the enforceability of Contracts under principles of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Law affecting creditors’ rights and relief of debtors generally, and rules of law and general principles of equity including, without limitation, rules of law

and general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(k) “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, any successor statute thereto, and the rules and regulations promulgated thereunder.

(l) “ERISA Affiliate” means any Person that is or has at any relevant time been treated as a single employer with Seller under Sections 414(b), (c), (m) or (o) of the Internal Revenue Code, or any Person that is or has at any relevant time been “under common control” with Seller within the meaning of Section 4001(b) of ERISA.

(m) “FCC Consent” means the actions of the FCC (including any action duly taken by the FCC’s staff pursuant to delegated authority) granting consent to the assignment of the FCC Licenses necessary for the consummation of the Transactions.

(n) “FCC Licenses” means all of the FCC licenses, permits and other authorizations issued to Seller with respect to the Stations including any pending applications for or renewals or modifications thereof.

(o) “GAAP” means generally accepted accounting principles in the United States.

(p) “Governmental Authority” means any government, any governmental entity, department, commission, board, agency or instrumentality, and any court, tribunal, or judicial body, in each case whether federal, state, county, provincial, local or foreign.

(q) “Governmental Order” means any statute, rule, regulation, order, judgment, injunction, decree, stipulation or determination issued, promulgated or entered by or with any Governmental Authority of competent jurisdiction.

(r) “Independent Accounting Firm” means BDO USA, LLP.

(s) “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, any successor statute thereto, and the rules and regulations promulgated thereunder.

(t) “IRS” means the United States Internal Revenue Service, and any successor agency thereto.

(u) “Knowledge of Seller”, “Seller’s Knowledge”, “known to Seller” and phrases of similar import mean, with respect to any matter in question relating to Seller, the actual knowledge of such matter by the named individuals listed in Schedule 1.1(u) hereto.

(v) “Law” means, as in effect on any date of determination, applicable common law or any applicable statute, permit, ordinance, code or other law, rule, regulation or order enacted, adopted, promulgated or applied by any Governmental Authority, including any applicable Governmental Order.

(w) “Liability” means any indebtedness, obligation and other liability (whether absolute, accrued, matured, contingent (or based upon any contingency), known or unknown, fixed

or otherwise, or whether due or to become due), including, any fine, penalty, judgment, award or settlement respecting any judicial, administrative or arbitration proceeding, damage, loss, claim or demand with respect to any Law.

(x) “License” means any franchise, approval, permit, order, authorization, consent, license, registration or filing, certificate, variance and any other similar right obtained from or filed with any Governmental Authority.

(y) “Material Adverse Effect” means any event, condition, change, occurrence, development, circumstance, effect or state of facts (each, an “Effect”) that, individually or in the aggregate with any such other Effect, would reasonably be expected to (a) prevent Seller from consummating the Transactions or performing its obligations under this Agreement, or (b) be materially adverse to the License Assets or the operations, business, financial condition or results of operations of the Stations, taken as a whole, except for any such Effect arising out of, resulting from or attributable to, directly or indirectly, individually or in the aggregate: (i) any federal, state, local or foreign governmental actions, including proposed or enacted legislation, regulatory changes or Law, except to the extent such changes disproportionately affect the Stations (relative to other broadcast television stations in the State of Texas); (ii) changes in GAAP or regulatory accounting principles; (iii) actions taken with Purchaser’s written consent; (iv) conditions in the United States or global economy or capital, credit or financial markets generally, except to the extent such changes disproportionately affect the Stations (relative to other broadcast television stations in the State of Texas); (v) Effects generally applicable to the broadcast television industry, except to the extent such conditions disproportionately affect the Stations (relative to other broadcast television stations in the State of Texas); (vi) the ratings performance of any network with which a Station is affiliated; (vii) natural disasters, hostilities, acts of terrorism, war, pandemics or epidemics, or any material escalation of any such hostilities, acts of terrorism, war, pandemics or epidemics; and (viii) the execution and delivery of this Agreement and the announcement of this Agreement and the Transactions contemplated hereby.

(z) “MVPD” means any multi-channel video programming distributor, as that term is defined by the FCC as of the date of this Agreement.

(aa) “Operative Agreements” means, collectively, this Agreement, the Bill of Sale, the Assignment and Assumption, the Assignments and Assumptions for FCC Licenses and any other agreement delivered in connection with the Closing, if any.

(bb) “Organizational Documents” means, with respect to any Person (other than an individual), the articles or certificate of incorporation, bylaws, certificate of formation, limited liability company operating agreement and all other organization documents of such Person.

(cc) “Permitted Encumbrances” means, as to any License Asset, (A) liens for Taxes, assessments and governmental charges not yet due and payable or that are being contested in good faith; (B) zoning laws and ordinances and similar Laws that are not materially violated by any existing improvement or that do not materially prohibit the use by Purchaser following the Closing subject thereto as currently used in the operation of the Stations; (C) any rights reserved to any Governmental Authority to regulate the affected property (including restrictions stated in any permits); (D) in the case of any leased asset, (i) the rights of any lessor under the applicable lease

agreement and (ii) any statutory lien for amounts that are not yet due and payable or that are being contested in good faith; (E) Encumbrances created by or through Purchaser or any of its Affiliates; (F) minor defects of title, easements, rights-of-way, restrictions and other minor imperfections or irregularities in title that are reflected in the public records that do not individually or in the aggregate materially interfere with the right or ability to use the applicable License Assets as presently utilized; (G) Encumbrances that will be released or discharged prior to or as of the Closing; and (H) materialmen's, mechanics', workmen's, repairmen's or other like liens arising in the ordinary course of business for amounts not yet due and payable solely to the extent that Purchaser receives a credit therefor in the Prorations.

(dd) "Person" means any individual, general or limited partnership, firm, corporation, limited liability company, association, trust, unincorporated organization or other entity, including any Governmental Authority, and including any successor, by merger or otherwise, of any of the foregoing.

(ee) "Program Rights" means the rights of the Stations presently existing or obtained after the date of this Agreement and prior to the Closing Date in accordance with the terms of this Agreement, to distribute television programs or shows as part of the programming, including all film and program barter agreements, sports rights agreements, news rights or service agreements, affiliation agreements and syndication agreements related to the Stations, in each case, that are either (x) owned by Seller or (y) licensed to Seller.

(ff) "Tax" means any federal, state, local or foreign income, gross receipts, sales, use, ad valorem, employment, severance, transfer, gains, profits, excise, franchise, property, capital stock, premium, minimum and alternative minimum or other taxes, fees, levies, duties, assessments or charges of any kind or nature whatsoever imposed by any Governmental Authority (whether payable directly or by withholding), together with any interest, penalties (civil or criminal), additions to, or additional amounts imposed by, any Governmental Authority with respect thereto and any expenses incurred in connection with the determination, settlement or litigation of any Liability therefor.

(gg) "Tax Return" means a report, return or other information required to be supplied to a Governmental Authority with respect to any Tax.

(hh) "Trade Agreement" means any contract, agreement or commitment, oral or written, other than film and program barter agreements, pursuant to which Seller has agreed to sell or trade commercial air time or commercial production services of the Stations in consideration for any property or service in lieu of cash.

(ii) "Transferred Employees" means all Business Employees who accept any offer of employment from Purchaser on or after the Closing.

(jj) "Transmission Equipment" means all analog, digital and other equipment owned by Seller and used or held for use in the operations of the Stations, including the antenna, transmitter and all associated transmission equipment, lines and facilities.

(kk) "WARN" means the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 201 et seq., as amended.

1.2 Certain Additional Definitions. For all purposes of and under this Agreement, the following terms shall have the respective meanings ascribed thereto in the respective sections of this Agreement set forth opposite each such term below:

<u>Term</u>	<u>Section</u>
<u>Agreement</u>	Preamble
<u>Assignment and Assumption</u>	3.2(a)(ii)
<u>Assignment of FCC Licenses</u>	3.2(a)(iii)
<u>Assumed Liabilities</u>	2.2(b)
<u>Base Purchase Price</u>	2.3
<u>Bill of Sale</u>	3.2(a)(i)
<u>Business Contract(s)</u>	2.1(b)(iv)
<u>Business Insurance Policies</u>	4.18
<u>Cap</u>	8.5(a)
<u>Closing</u>	3.1
<u>Closing Date</u>	3.1
<u>Core Representations</u>	8.1
<u>Damages</u>	8.2
<u>Deductible</u>	8.5(a)
<u>Effective Time</u>	3.1
<u>Excluded Assets</u>	2.1(c)
<u>Excluded Contracts</u>	2.1(c)(vii)
<u>Excluded Liabilities</u>	2.2(c)
<u>FCC</u>	Recitals
<u>FCC Applications</u>	6.4(b)
<u>Final Purchase Price</u>	2.5(b)(iii)
<u>Gray</u>	Recitals
<u>Indemnified Party</u>	8.4(a)
<u>Indemnifying Party</u>	8.4(a)
<u>Indemnity Notice Period</u>	8.4(b)
<u>K19KT</u>	Recitals
<u>KJTV</u>	Recitals
<u>KJTV-CD</u>	Recitals
<u>KLCW Purchase Agreement</u>	Recitals
<u>License Assets</u>	2.1(b)
<u>Non-License Purchase Agreement</u>	Recitals
<u>Notice of Claim</u>	8.4(a)
<u>Proceeds</u>	6.10(a)
<u>Prorated Assumed Liabilities</u>	2.4(b)
<u>Prorated License Assets</u>	2.4(b)
<u>Prorations</u>	2.4(a)

<u>Term</u>	<u>Section</u>
<u>Purchase Price</u>	2.3
<u>Purchaser</u>	Preamble
<u>Purchaser Indemnified Party</u>	8.3
<u>Required Consent</u>	7.1(f)
<u>Seller</u>	Preamble
<u>Seller Indemnified Party</u>	8.2
<u>Stations</u>	Recitals
<u>Third Party Claim</u>	8.4(a)
<u>Tower Lease</u>	3.2(b)(iii)
<u>Transaction Expenses</u>	6.6
<u>Transactions</u>	Recitals
<u>Transfer Taxes</u>	6.6
<u>Upset Date</u>	9.1(a)(iii)

**ARTICLE 2**  
**PURCHASE AND SALE OF ASSETS**

2.1 Purchase and Sale of License Assets.

(a) Purchase and Sale. Upon the terms and subject to the conditions set forth herein, at Closing, Purchaser shall purchase from Seller, and Seller shall irrevocably sell, convey, transfer, assign and deliver to Purchaser, free and clear of all Encumbrances other than Permitted Encumbrances, all right, title and interest of Seller in and to the License Assets.

(b) License Assets. For all purposes of and under this Agreement, the term “License Assets” shall mean, refer to and include the following, except to the extent that any of the following are included within the Excluded Assets:

- (i) the FCC Licenses and the call letters of the Stations;
- (ii) any books and records maintained by Seller that are necessary to operate the Stations, including those necessary to operate the Stations in compliance with the FCC’s rules and regulations, including, but not limited to, the public inspection files of the Stations and all documents and correspondence for reimbursements sought from the FCC in connection with Seller’s efforts to modify any Station following the broadcast television incentive auction and all personnel and employment records for Transferred Employees (to the extent permitted by Law);
- (iii) all Transmission Equipment specifically listed on Schedule 2.1(b)(iii);
- (iv) to the extent transferable by Seller to Purchaser, all Contracts listed on Schedule 2.1(b)(iv) and all other Contracts to which Seller is a party pertaining to the License Assets and all rights of Seller thereunder (each a “Business Contract” and, collectively,

“Business Contracts”), including the programming agreements and retransmission consent agreements listed thereon;

(v) all prepaid expenses and charges paid during the period prior to the Effective Time in respect of the License Assets and attributable to the periods on or after the Effective Time, in each case, to the extent reflected as a credit in favor of Seller in the Prorations;

(vi) to the extent assignable and except to the extent relating to any Excluded Liabilities, all of Seller’s rights, claims, credits, causes of action or rights of set-off against third parties relating to the License Assets, including claims pursuant to all warranties, representations and guarantees made by suppliers, manufacturers, contractors and other third parties in connection with products or services purchased by or furnished to Seller affecting any of the License Assets;

(vii) the Accounts Receivable; and

(viii) all goodwill associated with the License Assets.

(c) Excluded Assets. Notwithstanding anything to the contrary herein, Seller shall not convey, assign, or transfer to Purchaser, and Purchaser shall not acquire or have any rights to acquire, any assets of Seller other than the License Assets, including without limitation the following assets (the “Excluded Assets”):

(i) all of Seller’s rights to (A) Seller’s names, service names and trade names, (B) the corporate and trade names listed on Schedule 2.1(c)(i), (C) all URLs and internet domain names consisting of or containing any of the foregoing, and (D) any variations or derivations of, or marks confusingly similar to, any of the foregoing;

(ii) all cash, cash equivalents, promissory notes, investments and securities of Seller;

(iii) all bank and other depository accounts of Seller;

(iv) all (A) tax records and tax returns (other than those tax records and tax returns related to personal and real property taxes with respect to the License Assets), books of account and other materials not relating to the License Assets or the operation of the Stations, (B) Organizational Documents, minute books and all other books and records relating to the organization, existence or ownership of Seller, (C) records, documents, plans and financial records related to the Transactions and (D) all records relating to other Excluded Assets;

(v) all refunds or rights to refunds (and credits in lieu of refunds) of Taxes;

(vi) all Business Insurance Policies (including, without limitation, title insurance policies) or other insurance policies relating to the Stations, any refunds paid or payable in connection with the cancellation or discontinuance of any insurance policies

applicable to the Stations, and any claims made under any such insurance policies and any proceeds payable thereunder;

(vii) any Business Contract (A) that is subject to Section 3.5, unless and until consent to the assignment of such Business Contract is obtained pursuant to Section 3.5 (subject to obligations of the parties as set forth in Section 3.5), (B) listed on Schedule 2.1(c)(vii) (Excluded Contracts), (C) entered into prior to the date hereof that was required to be listed on Schedule 4.7(a) but was not so listed thereon and that is designated by Purchaser within thirty (30) days of the discovery by the Purchaser that such Business Contract was required to be listed on Schedule 4.7(a) or (D) that was entered into, renewed or amended after the date hereof in violation of Section 6.1 (collectively, the “Excluded Contracts”);

(viii) subject to Section 6.7, rights in or any assets associated with or allocated to the Benefit Plans;

(ix) all intercompany debts and other obligations due to Seller from any Affiliates of Seller or any director, partner, member, officer, manager or employee of Seller;

(x) all rights of Seller under this Agreement and the other Operative Agreements, the Purchase Price hereunder, any agreement, certificate, instrument or other document executed and delivered by Seller or Purchaser in connection with the Transactions, or any side agreement between Seller and Purchaser entered into on or after the date of this Agreement;

(xi) any assets being transferred to Purchaser pursuant to the Non-License Purchase Agreement or Gray pursuant to the Non-License Purchase Agreement or KLCW Purchase Agreement;

(xii) all equipment other than the Transmission Equipment listed on Schedule 2.1(b)(iii);

(xiii) all real property and related fixtures, including but not limited to buildings and towers, used or held for use in connection with the Stations (excluding any fixtures that are deemed Transmission Equipment hereunder); and

(xiv) all assets and rights expressly set forth on Schedule 2.1(c)(xiv).

## 2.2 Assumption of Liabilities.

(a) Assumption. Upon the terms and subject to the conditions set forth herein, at Closing Purchaser shall assume from Seller (and thereafter pay, perform, discharge or otherwise satisfy in accordance with their respective terms), and Seller shall irrevocably convey, transfer and assign to Purchaser, all of the Assumed Liabilities of Seller.

(b) Assumed Liabilities. For all purposes of and under this Agreement, the term “Assumed Liabilities” shall mean, refer to and include all Liabilities of Seller (i) under the Business Contracts validly assigned to Purchaser (other than any Excluded Contracts) to the extent attributable to the periods at or after the Effective Time; (ii) relating to the License Assets arising during, or

attributable to, any period of time at or after the Effective Time; (iii) Purchaser's obligations pursuant to Section 3.5; and (iv) to the extent included in the calculation of the Prorations.

(c) Excluded Liabilities. Purchaser shall not assume or agree to discharge or perform and will not be deemed by reason of the execution and delivery of this Agreement or any agreement, instrument or documents delivered pursuant to or in connection with this Agreement or any other Operative Agreements or otherwise by reason of the consummation of the transactions contemplated by this Agreement, to have assumed or to have agreed to discharge or perform, any liabilities, obligations or commitments of Seller or of the Stations of any nature whatsoever whether accrued, absolute, contingent or otherwise (including, without limitation, all liabilities, losses, damages or expenses relating to any claim, action, suit, arbitration, inquiry, proceeding or investigation to the extent it arises out of the business or operation of the Stations, Seller or the License Assets prior to the Effective Time), other than the Assumed Liabilities (collectively, the "Excluded Liabilities"), including, without limitation, the following:

- (i) Liabilities of Seller or its Affiliates under any Benefit Plan;
- (ii) Liabilities for indebtedness for borrowed money of Seller;
- (iii) Liabilities for the compensation of all Business Employees for periods prior to the Effective Time
- (iv) Liabilities for Taxes of Seller or any of its Affiliates relating to the periods prior to the Effective Time;
- (v) Liabilities of Seller in respect of transaction costs payable by it pursuant to Section 6.6 hereof;
- (vi) Liabilities of Seller not arising out of or relating to the Stations or the License Assets;
- (vii) Liabilities of Seller arising out of or relating to the Stations or the License Assets arising during, or attributable to, any period of time before the Effective Time (except to the extent included as a credit in favor of Purchaser in the calculation of the Prorations) including any Liabilities asserted by the FCC against the Stations with respect to complaints which are covered by the tolling agreement(s), if any, referenced in Section 6.4(c);
- (viii) Liabilities to any Affiliate of Seller or any director, member, officer or manager of Seller or any Affiliate;
- (ix) Liabilities related to any asset of Seller not included within the License Assets;
- (x) any Liability for Taxes payable with respect to Seller's transfer of the License Assets to Purchaser and Seller's consummation of the other transactions contemplated by this Agreement, except to the extent of Purchaser's obligation to pay such Liability under Section 6.6;

(xi) Liabilities under any Excluded Contract, except to the extent of Purchaser's obligation to pay such Liability under Section 3.5 of this Agreement;

(xii) any Liability to or in respect of, or arising out of or in connection with, the employment or cessation of employment by Seller of any Business Employees or former Business Employees of Seller; and

(xiii) all Liabilities of Seller arising under this Agreement and any and all other Operative Agreements.

2.3 Consideration for Assets. The consideration for the License Assets shall be (i) Five Million Dollars (\$5,000,000.00) paid in cash (the "Base Purchase Price"), subject to adjustment as provided in Section 2.4 (the Base Purchase Price, as so adjusted, the "Purchase Price") and (ii) the assumption by Purchaser of the Assumed Liabilities pursuant to Section 2.2 hereof. Purchaser shall pay Seller the Purchase Price as determined pursuant to Section 2.4 and Section 2.5 at Closing by wire transfer of immediately available funds in accordance with written instructions delivered by Seller reasonably in advance of Closing.

#### 2.4 Proration and Adjustment.

(a) The Purchase Price shall be increased or decreased, as applicable, by the net amount due to Purchaser or Seller, as applicable, pursuant to the prorations and adjustments to be made pursuant to Section 2.4(b) through Section 2.4(e). The prorations and adjustments to be made pursuant to this Section 2.4, including, but not limited to, prorations and adjustments for Accounts Receivable, are referred to herein as the "Prorations".

(b) All License Assets (excluding the Accounts Receivable, which are addressed in subsection (e) below) and all Assumed Liabilities shall be prorated between Purchaser and Seller as of the Effective Time (unless otherwise determined by Purchaser and Seller), 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 License Assets" and the "Prorated Assumed Liabilities"). Such Prorated License Assets and Prorated Assumed Liabilities relating to the period prior to the Effective Time shall be for the account of Seller and those relating to the period after the Effective Time for the account of Purchaser and shall be prorated accordingly.

(c) Such Prorations shall include all ad valorem and other property taxes, business and license fees, liabilities related to Program Rights, utility expenses, liabilities and obligations under the Business Contracts, rents and similar prepaid and deferred items and all other expenses and obligations, such as deferred revenue and prepayments attributable to the ownership and operation of the Stations that straddle the period before and after the Effective Time. If such amounts were prepaid by Seller prior to the Effective Time and Purchaser will receive a benefit after the Effective Time, then Seller shall receive a credit to the Purchase Price for such amounts. If Seller received a benefit prior to the Effective Time and such amounts will be paid by Purchaser after the Effective Time for which it had not paid prior to that time, Purchaser will receive a credit to the Purchase Price for such amounts. To the extent not known, real estate and personal property taxes shall be apportioned on the basis of Taxes assessed for the preceding year. Notwithstanding anything in this Section 2.4 to the

contrary, there shall be no proration under this Section 2.4 for any Contracts not included in the License Assets.

(d) Such Prorations shall include the amount by which the value of air time the Stations are obligated to provide after the Effective Time exceeds or is less than the fair market value of corresponding goods and services to be received by the Stations after such time pursuant to Trade Agreements; provided however, that there shall be no proration or adjustment therefor if the aggregate positive balance of the Stations' Trade Agreements does not exceed \$10,000;

(e) The Purchase Price shall be increased by the amount of the book value of the Accounts Receivable as of the Effective Time, subject to the procedures and post-closing adjustment described in Section 2.5 below. For purposes of this Article 2, the "book value" of the Accounts Receivable is equal to the cash value of the Accounts Receivable reduced by an allowance for bad debt as calculated by Seller in the ordinary course of business, consistent with past practice.

2.5 Adjustment Procedures. The adjustments specified in Sections 2.4 shall be determined in accordance with the following procedures:

(a) Estimate for Closing. Seller shall, no later than five (5) Business Days prior to the scheduled Closing Date, prepare and deliver to Purchaser a good faith estimate of the Prorations (including, but not limited to, Seller's good faith estimate of the book value of the Accounts Receivable as of the Effective Time). A sample statement, reflecting the Prorations that would be required as if the Closing Date were December 31, 2019 (excluding Accounts Receivable) is set forth on Schedule 2.5(a) which is attached hereto.

(b) Post-Closing Adjustment.

(i) As promptly as possible after the Closing, but in any event not later than sixty (60) days after the Closing Date, Purchaser shall deliver to Seller a statement setting forth Purchaser's determination of the Prorations (including, but not limited to, the book value of the Accounts Receivable) together with a schedule setting forth, in reasonable detail, the components thereof. In connection with Seller's review of such determination, Purchaser will furnish Seller with such additional information and reasonable access, upon reasonable advance notice and during normal business hours, to such books and records of Purchaser, and to employees of Purchaser and its independent auditor, if any, as may be reasonably requested by Seller. If Seller disputes the amount of the Prorations determined by Purchaser, Seller shall deliver to Purchaser within thirty (30) days after Seller's receipt of Purchaser's statement, a statement setting forth Seller's determination of the Prorations. If Seller notifies Purchaser of its acceptance of Purchaser's statement, or if Seller fails to deliver its statement within the period specified in the preceding sentence, Purchaser's determination of the Prorations shall be conclusive and binding on the parties as of the last day of the thirty (30) day period.

(ii) Seller and Purchaser shall use good faith efforts to resolve any dispute involving the determination of the Prorations. If the parties do not resolve the dispute within thirty (30) days following the delivery of Seller's statement pursuant to Section 2.5(b), Seller and Purchaser shall jointly designate the Independent Accounting Firm to resolve the dispute.

The Independent Accounting Firm's resolution of the dispute shall be final and binding on the parties, and a judgment may be entered thereon in any court of competent jurisdiction. Any fees of the Independent Accounting Firm incurred under this Section 2.5(b) shall be split equally between Seller on one hand and Purchaser on the other hand.

(iii) Final settlement of the Prorations, in cash, will be made no later than the fifth (5<sup>th</sup>) Business Day after the value of the Prorations are finally determined pursuant to this Section 2.5. The Purchase Price as finally determined pursuant to Section 2.5 is referred to as the "Final Purchase Price." If the Final Purchase Price exceeds the Purchase Price paid by Purchaser to Seller at Closing, then Purchaser shall pay Seller the amount of such excess, and, if the Purchase Price paid by Purchaser to Seller at Closing exceeds the Final Purchase Price, then Seller shall pay the amount of such excess to Purchaser.

2.6 Allocation of Purchase Price. All amounts treated as purchase price for U.S. federal income tax for the License Assets shall be allocated among the various categories of License Assets in accordance with their respective fair market values and in accordance with Section 1060 of the Internal Revenue Code. The parties hereto shall use their commercially reasonable efforts prior to Closing to reach agreement on a reasonable allocation of such amounts to such categories of License Assets. If Purchaser and Seller reach such agreement, Purchaser and Seller (i) shall execute and file all Tax Returns in a manner consistent with the allocation determined pursuant to this Section 2.6 and (ii) shall not take any position before any Governmental Authority or in any judicial proceeding that is inconsistent with such allocation; provided that, that nothing contained herein shall prevent any party or its Affiliates from settling any proposed deficiency or adjustment by an Governmental Authority based upon or arising out of the allocations determined in accordance with this Section 2.6, and no party hereto or its Affiliates shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority challenging such allocation. Such agreement shall not be a condition to Closing. Seller and Purchaser shall each timely file a Form 8594 with the IRS in accordance with the requirements of Section 1060 of the Internal Revenue Code. In the event that the parties do not agree to a purchase price allocation prior to Closing then each party hereto shall file its own Form 8594.

### **ARTICLE 3 THE CLOSING**

3.1 Time and Place. Subject to the satisfaction or waiver of all conditions set forth in Article 7 herein, the consummation of the Transactions shall (a) take place at a closing (the "Closing") to be held and be effective on 12:01 a.m., Atlanta, Georgia time (the "Effective Time") on the date which is the third (3<sup>rd</sup>) Business Day after satisfaction and fulfillment or, if permissible pursuant to the terms hereof, waiver of the conditions set forth in Sections 7.1 and 7.2, other than those requiring a delivery of a certificate or other document, or the taking of other action, at Closing and (b) be held by the exchange of signed documents by e-mail, in each case, unless another time, date or place is mutually agreed upon in writing by Seller and Purchaser; provided, that, if such conditions set forth in Sections 7.1 and 7.2, other than those requiring a delivery of a certificate or other document, or the taking of other action, at Closing, are not satisfied and fulfilled or, if permissible pursuant to the terms hereof, waived, Closing shall be held and be effective on 12:01 a.m., Atlanta, Georgia time, on the date which is the third (3<sup>rd</sup>) Business Day after such satisfaction and fulfillment (and/or waiver) unless

another time, date or place is mutually agreed upon in writing by Seller and Purchaser. The date on which the Closing is to occur pursuant to this Section 3.1 is referred to herein as the “Closing Date.”

3.2 Closing Deliveries of Seller. At Closing, Seller shall deliver, or cause to be delivered, to Purchaser the following (which in the case of any instruments, certificates and other documents shall be dated as of the Closing Date and executed or acknowledged (as applicable) on behalf of Seller by a duly authorized officer thereof), in order to consummate the Transactions, including the transfer of the License Assets to Purchaser pursuant to Section 2.1 hereof:

(a) Instruments of Transfer and Assignment.

(i) a bill of sale, substantially in the form attached hereto as Exhibit A (the “Bill of Sale”);

(ii) an instrument of assignment and assumption, substantially in the form attached hereto as Exhibit B (the “Assignment and Assumption”);

(iii) an assignment of the FCC Licenses, substantially in the form attached hereto as Exhibit C (the “Assignment of FCC Licenses”); and

(iv) such other instruments of transfer as Purchaser may reasonably request to convey any License Assets to Purchaser.

(b) Closing Certificates and Other Documents.

(i) an officer’s certificate substantially in the form attached hereto as Exhibit D, which shall certify as to the satisfaction of the conditions set forth in Sections 7.1(a) and 7.1(b) hereof;

(ii) an officer’s certificate substantially in the form attached hereto as Exhibit E; and

(iii) a tower lease substantially in the form attached hereto as Exhibit F (the “Tower Lease”); and

(iv) a certificate of Seller certifying as to its non-foreign status which complies with the requirements of Section 1445 of the Internal Revenue Code.

3.3 Closing Deliveries of Purchaser. At Closing, Purchaser shall make the payment and deliver, or cause to be delivered, to Seller the following (which in the case of any instruments, certificates and other documents shall be dated as of the Closing Date and executed or acknowledged (as applicable) on behalf of Purchaser by a duly authorized officer thereof) in order to pay for the License Assets and effect the assumption of all Assumed Liabilities from Seller pursuant to Section 2.2 hereof:

(a) Purchase Price. The Purchase Price in accordance with Section 2.3(a).

(b) Instruments of Assumption.

- (i) the Assignment and Assumption; and
- (ii) all other instruments and certificates of assumption, as Seller may reasonably request in order to effectively make Purchaser responsible for all Assumed Liabilities.

(c) Closing Certificates and Other Documents.

(i) an officer's certificate substantially in the form attached hereto as Exhibit G, which shall certify as to the satisfaction of the conditions set forth in Sections 7.2(a) and 7.2(b) hereof;

(ii) a secretary's or assistant secretary's certificate substantially in the form attached hereto as Exhibit H; and

(iii) the Tower Lease.

3.4 Further Assurances. At and after the Closing, and without further consideration therefor, (i) Seller shall execute, or arrange for the execution of, and deliver to Purchaser such further instruments and certificates of conveyance and transfer as Purchaser may reasonably request in order to more effectively convey and transfer the License Assets from Seller to Purchaser in accordance with the terms of this Agreement; (ii) Purchaser shall execute, or shall arrange for the execution of, and deliver to Seller such further instruments and certificates of assumption, novation and release as Seller may reasonably request in order to effectively make Purchaser responsible for all Assumed Liabilities in accordance with the terms of this Agreement; and (iii) each Party shall utilize commercially reasonable efforts to respond to any Action seeking to unwind the transaction contemplated under this Agreement, at each Party's own cost unless otherwise provided for herein.

3.5 Assignment of Business Contracts. To the extent that the transfer or assignment hereunder by Seller to Purchaser of any Business Contract is not permitted or is not permitted without the consent or approval of another Person, any such Business Contract shall not be assigned by Seller to Purchaser at Closing if such consent or approval is not given or obtained by the Closing or if such agreement at Closing otherwise would constitute a breach thereof or constitute a loss of benefits thereunder. Seller and Purchaser shall use their commercially reasonable efforts to obtain any and all such third party consents or approvals under all Business Contracts; provided, however, that neither Seller nor Purchaser shall be required to pay or incur any cost or expense to obtain any third-party consent or approval that it is not otherwise required to pay or incur in accordance with the terms of the applicable Business Contract, except for usual and customary legal fees and expenses. If any such third-party consent or approval for the assignment or transfer of a Business Contract is not obtained before the Closing, Seller shall cooperate with Purchaser in any reasonable arrangement designed to provide for Purchaser after the Closing the benefits intended to be assigned to Purchaser under the applicable Business Contract, including enforcement at the cost and for the account of Purchaser of any and all rights of Seller against the other party thereto arising out of the breach thereof by such other party or otherwise; provided, that Purchaser shall (i) undertake to pay or satisfy the corresponding Liabilities for the enjoyment of such benefit to the extent that Purchaser would have been responsible therefor hereunder if such consent, waiver or approval had been obtained and (ii) indemnify and hold harmless Seller and its Affiliates for any costs, expenses or Liabilities (including

legal fees and expenses) incurred by them in connection with the enforcement of such Business Contract at the request of Purchaser. Upon receipt of any such third-party consent or approval after Closing, the applicable Business Contract shall be automatically assigned to, and assumed by, Purchaser on the terms hereof without further action by Purchaser or Seller.

#### **ARTICLE 4**

##### **REPRESENTATIONS AND WARRANTIES OF SELLER**

Seller hereby represents and warrants to Purchaser as follows:

4.1 Organization. Seller is duly incorporated, validly existing and in good standing under the Laws of its state of incorporation, with all requisite corporate power and authority to own, operate or lease the License Assets as now owned, operated or leased by it, and to carry on its operation of the License Assets as presently conducted by Seller.

4.2 Authority. Seller has all requisite corporate power and authority to enter into and deliver this Agreement and the Operative Agreements to which Seller is a party, to perform its obligations hereunder and thereunder, and to consummate the Transactions. The execution and delivery by Seller of this Agreement and the Operative Agreements to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the Transactions, have been duly authorized by all necessary corporate action on the part of Seller. This Agreement has been, and the Operative Agreements to which Seller is a party shall at Closing be, duly executed and delivered by Seller. Assuming the due authorization, execution and delivery of this Agreement and the Operative Agreements by Purchaser, this Agreement constitutes, and each of the Operative Agreements to which Seller is a party (when so executed and delivered) will constitute, a legal, valid and binding obligation of Seller, enforceable against it in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions.

4.3 No Violation; Third Party Consents. Assuming that all consents, waivers, approvals, orders and authorizations described in Section 4.4 hereto have been obtained and all notifications, registrations, qualifications, designations, declarations or filings with any Governmental Authorities described in Section 4.4 hereto have been made, and, except as set forth in Schedule 4.3 hereto, the execution and delivery by Seller of this Agreement and the Operative Agreements to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the Transactions, will not conflict in any material respect with or violate in any material respect, constitute a material default (or event which with the giving of notice or lapse of time, or both, would constitute a material default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any material obligation or loss of any material benefit under, result in the creation of any Encumbrance other than a Permitted Encumbrance on any of the License Assets pursuant to, or require Seller to obtain any consent, waiver, approval or action of, make any filing with, or give any notice to any Person as a result of or under, the terms and provisions of (i) the Organizational Documents of Seller, (ii) any Business Contract listed on Schedule 4.7(a) (or required to be listed thereon), or (iii) any Law applicable to Seller or any of the License Assets, or any Governmental Order issued by a Governmental Authority by which Seller or any of the License Assets is bound or obligated.

4.4 Governmental Consents. Except as set forth in Schedule 4.4 hereto, no material consent, waiver, approval, order or authorization of, or notification, registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of Seller in connection with the execution and delivery by Seller of this Agreement and the Operative Agreements to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the Transactions, except the FCC Consent.

4.5 Transmission Equipment. Schedule 2.1(b)(iii) contains an accurate and complete list of all material items of Transmission Equipment owned or leased by Seller as of the date hereof that relates to the program, production, generation or transmission of the television broadcast signal of each Station, or otherwise having an original acquisition cost of at least \$10,000. Seller has good and marketable title to or a valid leasehold interest in, or otherwise has the right to use, all items of Transmission Equipment listed on Schedule 2.1(b)(iii), free and clear of all Encumbrances except for Permitted Encumbrances. All Transmission Equipment is (i) in reasonable operating condition and repair, subject to normal wear and tear, adequate for its current use, and available for use, in the operation of the Stations and the conduct of the Stations as presently conducted, and (ii) maintained in compliance with good engineering practices, industry practice and all applicable FCC rules and policies. Except for the Excluded Assets, the License Assets are all of the assets necessary to operate in all material respects the Stations as presently operated by Seller.

4.6 [intentionally omitted].

4.7 Business Contracts.

(a) Schedule 4.7(a) hereto contains a list of (i) the Business Contracts of Seller included in the License Assets other than (A) any oral or written Contract involving less than \$25,000 individually in any twelve-month period for the purchase or sale of goods, supplies, equipment, capital assets, products or services (other than Contracts for the purchase of programming); (B) any Business Contracts for advertising on the Stations; and (c) any service contracts terminable by Seller on no more than 60 days' notice. Notwithstanding the foregoing provisions of this Section 4.7(a), the aggregate amount of all payments by Seller under Business Contracts included in the License Assets which are not listed on Schedule 4.7(a) does not exceed \$50,000 in the aggregate in any twelve-month period. Without limiting the obligation of Seller under Section 6.11, Seller, by written notice to Purchaser, may update Schedule 4.7(a) at any time before the Closing to (i) add any contract, agreement or lease entered into by Seller after the date of this Agreement and before the Closing, in compliance with Section 6.1, that would have qualified as a Business Contract if it had been in effect on the date of this Agreement, (ii) subject to Purchaser's consent with respect to any Business Contract that would have been required to be listed on Schedule 4.7(a) at signing and is not reflected in the statement of operations for the Stations, add any contract, agreement or lease entered into by Seller before the date of this Agreement that was unintentionally omitted from the original Schedule 4.7(a), and (iii) remove any Business Contract that after the date of this Agreement and before the Closing has expired or been terminated in compliance with the terms of this Agreement. All such contracts, agreements and leases that are so added to Schedule 4.7(a) in accordance with this paragraph shall, for all purposes of this Agreement, be deemed to be Business Contracts and included in the License Assets. All Business Contracts that are so removed from Schedule 4.7(a) in accordance with the terms and conditions of this Agreement, including Section 6.11, shall, for all purposes of

this Agreement, thereafter be deemed to be Excluded Assets and shall cease to be Business Contracts and shall no longer be included in the License Assets.

(b) Except as set forth in Schedule 4.7(b) hereto (i) each Business Contract listed on Schedule 4.7(a) represents a valid, binding and enforceable obligation of Seller in accordance with the respective terms thereof and, to Seller's Knowledge, represents a valid, binding and enforceable obligation of each of the other parties thereto, except, in each case, as such enforceability may be limited by the Enforceability Exceptions, (ii) neither Seller, and to the Knowledge of Seller, nor any other party is in material breach or default under any Business Contract listed on Schedule 4.7(a), (iii) as of the date hereof no outstanding notice of default has been sent by Seller or received by Seller under any Business Contract listed on Schedule 4.7(a), and (iv) true, correct and complete copies of such Business Contracts listed on Schedule 4.7(a) have been made available to Purchaser.

(c) Except as otherwise set forth on Schedule 4.7(c), each Station is carried pursuant to must-carry or retransmission consent on all material MVPDs with at least 2,500 subscribers in the applicable Station's designated market area.

4.8 Accounts Receivable. All Accounts Receivable represent fees or charges for sales actually made or services actually performed in the ordinary course of business consistent with past practices and are legal, validly subsisting and binding claims against the respective debtors as to which performance has been rendered. Unless paid, written off, or reserved against in the ordinary course of business consistent with past practice prior to the Effective Date, to Seller's Knowledge, Accounts Receivable are collectible in the ordinary course of business consistent with past practice net of respective reserves against such Accounts Receivable, which such reserves are commercially reasonable and have been determined in accordance with past practices.

4.9 Business Employees. Schedule 4.9 lists all employees of Seller who, as of the date of this Agreement, have employment duties related to the Stations, including any such employee who is an inactive employee on paid or unpaid leave of absence, short-term disability or long-term disability, and indicating such employee's date of employment, current title as of the date hereof and salary as of the date hereof. Each employee set forth in Schedule 4.9 who remains employed by Seller immediately prior to the Closing (whether actively or inactively), and each additional employee who is hired to work at the Stations following the date hereof and prior to the Closing who remains employed by Seller immediately prior to the Closing (whether actively or inactively), is referred to herein individually as a "Business Employee" and, collectively, as the "Business Employees." Schedule 4.9 also contains a list of any consultants or independent contractors providing services to Seller in the day-to-day operations of the Stations and a description of any Contracts of Seller therewith. Seller has no written or oral contracts of employment with any Business Employee.

#### 4.10 Employee Benefit Plans

(a) Schedule 4.10 hereto lists each material employment, bonus, incentive compensation, deferred compensation, pension, profit sharing retirement, stock purchase, stock option, stock ownership, equity (or equity-based), leave of absence, vacation, day or dependent care, cafeteria, life, health, medical, accident, disability, workmen's compensation or other insurance, severance, change of control or other benefit plan, agreement (including any collective bargaining agreement), practice, policy or arrangement, whether written or oral, subject to ERISA (including

any “employee benefit plan” within the meaning of Section 3(3) of ERISA), which Seller sponsors, maintains, has any obligation to contribute to, has Liability under or is otherwise a party to, and which covers or otherwise provides benefits to the Business Employees (or their dependents and beneficiaries) (with respect to their relationship with the Stations) (each, a “Benefit Plan” and, collectively, the “Benefit Plans”).

(b) Seller is not and has never been required to contribute to any “multiemployer plan,” as defined in ERISA Section 3(37), nor has Seller withdrawn from such a “multiemployer plan.” Except as required under Internal Revenue Code Section 4980B or ERISA Sections 601-609, no Employee Plan provides health or medical coverage to former Business Employees of Seller. Each Benefit Plan has been operated and maintained in material compliance with its terms and with the requirements prescribed by all applicable Law (including ERISA and the Internal Revenue Code).

(c) With respect to each Benefit Plan, (i) such Benefit Plan that is intended to be tax-qualified, and each amendment thereto, is the subject of a favorable determination, advisory or opinion letter except as described in Schedule 4.10, and no Benefit Plan amendment that is not the subject of a favorable determination, advisory or opinion letter would affect the validity of such Benefit Plan’s letter; and (ii) no Benefit Plan is subject to Title IV of ERISA.

4.11 [intentionally omitted].

4.12 [intentionally omitted].

4.13 Litigation; Governmental Orders.

(a) Except as set forth in Schedule 4.13 hereto, there are no pending or, to the Knowledge of Seller, threatened (in writing) Actions by any Person or Governmental Authority against or relating to Seller with respect to the Stations or to which any of the License Assets are subject.

(b) Seller is not subject to or bound by any Governmental Order, other than those generally applicable to broadcast television stations.

4.14 Compliance with Laws. Except as set forth in Schedule 4.14 hereto, Seller is in compliance in all material respects with all Laws and Governmental Orders applicable to the License Assets.

4.15 FCC/FAA Matters; Qualifications.

(a) Schedule 4.15(a) contains a list of the FCC Licenses and a list, as of the date hereof, of the material pending FCC applications held by Seller for use in the operation of the Stations. Except as set forth on Schedule 4.15(a), such FCC Licenses are in full force and effect, and, to Seller’s Knowledge, such FCC Licenses are not subject to any adverse conditions, except for those conditions appearing on the face of the FCC Licenses and conditions applicable to broadcast television licenses generally.

(b) Except as set forth on Schedule 4.15(b), (i) each of the Stations is being operated in compliance in all material respects with the Communications Act and the FCC Licenses

with respect to the operation of the Stations and (ii) Seller has filed or made all material applications, reports, and other disclosures required by the FCC or the Federal Aviation Administration to be made in respect of the Stations and have or will have at Closing timely paid all regulatory fees in respect thereof. Except as set forth in Schedule 4.15(b), to the Knowledge of Seller, as of the date hereof, there are no complaints, investigations, proceedings or other Actions pending or threatened in writing before the FCC with respect to the FCC Licenses, other than proceedings affecting the broadcast television industry generally. Except as set forth on Schedule 4.15(b), Seller is legally, financially and otherwise qualified under the Communications Act to perform its obligations hereunder, to be the licensee and to own and operate the Stations. There is no fact or circumstance relating to Seller or any of its Affiliates that would reasonably be expected to prevent the FCC under the Communications Act in effect as of the date hereof from granting the FCC applications, that would delay the granting of the FCC Consent, or that would cause the FCC to impose any condition on its granting of the FCC Consent. Seller has no reason to believe that the FCC applications might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Seller or any of its Affiliates.

#### 4.16 Labor Matters.

(a) Except as set forth on Schedule 4.16(a) hereto, there is not pending or, to the Knowledge of Seller, threatened in writing against Seller, any labor dispute, strike or work stoppage that affects or interferes with the operation of the Stations and, to the Knowledge of Seller, there is no organizational effort currently being made or threatened in writing by or on behalf of any labor union with respect to any Business Employees. No Station has experienced any strike, work stoppage or other similar significant labor difficulties within the twelve (12) months preceding the date of this Agreement.

(b) Except as set forth on Schedule 4.16(b) hereto, (i) Seller is not a signatory or a party to, or otherwise bound by, any collective bargaining agreement which covers employees or former employees of Seller, (ii) Seller has not agreed to recognize any union or other collective bargaining unit with respect to any Business Employees, and (iii) no union or other collective bargaining unit has been certified as representing any Business Employees.

#### 4.17 [intentionally omitted].

4.18 Insurance. Seller maintains insurance in respect of the License Assets and the Stations covering such risks, in such amounts, with such terms and with such insurers as Seller has determined is appropriate in light of the Stations and consistent in all material respects with industry practice (such insurance, the "Business Insurance Policies").

4.19 Taxes. Seller has filed, or caused to be filed, with the appropriate Governmental Authorities, all required Tax Returns relating to the License Assets, and Seller has paid, caused to be paid or accrued all Taxes shown to be due and payable or claimed to be due and payable thereon, except where the failure to file such returns or pay or accrue such Taxes could not reasonably be expected to result in an Encumbrance on the License Assets after the Closing or in the imposition of transferee liability on Purchaser for the payment of such Taxes. To the Knowledge of Seller, there are no proceedings pending pursuant to which Seller is or could be made liable for any Tax, the

liability for which could extend to Purchaser as transferee of the License Assets or as operator of the Stations following the Closing.

4.20 Transactions with Affiliates. Except as disclosed on Schedule 4.20, Seller is not currently a party to any contract with any Affiliate of Seller, or directors, managers, members or officers of any such Affiliates that would be a License Asset.

4.21 Brokers. Except for Kalil and Co, Inc., no finder, broker, agent, financial advisor or other intermediary has acted on behalf of Seller in connection with this Agreement or the Transactions or is entitled to any payment in connection herewith or therewith.

4.22 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS ARTICLE 4 OR OTHER DOCUMENT DELIVERED BY SELLER PURSUANT TO THIS AGREEMENT, INCLUDING THE OTHER OPERATIVE AGREEMENTS, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING, ANY WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS OF ANY ASSET FOR A PARTICULAR PURPOSE OR WITH RESPECT TO ANY PROJECTIONS OR FUTURE FINANCIAL OR OPERATIONAL PERFORMANCE OF THE STATIONS, ITS BUSINESS, OR THE LICENSE ASSETS.

## **ARTICLE 5**

### **REPRESENTATIONS AND WARRANTIES OF PURCHASER**

Purchaser hereby represents and warrants to Seller as follows:

5.1 Organization. Purchaser is duly organized, validly existing and in good standing under the Laws of the State of Delaware.

5.2 Authority. Purchaser has all requisite power and authority to enter into and deliver this Agreement and the Operative Agreements to which it is a party, to perform its obligations hereunder and thereunder, to consummate the Transactions, and to assume and perform the Assumed Liabilities. The execution and delivery by Purchaser of this Agreement and the Operative Agreements to which it is a party, the performance by Purchaser of its obligations hereunder and thereunder, the consummation by Purchaser of the Transactions, and the assumption and performance of the Assumed Liabilities, have been duly authorized by all necessary corporate action on the part of Purchaser. This Agreement has been, and the Operative Agreements to which Purchaser is a party shall be, duly executed and delivered by Purchaser. Assuming the due authorization, execution and delivery of this Agreement and the Operative Agreements by Seller, this Agreement constitutes, and each of the Operative Agreements to which Purchaser is a party (when so executed and delivered) will constitute, a legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions.

5.3 No Violation; Third Party Consents. Assuming that all consents, waivers, approvals, orders and authorizations described in Section 5.4 hereto have been obtained and all notifications, registrations, qualifications, designations, declarations or filings with any Governmental Authorities described in Section 5.4 hereto have been made, the execution and delivery by Purchaser of this Agreement and the Operative Agreements to which it is a party, the performance by Purchaser of its

obligations hereunder and thereunder, the consummation by Purchaser of the Transactions, and the assumption and performance of the Assumed Liabilities, will not conflict in any material respect with or violate in any material respect, constitute a material default (or event which with the giving of notice or lapse of time, or both, would become a default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any material obligation or loss of any material benefit under, result in the creation of any Encumbrance other than a Permitted Encumbrance on any of the assets or properties of Purchaser pursuant to, or require Purchaser to obtain any material consent, waiver, approval or action of, make any filing with, or give any notice to any Person as a result or under, the terms or provisions of (i) the Organizational Documents of Purchaser, (ii) any Contract to which Purchaser is a party or is bound, or (iii) any Law applicable to Purchaser, or any Governmental Order issued by a Governmental Authority by which Purchaser is in any way bound or obligated, except, in the case of clauses (ii) and (iii) of this Section 5.3, as would not have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement and the Operative Agreements to which it is a party, to assume and perform the Assumed Liabilities or to consummate on a timely basis the Transactions.

5.4 Governmental Consents. No material consent, waiver, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of Purchaser in connection with the execution and delivery by Purchaser of this Agreement and the Operative Agreements to which it is a party, the performance by Purchaser of its obligations hereunder and thereunder, the consummation by Purchaser of the Transactions, the assumption and performance of the Assumed Liabilities, except (i) the FCC Consent and (ii) where the failure to obtain such consent, waiver, approval, order or authorization, or to make such registration, qualification, designation, declaration or filing, would not, individually or in the aggregate, have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement, the Operative Agreements to which it is a party, to assume and perform the Assumed Liabilities or to consummate on a timely basis the Transactions.

5.5 Litigation. There are no pending or, to the knowledge of Purchaser, threatened Actions by any Person or Governmental Authority against or relating to Purchaser (or any Affiliate of Purchaser) or by which Purchaser or its assets or properties are or may be bound which, if adversely determined, would have a material adverse effect on the ability of Purchaser to perform its obligations under this Agreement and the Operative Agreements to which it is a party, to assume and perform the Assumed Liabilities or to consummate on a timely basis the Transactions.

5.6 Brokers. No finder, broker, agent, financial advisor or other intermediary has acted on behalf of Purchaser in connection with this Agreement or the Transactions or is entitled to any payment in connection herewith or therewith.

5.7 FCC Qualifications. Purchaser is, and at Closing shall be, legally, technically, financially and otherwise qualified under the Communications Act in effect as of the date hereof to perform its obligations hereunder, and to be the licensee of the FCC Licenses and own and operate the Stations. There is no fact or circumstance relating to Purchaser or any of its Affiliates that would reasonably be expected to prevent the FCC under the Communications Act in effect as of the date hereof from granting the FCC Applications, that would otherwise reasonably be expected to disqualify Purchaser as the licensee of the FCC Licenses or as the owner or operator of the Stations, that would delay the granting of the FCC consent, or that would cause the FCC to impose any

condition on its granting of the FCC consent. Purchaser has no reason to believe that the FCC Applications might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Purchaser or any of its Affiliates. No waiver of any FCC rule or policy in effect as of the date hereof is required for the grant of the FCC Applications.

5.8 Financing. Purchaser has 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 other amounts to be paid by it in accordance with the terms of this Agreement. Purchaser acknowledges and agrees that it shall be Purchaser's obligation to have funds on hand at Closing sufficient to enable Purchaser to pay the Purchase Price and Purchaser's failure to have such funds at Closing shall constitute a breach by Purchaser that gives rise to the failure of a condition set forth in Section 7.2 for the purposes of Section 9.1(a).

## **ARTICLE 6**

### **COVENANTS AND AGREEMENTS**

#### 6.1 Conduct of Business.

(a) At all times during the period commencing upon the execution and delivery of this Agreement by the parties hereto and terminating upon the earlier of the Closing or the termination of this Agreement pursuant to and in accordance with the terms of Section 9.1 hereof, unless Purchaser shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed, denied or conditioned), and except as otherwise required by Law or to enable Seller to comply with its obligations hereunder, Seller shall:

(i) use commercially reasonable efforts to conduct the operations of the Stations in the ordinary course of business, consistent with past practice, except to the extent otherwise provided herein;

(ii) use commercially reasonable efforts to preserve and maintain in all material respects the goodwill of the Stations and the current relationships of Seller with employees, customers, suppliers and others with significant and recurring business dealings with the Stations;

(iii) use commercially reasonable efforts to maintain all FCC Licenses, including filing with the FCC applications to renew any FCC Licenses that have expired or that may expire prior to the Closing Date;

(iv) maintain the books of account and records of the Stations in the usual, regular and ordinary manner, consistent with past practices;

(v) use commercially reasonable efforts to maintain the Transmission Equipment in reasonable operating condition (given the age of such property and the use to which such property is put and ordinary wear and tear excepted) in accordance with industry practice;

(vi) utilize the Program Rights of the Stations in the ordinary course of business, and not sell or otherwise dispose of any such Program Rights; and

(vii) advise Purchaser in writing within two (2) Business Days after Seller obtains Knowledge of any complaint, investigation, proceeding or other Action pending or threatened in writing before the FCC with respect to the FCC Licenses.

(b) Without limiting the foregoing, at all times during the period commencing upon the execution and delivery of this Agreement by the parties hereto and terminating upon the earlier of the Closing or the termination of this Agreement pursuant to and in accordance with the terms of Section 9.1 hereof unless Purchaser shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed, denied or conditioned), Seller shall use commercially reasonable efforts not to take, or cause to be taken, any of the following actions to the extent such actions relate to the Stations:

(i) enter into, materially amend, materially modify or terminate (other than at the expiration of their respective terms or due to a default of the other party thereunder) any (1) Business Contract relating to Program Rights, or (2) other Business Contract, other than Business Contracts not involving Liabilities exceeding \$25,000 individually in any twelve-month period or \$50,000 in the aggregate in any twelve-month period for all such Business Contracts;

(ii) make any change in any method of accounting or accounting practice utilized in the preparation of the Financial Statements, except for any such change required by reason of a concurrent change in GAAP;

(iii) make any payment or commitment to pay any severance or termination pay to any Business Employee or any independent contractor, consultant, agent or other representative of Seller, other than payments or commitments to pay such Business Employees, independent contractors, consultants, agents or other representatives of Seller in accordance with the terms of any agreements with such individual, or those required by any existing Business Contract or Law; provided, however, that Seller may make any such payment or commitment to make any such payment at the sole expense of Seller;

(iv) (A) sell or make any other disposition of any of the Non-License Assets except (x) obsolete assets that are not in use in the operation of the Stations; (y) pursuant to existing Business Contracts; or (z) in the ordinary course of business, consistent with past practice; and (B) grant or incur any Encumbrance on any of the Non-License Assets, other than Permitted Encumbrances;

(v) increase any wage, salary, bonus or other direct or indirect compensation payable or to become payable to any of the Business Employees, or make any accrual for or commitment or agreement to make or pay the same, other than increases in wages, salary, bonuses or other direct or indirect compensation made in the ordinary course of business, consistent with past practice provided, however, that such increases shall not exceed 5% individually or in the aggregate, or those required by any existing Business Contract or Law; provided however, Seller may offer retention bonuses to any of the Business Employees, at the sole expense of Seller;

(vi) except in the ordinary course of business, consistent with past practice, incur or assume any debt, obligation or Liability; or

(vii) enter into any binding agreement to do any of the foregoing.

6.2 Access and Information. Subject to the terms of the Confidentiality Agreement, at all times during the period commencing upon the execution and delivery hereof by the parties hereto and terminating upon the earlier of the Closing or the termination of this Agreement pursuant to and in accordance with the terms of Section 9.1 hereof, Seller shall permit Purchaser and its authorized agents and representatives to have reasonable access, upon reasonable advance notice and during normal business hours, to the Stations and the License Assets and all of its relevant books, records and documents of or relating to the Stations and the License Assets, and shall furnish to Purchaser, at Purchaser's sole expense, such information and data, financial records and other documents in its possession relating to the Stations and the License Assets as Purchaser may reasonably request; provided that such access shall not unduly interrupt the normal operations of the Stations, shall be coordinated through Seller's management, and shall comply with all applicable Business Contracts and Permitted Encumbrances. Within thirty (30) days after the end of each calendar month during the period from the date hereof through thirty days after the Closing Date, Seller shall provide to Purchaser, with respect to the Stations, the unaudited balance sheet as of the end of such month and the related combined unaudited statement of operations for such month ended of the Stations. Within forty-five (45) days after the end of each quarter during the period from the date hereof through the Closing Date, Seller shall provide to Purchaser, with respect to the Stations, the unaudited balance sheet as of the end of such quarter and the related combined unaudited statement of operations for such quarter ended of the Stations.

6.3 Confidentiality. The terms of the Confidentiality Agreement are hereby incorporated herein by reference and shall continue in full force and effect from the date hereof until the Closing in accordance with the terms thereof, such that the information obtained by Purchaser, or its officers, employees, agents or representatives, in connection with the negotiation, execution and performance of this Agreement, the consummation of the Transactions, or otherwise, shall be governed by the terms set forth in the Confidentiality Agreement; provided, however, that in the event of the termination of this Agreement, the terms of the Confidentiality Agreement incorporated herein by reference shall survive as set forth therein.

6.4 Further Actions.

(a) Upon the terms and subject to the conditions set forth in this Agreement, Seller and Purchaser shall each use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, and to assist and cooperate with the other parties hereto in doing, all things necessary, proper or advisable under applicable Laws to consummate the Transactions, including, without limitation (but subject to Section 3.5): (i) obtaining all necessary Licenses, actions or nonactions, waivers, consents or approvals, authorizations, qualifications and other orders of any Governmental Authorities with competent jurisdiction over the Transactions, and (ii) obtaining all necessary consents, approvals or waivers from third parties. In furtherance (and not in limitation) of the provisions set forth in this Agreement, at all times prior to the Closing, Purchaser and Seller shall use their respective commercially reasonable efforts to take

or cause to be taken all action necessary or desirable in order to consummate the transactions contemplated by this Agreement as promptly as is practicable.

(b) Also in furtherance and not in limitation of Section 6.4(a), Purchaser and Seller each shall prepare and file with the FCC as soon as practicable, but in no event later than ten (10) Business Days after the execution of this Agreement, the requisite applications (the “FCC Applications”) and other necessary instruments or documents requesting the FCC Consent and thereafter prosecute such applications with all reasonable diligence to obtain the FCC Consent as soon as practicable; provided, however, except as provided in the following sentence, neither Purchaser nor Seller shall be required to pay consideration to any third party to obtain the FCC Consent. Each of Seller and Purchaser shall pay half of the FCC filing fees relating to the Transactions, irrespective of whether the transactions contemplated by this Agreement are consummated. Purchaser and Seller each shall oppose any petitions to deny or other objections filed with respect to the FCC Applications to the extent such petition or objection relates to such party. Neither Purchaser nor Seller shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the receipt of the FCC Consent. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 9.1, Purchaser and Seller shall jointly request that the FCC extend 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 Section 9.1.

(c) In connection with the efforts referenced in this Section 6.4 to obtain the FCC Consent, Purchaser and Seller shall each use its respective commercially reasonable efforts 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 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 and of any material communication received or given in connection with any proceeding by a private party, (iii) permit the other party the opportunity to review in advance any submissions to any Governmental Authority or material agreement that relates to the consummation of the Transactions and (iv) permit the other party to attend any meetings with any Governmental Authority or participate in any communications with any Governmental Authority. Seller shall be permitted by Purchaser to enter into tolling agreements with the FCC to extend the statute of limitations for the FCC to determine or impose a forfeiture penalty against Seller, or other customary agreements with the FCC, in connection with any pending complaint against Seller relating to the broadcast of allegedly obscene, indecent or profane material, or regarding Seller’s compliance with other FCC rules.

6.5 Publicity. Seller and Purchaser shall cooperate with each other in the development and distribution of all news releases and other public disclosures relating to the Transactions. Neither Seller nor Purchaser shall issue or make, or allow to have issued or made, any press release or public announcement concerning the Transactions without the consent of the other party hereto, except as otherwise required by applicable Law or the rules of any applicable stock exchange, but in any event only after giving the other parties hereto a reasonable opportunity to comment on such release or announcement in advance, consistent with such applicable legal requirements.

6.6 Transaction Costs. Purchaser shall pay all transaction costs and expenses (including legal, accounting and other professional fees and expenses) that it incurs in connection with the negotiation, execution and performance of this Agreement and the consummation of the Transactions (the "Transaction Expenses"). Seller shall pay all transaction costs and expenses (including legal, accounting and other professional fees and expenses) that Seller incurs in connection with the negotiation, execution and performance of this Agreement and the consummation of the Transactions. Purchaser and Seller each shall pay one-half of all transfer Taxes (including sales, use and real property transfer Taxes) and the fees and costs of recording or filing all applicable conveyancing instruments associated with the transfer of the License Assets from Seller to Purchaser pursuant to this Agreement ("Transfer Taxes"). Consistent with Section 6.4(b) above, each of Purchaser and Seller shall pay half all FCC filing fees relating to the Transactions, irrespective of whether the transactions contemplated by this Agreement are consummated. Seller and Purchaser shall cooperate in the preparation, execution and filing of all Tax Returns regarding any Transfer Taxes which become payable as a result of the transfer of the License Assets from Seller to Purchaser pursuant to this Agreement and/or shall cooperate to seek an available exemption from such Taxes.

6.7 Employees and Employee Benefit Matters.

(a) Purchaser may, but shall have no obligation to, employ or offer employment effective as of the Closing to any Business Employee, and the date on which any Transferred Employee is hired by Purchaser shall be referred to herein as the "Transition Date". Seller shall retain full responsibility and Liability for offering and providing "continuation coverage" to any "qualified beneficiary" who is covered by a "group health plan" sponsored or contributed to by Seller or an ERISA Affiliate and who has experienced a "qualifying event" or is receiving "continuation coverage" on or prior to the Transition Date. "Continuation coverage," "qualified beneficiary," "qualifying event" and "group health plan" shall each have the meaning given such term under Section 4980B of the Code and Section 601 et seq. of ERISA. Seller shall be solely responsible for compliance with applicable federal, state or local laws regarding "plant closings" or "mass layoffs" (as such terms are defined in WARN) or similar triggering events as they relate to the transactions contemplated by this Agreement, including, without limitation, the requirements of WARN. Except as otherwise provided in this Section 6.7, Seller shall (i) retain liability for all obligations and liabilities to the Business Employees arising prior to the Transition Date; and (ii) in accordance with Seller's employment terms or employment and compensation agreements, be responsible for and shall cause to be discharged and satisfied in full all amounts owed to the Transferred Employees, including, without limitation, wages, salaries, bonuses, severance pay, sick pay, accrued vacation, any liabilities accrued or incurred under any of the Employee Plans, or any other benefits or payments relating to the period of employment by Seller.

(b) This Section 6.7 will operate exclusively for the benefit of the parties to this Agreement and no provision of this Agreement shall create any third party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of Seller with respect to continued employment (or resumed employment) with Purchaser or Seller or in respect of any other matter. Nothing herein shall be deemed to modify or amend any employee benefit plan of Seller, Purchaser or any of their Affiliates.

6.8 Retention of and Access to Records. From and after the Closing, for a period of six (6) years Purchaser shall preserve all books and records transferred by Seller to Purchaser pursuant

to this Agreement. Until the expiration of such six (6) year period, Purchaser shall provide Seller a reasonable opportunity to obtain copies, at Seller's expense, of any of such books and records. As soon as practicable following the Closing, Purchaser shall deliver to Seller such financial information relating to the Stations in sufficient detail to enable Seller to prepare its financial statements and all Tax Returns of Seller relating to periods ending on or prior to the Closing Date. In addition to the foregoing, from and after the Closing, Purchaser shall afford to Seller, and its counsel, accountants and other authorized agents and representatives, during normal business hours, reasonable access to the employees, books, records and other data relating to the License Assets, the Assumed Liabilities, the Transferred Employees and the Excluded Liabilities in its possession with respect to the periods prior to the Closing, and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required (a) to facilitate the investigation, litigation and final disposition of any claims which may have been or may be made against any such party or Person or its Affiliates, (b) for the preparation of Tax Returns and audits, and (c) for any other reasonable business purpose.

6.9 Control Prior to Closing. The parties acknowledge and agree that, for the purposes of the Communications Act and any other applicable Law, this Agreement and, without limitation, the covenants in this Article 6, are not intended to, and shall not be construed to, transfer control of the Stations or to give Purchaser any right to, directly or indirectly, control, supervise or direct, or attempt to control, supervise or direct, the programming, operations or any other matter relating to the Stations prior to the Closing Date, and Seller shall have complete control and supervision of the programming, operations, policies and all other matters relating to the Stations until the Closing.

6.10 Risk of Loss.

(a) If, prior to the Closing, any of the License Assets shall be damaged or destroyed by fire or other casualty, Seller shall take all commercially reasonable steps to repair, replace and restore (as appropriate under the circumstances) the License Assets to reasonable operating condition as soon as reasonably possible and practicable after any loss or damage, it being understood and agreed that all insurance proceeds with respect thereto ("Proceeds") will be applied to or reserved for such replacement, restoration or repair, but that Seller will have no obligation to repair, replace or restore in excess of the Proceeds (plus any applicable deductible payment), and that Purchaser's sole remedies if Seller elects not to fully repair, replace or restore will be (i) to terminate this Agreement in accordance with Section 9.1(a)(iii) if the Closing has not occurred prior to the Upset Date, or (ii) to close in accordance with Section 6.10(c).

(b) In the event that, prior to Closing, any damage or loss causes material impairment to and prevents broadcast transmissions of the Stations in the normal and usual manner and substantially in accordance with the FCC Licenses (not to include ordinary course scheduled maintenance), Seller will give prompt notice thereof to Purchaser and Purchaser, in addition to its other rights and remedies, will have the right to postpone the Closing Date until five (5) Business Days after transmission in accordance with the FCC Licenses has been resumed, subject to the Upset Date. During the period of postponement, Seller shall use commercially reasonable efforts to resume broadcast transmissions. In the event transmission in accordance with the FCC Licenses cannot be resumed within the effective period of the FCC's consent to assignment of the FCC Licenses to Purchaser, the parties will join in an application or applications requesting the FCC to extend the effective period of its consent for one or more periods not to exceed one hundred twenty (120) days in the aggregate, subject to the Upset Date. If transmission in accordance with the FCC Licenses has

not been resumed so that the Closing Date does not occur by the Upset Date, Purchaser will have the right, by giving written notice to Seller within five (5) Business Days after the expiration of such 120-day period, or any such extension thereof, to terminate this Agreement forthwith with respect to such Stations without any further obligation.

(c) If any loss of or damage to the License Assets occurs prior to the Closing Date, and repair, replacement or restoration of such License Assets to not less than reasonable operating condition has not been made on or before the Closing Date (as the Closing Date may be extended as provided in Section 6.10(b)), or the cost thereof is greater than the Proceeds (plus any applicable deductible), then Purchaser will be entitled, but not obligated, to accept the License Assets in their then-current conditions, proceed with Closing, and will be entitled at Closing to an abatement or reduction in the Purchase Price in an amount equal to the difference between the amount necessary to fully repair or replace the damaged License Assets to a reasonable operating condition and the amount of any unused Proceeds and payment of any related deductible amount. If Purchaser elects to accept damaged License Assets at a reduced Purchase Price, the parties agree to cooperate in determining the amount of the reduction to the Purchase Price in accordance with the provisions hereof; provided, further, that in such case, Purchaser shall be deemed to have waived any breach of the representations, warranties or covenants set forth in this Agreement with respect to such loss or damage and Purchaser and Indemnified Party claiming through Purchaser will have no rights to indemnification under Article 8 of this Agreement with respect thereto.

6.11 Update. Seller shall deliver to Purchaser, at least three (3) days before the Closing Date, a revised form of Schedule 4.7(a) as is necessary to reflect Business Contracts that have expired, been terminated, been amended, or been entered into in accordance with the terms of this Agreement since the date hereof, together with copies of any such amended or new Business Contracts.

6.12 Certain Post-Closing Covenants. Purchaser and Seller hereby agree to the post-Closing covenants set forth on Schedule 6.12.

## **ARTICLE 7**

### **CLOSING CONDITIONS**

7.1 Conditions to Obligations of Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the satisfaction or fulfillment at or prior to the Closing of the following conditions, any of which may be waived in whole or in part by Purchaser in writing:

(a) All representations and warranties of Seller contained in this Agreement (disregarding any qualifications regarding materiality or Material Adverse Effect) shall be true and correct at and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing (other than any representation or warranty that is expressly made as of a specified date, which shall be true and correct as of such date only), except (i) for changes which are permitted or contemplated pursuant to this Agreement, (ii) for changes specifically consented to by Purchaser in writing, or (iii) to the extent that the failure of the representations and warranties of Seller contained in this Agreement to be true and correct, at and as of the Closing (or in respect of any representation or warranty that is expressly made as of a specified date, as of such

date only), has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Seller shall have performed and complied in all material respects with all the covenants and agreements required by this Agreement to be performed or complied with by it at or prior to the Closing.

(c) There shall be in effect no Law or injunction issued by a court of competent jurisdiction making illegal or otherwise prohibiting or restraining the consummation of the Transactions.

(d) The FCC Consent shall have been granted and shall be in full force and effect.

(e) Seller shall have delivered to Purchaser all of the certificates, instruments and other documents required to be delivered by it at or prior to the Closing pursuant to Section 3.2 hereof.

(f) The Required Consents shall have been obtained. For purposes hereof, “Required Consent” shall mean the consents, authorizations, approvals, waivers, or notices relating to the Business Contracts set forth on Schedule 7.1(f).

(g) The transactions contemplated by each of the KLCW Purchase Agreement, the Non-License Purchase Agreement and the Assignment and Assumption of Purchase Agreement, dated as of the date hereof, by and between Purchaser and Gray shall have been consummated.

7.2 Conditions to Obligations of Seller. The obligations of Seller to consummate the transactions contemplated by this Agreement are subject to the satisfaction or fulfillment at or prior to the Closing of the following conditions, any of which may be waived in whole or in part by Seller in writing:

(a) All representations and warranties of Purchaser contained in this Agreement (disregarding any qualifications regarding materiality) shall be true and correct in all material respects as of the date of this Agreement and at and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing (other than any representation or warranty that is expressly made as of a specified date, which shall be true and correct in all material respects as of such date only).

(b) Purchaser shall have performed and complied in all material respects with the covenants and agreements required by this Agreement to be performed or complied with by it at or prior to the Closing.

(c) There shall be in effect no Law or injunction issued by a court of competent jurisdiction making illegal or otherwise prohibiting or restraining the consummation of the Transactions.

(d) The FCC Consent shall have been granted and shall be in full force and effect.

(e) Purchaser shall have delivered to Seller the Purchase Price and all of the certificates, instruments and other documents required to be delivered by Purchaser at or prior to the Closing pursuant to Section 3.3 hereof.

(f) The transactions contemplated by each of the KLCW Purchase Agreement and the Non-License Purchase Agreement shall have been consummated.

## **ARTICLE 8**

### **INDEMNIFICATION**

8.1 Survival. The representations and warranties made by any party and contained in or made pursuant to this Agreement shall survive (and not be affected in any respect by) the Closing, any investigation conducted by any party hereto and any information which any party may receive, until one (1) year following the Closing Date, whereupon all such representations and warranties shall expire and terminate and shall be of no further force or effect; provided, however, that the representations and warranties in Section 4.1 (Organization), Section 4.2 (Seller's Authority), Section 4.5 (Transmission Equipment) solely with respect to title, Section 4.19 (Taxes), Section 5.1 (Organization) and Section 5.2 (Purchaser's Authority) (collectively, such representations and warranties, the "Core Representations") shall survive the Closing until ninety (90) days after the expiration of the applicable statute of limitations with respect to the particular matter that is the subject thereof. None of the covenants and agreements shall survive the Closing except to the extent such covenants and agreements contemplate performance after the Closing, in which case such covenants and agreements shall survive until performed. In the event that written notice is properly given under this Article 8 with respect to any alleged breach of a representation and warranty to which such party is entitled to be indemnified hereunder prior to the applicable expiration date, such representation and warranty shall continue to survive (with respect to the subject matter of such written notice only) until the applicable claim is finally resolved.

8.2 Indemnification by Purchaser. After the Closing, Purchaser agrees to indemnify Seller, its Affiliates and its and their respective officers, directors, shareholders, employees and representatives (each, a "Seller Indemnified Party") against and hold each such Seller Indemnified Party harmless from and reimburse each such Seller Indemnified Party for all losses, damages, Liabilities and expenses, including reasonable attorneys' fees (collectively, "Damages") which such Seller Indemnified Party may at any time sustain or incur as a result of or arising out of:

(a) the breach of any representation or warranty of Purchaser herein or in any Operative Agreement;

(b) the breach of any covenant or agreement of Purchaser contained herein or in any Operative Agreement; and

(c) the Assumed Liabilities.

8.3 Indemnification by Seller. After the Closing, Seller agrees to indemnify Purchaser, its Affiliates and its and their respective officers, directors, employees and representatives (each, a "Purchaser Indemnified Party") against and hold each such Purchaser Indemnified Party harmless from and reimburse each such Purchaser Indemnified Party for all Damages which such Purchaser Indemnified Party may at any time sustain or incur as a result of or arising out of:

(a) The breach of any representation or warranty of Seller herein or in any Operative Agreement;

(b) the breach of any covenant or agreement of Seller contained herein or in any Operative Agreement; and

(c) the Excluded Liabilities.

#### 8.4 Notification of Claims.

(a) A party entitled to be indemnified pursuant to Section 8.2 or 8.3 (the “Indemnified Party”) shall promptly notify the party or parties liable for such indemnification (the “Indemnifying Party”) in writing of any claim or demand which the Indemnified Party has determined in good faith has given or could give rise to a right of indemnification under this Agreement (a “Notice of Claim”); provided, however, that a delay or failure to provide such notice shall not relieve any Indemnifying Party of its obligations, except to the extent that it has been prejudiced by such delay or failure. Any Notice of Claim shall (i) state with reasonable specificity the basis on which indemnification is being asserted, (ii) set forth the Indemnified Party’s good faith estimate of the amount of Damages for which indemnification is being asserted, and (iii) in the case of third party claims (a “Third Party Claim”), shall be accompanied by copies of all relevant pleadings, demands and other papers served on the Indemnified Party.

(b) If the Indemnified Party notifies the Indemnifying Party of any Third Party Claim, the Indemnifying Party shall have the right (i) to employ counsel of its choice to defend any such claim or demand asserted against the Indemnified Party, and (ii) to control and conduct any proceedings or negotiations in connection therewith and necessary or appropriate to defend, in each case, in good faith, the Indemnified Party, provided that the parties believe in good faith (based on facts known at the time) that it is reasonably likely that all or a majority of the Damages sought in the Third Party Claim are within the scope of and subject to indemnification hereunder. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as possible after its receipt of the Notice of Claim (but in any case within 30 days of receipt by the Indemnifying Party of a Notice of Claim (the “Indemnity Notice Period”)) of its election to defend any such Third Party Claim. Notwithstanding the foregoing, the Indemnifying Party may not assume or control the defense if the named parties to the action giving rise to the Notice of Claim (including any impleaded parties) include both the Indemnifying Party and the Indemnified Party and representation of both parties by the same counsel would be inappropriate (based on a written opinion of outside counsel) due to actual or potential differing interests between them, in which case the Indemnified Party shall have the right to defend the action and to employ counsel reasonably approved by the Indemnifying Party, and, to the extent the matter is determined to be subject to indemnification hereunder, the Indemnifying Party shall reimburse the Indemnified Party for all reasonable costs associated with such defense. In the event that the Indemnifying Party does assume the defense as provided above, the Indemnified Party shall have the right to participate in such defense (including without limitation, with counsel of its choice), at its own expense, and the Indemnifying Party shall reasonably cooperate with the Indemnified Party in connection with such participation. If the Indemnifying Party does not deliver to the Indemnified Party written notice within the Indemnity Notice Period that the Indemnifying Party will assume the defense of any such claim or litigation resulting therefrom, the Indemnified

Party may defend against any such claim or litigation in such manner as it may deem appropriate, at the cost of the Indemnifying Party.

(c) In the event the Indemnifying Party (i) does not elect to assume control or otherwise participate in the investigation and/or the defense of, or opposition to, any Third Party Claim or (ii) is not entitled to assume control of the investigation and/or the defense of, or opposition to, any such Third Party Claim, the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such claim; provided, however, the Indemnified Party shall not have the right to consent or otherwise agree to any monetary or non-monetary settlement or relief, including injunctive relief or other equitable remedies, without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld, delayed or conditioned. In the event that the Indemnifying Party assumes control of the investigation of, defense of, or opposition to, any Third Party Claim, the Indemnifying Party shall have the right in good faith to settle or compromise any such claim, provided that (i) at least ten (10) Business Days prior notice of such settlement or compromise is given to the Indemnified Party and (ii) such settlement or compromise must not require the Indemnified Party to take or refrain from taking any action (provided that Indemnified Party shall not unreasonably withhold its consent to the terms of a mutual release with respect to such claim with the third party making such claim), contain any admission by or on behalf of the Indemnified Party, or otherwise fail to hold the claimant fully harmless with respect to such claim. Notwithstanding the foregoing, in connection with any such settlement or compromise negotiated by the Indemnifying Party, no Indemnified Party shall be required by an Indemnifying Party to (i) enter into any settlement that does not include as an unconditional term thereof the delivery by the Indemnified Party or plaintiff to the Indemnified Party of a release from all liability in respect of such claim or litigation, or (ii) enter into any settlement that attributes by its terms any non-indemnified liability to the Indemnified Party.

(d) If a claim, whether a direct claim or a Third Party Claim, requires immediate action, the parties hereto will work in good faith to reach a decision with respect thereto as expeditiously as possible.

#### 8.5 Limitations.

(a) Notwithstanding anything herein to the contrary, no Indemnifying Party shall have any obligation to indemnify any Indemnified Parties pursuant to Sections 8.2(a) or 8.3(a) of this Agreement, and no Indemnified Party shall make a claim pursuant to Sections 8.2(a) or 8.3(a) of this Agreement, unless the aggregate amount of Damages sustained or incurred with respect to all claims pursuant to Section 8.2(a) or Section 8.3(a) of this Agreement, exceeds Fifty Thousand Dollars (\$50,000) (the “Deductible”); provided, however, that if the aggregate amount of such Damages exceeds the Deductible, the Indemnifying Party shall be liable for only those Damages in excess of the Deductible. Notwithstanding anything to the contrary contained in this Agreement, the aggregate maximum indemnifiable liability of any Indemnifying Party pursuant to Sections 8.2(a) or 8.3(a), as the case may be, shall be limited to Five Hundred Thousand Dollars (\$500,000) (the “Cap”); provided, however, that the Cap shall not apply to breaches of the Core Representations or fraud. For the avoidance of doubt, the maximum amounts payable under any clause of this Section 8.5(a) shall be reduced by any amount previously paid under Section 8.2(a) and Section 8.3(a) in the aggregate.

(b) Notwithstanding anything herein to the contrary, payments by the Indemnifying Party pursuant to Section 8.2 or 8.3 shall be limited to the amount of Damages, if any, that remain after deducting therefrom (i) any insurance proceeds and any indemnity, contribution or other similar payment actually recovered by the Indemnified Parties from any third party with respect thereto, reduced by any costs directly associated with recovery and any increase in any insurance related premiums as a result of any insurance claim related to such Damages, and (ii) any provision or reserve specifically provided for the item in question in the Prorations.

(c) Absent fraud, no claim for indemnification or cause of action arising under or resulting from this Agreement, any other Operative Agreement or any of the Transactions may be asserted by any Indemnified Party against Seller or Purchaser, respectively, for punitive, special, exemplary, speculative, remote or consequential damages (including for lost profits or revenue), or for damages calculated on the basis of any multiple or for diminution in value, unless and only to the extent such damages are payable by the Indemnified Party to a third party.

(d) Notwithstanding any other provision of this Agreement, Purchaser and Seller acknowledge that the obligation of Seller and Purchaser, as the case may be, to provide indemnification for Damages arising out of Section 8.2 or 8.3 extends only to the Purchaser Indemnified Parties or the Seller Indemnified Parties, as the case may be, and that neither Seller nor Purchaser shall be obligated to provide such indemnification to any other Persons.

(e) The Indemnifying Party and the Indemnified Party shall use their respective commercially reasonable efforts with respect to resolving any Liability or minimizing Damages with respect to which an Indemnifying Party is obligated to indemnify an Indemnified Party to this Article 8. The Indemnified Party shall use its commercially reasonable efforts to pursue payment under or from any insurer or third-party in respect of such Damages.

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

8.7 Exclusive Remedy. Absent fraud, the parties hereto hereby acknowledge and agree that the sole and exclusive remedy of Purchaser Indemnified Parties and the Seller Indemnified Parties, as the case may be, from and after the Closing with respect to Damages and any and all claims for any breach or liability under this Agreement (except as specifically provided in any other Operative Agreement) shall be solely in accordance with, and limited by, the indemnification provisions set forth in this Article 8.

8.8 Expense of Litigation. Notwithstanding any provision in this Agreement that may limit or qualify a party's remedies, in the event of a breach or default by any party that results in a lawsuit or other proceeding for any remedy available under this Agreement (whether prior to Closing or thereafter), the prevailing party shall be entitled to reimbursement from the breaching or defaulting party of such prevailing party's reasonable legal fees and expenses related thereto.

## **ARTICLE 9**

### **TERMINATION**

## 9.1 Termination.

(a) This Agreement may be terminated prior to Closing by either Purchaser, on the one hand, or Seller, on the other hand, upon written notice to the other following the occurrence of any of the following:

(i) if the other party, either Purchaser, on the one hand, or Seller, on the other hand, is in material breach or material default of this Agreement or does not perform in all material respects the obligations to be performed by it under this Agreement on or prior to the Closing Date and such breach or failure to perform (a) would give rise to the failure of a condition set forth in Section 7.1(a) or Section 7.1(b) (in the case of a breach or default by Seller) or Section 7.2(a) or Section 7.2(b) (in the case of a breach or default by Purchaser) if such breach or failure to perform had occurred at the time scheduled for Closing and (b) such breach has not been substantially cured as set forth in Section 9.1(c); provided, however, any party that itself is in material breach or material default of this Agreement shall be barred from exercising its rights to terminate this Agreement pursuant to this Section 9.1(a)(i);

(ii) if there shall be any Law that prohibits consummation of the Transactions or if a Governmental Authority of competent jurisdiction shall have issued a final, nonappealable Governmental Order enjoining or otherwise prohibiting consummation of the Transactions;

(iii) if the Closing has not occurred on or prior to October 18, 2021 (the “Upset Date”); provided, however, the terminating party may only terminate this Agreement pursuant to this subsection (iii) if at the time of termination the terminating party is not in material breach or default of this Agreement;

(iv) by Purchaser, if either the KLCW Purchase Agreement or the Non-License Purchase Agreement is terminated by either Purchaser or Gray, as purchaser in either of those agreements, as applicable, as a result of the material breach or failure to perform thereof by Seller in accordance with its terms prior to the Upset Date; or

(v) if applicable, this Agreement may be terminated prior to Closing by Purchaser pursuant to Section 6.10.

(b) This Agreement may be terminated prior to Closing by mutual written consent of Purchaser and Seller.

(c) If either party asserts that the other is in breach or default of this Agreement, the non-defaulting party shall, prior to exercising its right to terminate under Section 9.1(a)(i), provide the defaulting party with notice specifying in reasonable detail the nature of such breach or default. Except for a failure to pay the Purchase Price or otherwise perform any obligations to be performed at the time scheduled for Closing (to which the cure period described hereinafter shall not apply), the defaulting party shall have 10 days from receipt of such notice to cure such default; provided, however, that if the breach or default is incapable of cure within such 10-day period, the cure period shall be extended as long as the defaulting party is diligently and in good faith attempting to effectuate a cure and there is a reasonable likelihood that a cure will be achieved. Nothing in this Section 9.1(c) shall be interpreted to extend the Upset Date.

(d) Upon termination, (i) if neither Seller nor Purchaser is in material breach of any provision of this Agreement, neither shall have any further liability to each other; and (ii) if Seller shall be in material breach of any provision of this Agreement, Purchaser shall have the rights and remedies provided in Section 9.3.

9.2 Effect of Termination. In the event of a valid termination of this Agreement pursuant to Section 9.1, this Agreement (other than Section 6.6, this Article 9, Section 10.1, Section 10.2, Section 10.3, Section 10.4, Section 10.5, Section 10.6, Section 10.7, Section 10.11, Section 10.12, and Section 10.14 each of which shall remain in full force and effect) shall forthwith become null and void, and no party hereto (nor any of their respective Affiliates, directors, officers or employees) shall have any liability or further obligation, except as provided in this Article 9; provided, however, that nothing in this Section 9.2 shall relieve any party from liability for any breach of this Agreement prior to termination. Notwithstanding anything to the contrary herein, in no event shall either party be permitted to terminate this Agreement after the Closing.

9.3 Specific Performance. In the event of failure or threatened failure by Seller to comply with the terms of this Agreement, Purchaser shall be entitled to an injunction restraining such failure or threatened failure and, subject to the extent applicable to obtaining the FCC Consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. In the event of failure or threatened failure by Purchaser to comply with the terms of this Agreement, Seller shall be entitled to an injunction restraining such failure or threatened failure to, and enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. In the event of a default by either Purchaser or Seller that results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses (whether incurred in arbitration, at trial, or on appeal).

## **ARTICLE 10**

### **MISCELLANEOUS**

10.1 Notices. All notices, requests, demands, claims and other communications that are required or may be given pursuant to this Agreement must be in writing and delivered personally against written receipt, by a nationally recognized overnight delivery service, by transmission of electronic mail or by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses (or to the attention of such other Person or such other address as any party may provide to the other parties by notice in accordance with this Section 10.1):

if to Seller, to:  
Ramar Communications, Inc.  
9800 University Avenue  
Lubbock, Texas 79423  
Attention: Brad Moran  
Telephone: 806 745 3434  
Email: bmoran@ramarcom.com

with a copy (which shall not constitute notice) to:  
Telecommunications Law Professionals,  
PLLC  
1025 Connecticut Avenue, NW  
Suite 1011  
Washington DC 20036  
Attention: Dennis P. Corbett  
Telephone: 202 789 3115  
Email: dcorbett@tlp.law

if to Purchaser, to:  
SagamoreHill of Lubbock, LLC  
525 Blackburn Dr.  
Augusta, GA 30907  
Attn: Louis Wall  
E-Mail: louis@shbvtv.com

with a copy (which shall not constitute notice) to:  
Edinger Associates PLLC  
1725 I St. NW, Suite 300  
Washington DC, 20006  
Attn: Brook Edinger  
E-Mail: bedinger@edingerlaw.net

Any such notice or other communication will be deemed to have been given (i) if personally delivered, when so delivered, against written receipt, (ii) if sent by a nationally recognized overnight delivery service when so delivered against written receipt, (iii) when received, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, or (iv) if mailed by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth above, when so delivered against written receipt. Any notice, request, demand, claim or other communication given hereunder using any other means (including ordinary mail or electronic mail) shall not be deemed to have been duly given unless and until such notice, request, demand, claim or other communication is actually received by the individual for whom it is intended.

10.2 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Seller or Purchaser without the prior written consent of the other parties and any purported assignment or delegation in violation hereof shall be null and void except for assignments and transfers by operation of Law); provided, that Purchaser may by written notice to, but without consent of, Seller, assign all or any part of its rights and obligations hereunder to one or more Affiliates of Purchaser, upon written notice to Seller and Purchaser may assign its rights hereunder in whole or in part as security for any financing of the transactions contemplated hereby, provided, further, that Purchaser shall not be relieved of any liability pursuant to this Agreement in connection with such assignment. The terms of this Agreement shall bind and inure to the benefit of the parties' respective successors and permitted assigns.

10.3 Amendments and Waiver; Exclusive Remedies. This Agreement may not be modified or amended except in writing signed by the party or parties against whom enforcement is sought. The terms of this Agreement may be waived only by a written instrument signed by the party or parties waiving compliance. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise provided. No delay on the part of any party hereto

in exercising any right, power or privilege hereunder shall operate as a waiver thereof, except where such delay negates the ability of the other party to fulfill an obligation hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. Whenever this Agreement requires or permits consent by or on behalf of a party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 10.3. The rights and remedies herein provided shall be the exclusive rights and remedies available to the parties hereto at law or in equity.

10.4 Entire Agreement. This Agreement and the related documents contained as Exhibits and Schedules hereto or expressly contemplated hereby (including the Operative Agreements) and the Confidentiality Agreement contain the entire understanding of the parties relating to the subject matter hereof and supersede all prior written or oral and all contemporaneous oral agreements and understandings relating to the subject matter hereof. The Exhibits and Schedules to this Agreement are hereby incorporated by reference into and made a part of this Agreement for all purposes.

10.5 No Third Party Beneficiary. This Agreement is made for the sole benefit of the parties hereto, and their respective successors, executors and permitted assigns, and nothing contained herein, express or implied, is intended to or shall confer upon any other Person any third party beneficiary right or any other legal or equitable rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement (except to the extent that certain third parties are expressly covered by the indemnity herein).

10.6 Governing Law. This Agreement will be governed by and construed and interpreted in accordance with the substantive Laws of the State of Delaware, without giving effect to any conflicts of Law, rule or principle that might require the application of the Laws of another jurisdiction.

10.7 Representations and Warranties Exclusive. The representations, warranties, covenants and agreements set forth in this Agreement and the Operative Agreements constitute all the representations, warranties, covenants and agreements of the parties hereto and their respective shareholders, directors, officers, employees, Affiliates, advisors (including financial, legal and accounting), agents and representatives and upon which the parties have relied. In particular, and without in any way limiting the generality of the foregoing, Purchaser acknowledges and agrees that, in making its decision to purchase the License Assets, it is not relying on (a) any information or materials, oral or written, distributed or made available to Purchaser by any Person prior to the date hereof other than matters set forth in this Agreement, including the Schedules and/or the Operative Agreements or (b) any financial projection, forecast or business plan relating to the Stations. With respect to any projection, forecast or business plan delivered by or on behalf of Seller to Purchaser, Purchaser acknowledges that (i) there are uncertainties inherent in attempting to make such projections, forecasts and plans, (ii) it is familiar with such uncertainties, (iii) it is taking full responsibility for making its own evaluation of the adequacy and accuracy of all such projections, forecasts and plans so furnished to it, and (iv) it shall have no claim of any kind whatsoever against any Person with respect thereto.

10.8 Neutral Construction. The parties to this Agreement agree that this Agreement was negotiated fairly between them at arms' length and that the final terms of this Agreement are the

product of the parties' negotiations. Each party represents and warrants that it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them, and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision(s).

10.9 Severability. It is the desire and intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the Laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated by a court of competent jurisdiction to be invalid, prohibited or unenforceable for any reason, so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party, such provision, as to such jurisdiction, shall be ineffective, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Notwithstanding the foregoing, so long as the economic or legal substance of the Transactions is not affected in any manner materially adverse to any party, if such provision could be more narrowly drawn so as not to be invalid, prohibited or unenforceable in such jurisdiction, it shall, as to such jurisdiction, be so narrowly drawn, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced in any manner materially adverse to any party and that such provision cannot be narrowly drawn, the parties 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 be consummated as originally contemplated to the fullest extent possible.

10.10 Bulk Sales Laws. The parties hereby waive compliance with the bulk sales Laws of any State in which the License Assets are located or in which operations relating to the Stations are conducted.

10.11 Heading; Interpretation; Schedules and Exhibits. This Agreement has been negotiated by Purchaser, on the one hand, and Seller, and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement. In this Agreement (a) the words "hereof," "herein," "hereto," "hereunder," and words of similar import may refer to this Agreement as a whole and not merely to a specific section, paragraph, or clause in which the respective word appears, (b) words used herein, regardless of the gender specifically used, shall be deemed and construed to include any other gender, masculine, feminine or neuter, as the context requires, (c) any terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference, (d) unless otherwise stated, references to any Section, Article, Schedule or Exhibit are to such Section or Article of, or Schedule or Exhibit to, this Agreement, (e) the words "include", "includes", and "including" are deemed in each case to be followed by the words "without limitation" and (f) the word "shall" denotes a directive and obligation, and not an option. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Disclosure of information included on any Schedule to this Agreement shall be considered disclosure of such information for all other Schedules,

and shall so qualify the applicable representations and warranties to which such other Schedules relate, to the extent that it is reasonably apparent from the face of such disclosure that such disclosure is applicable to such other Schedule. In addition, (x) the fact that any disclosure on any Schedule is not required to be disclosed in order to render the applicable representation or warranty to which it relates true, or that the absence of such disclosure on any Schedule would not constitute a breach of such representation or warranty, shall not be deemed or construed to expand the scope of any representation or warranty hereunder or to establish a standard of disclosure in respect of any representation or warranty and (y) disclosure of a particular matter on any Schedule shall not be construed to mean that such matter is material or would reasonably be expected to have a Material Adverse Effect.

10.12 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.12.

10.13 Counterparts. This Agreement may be executed and delivered (including by facsimile transmission or by means of portable document format (pdf) transmission by email) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

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

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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

**SELLER:**

**RAMAR COMMUNICATIONS, INC.**

By:   
Name: Ramar Communications, Inc.  
Title: Brad Moran  
President

**PURCHASER:**

**SAGAMOREHILL OF LUBBOCK, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by a duly authorized officer as of the date first above written.

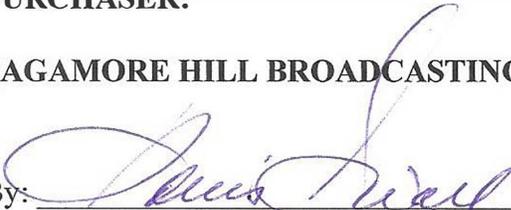
**SELLER:**

**RAMAR COMMUNICATIONS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PURCHASER:**

**SAGAMORE HILL BROADCASTING LLC**

By:  \_\_\_\_\_  
Name: KEITH S. WALL  
Title: President

List of Schedules and Exhibits

<u>Schedule</u>	<u>Description</u>
1.1(u)	List of Individuals - Knowledge of Seller
2.1(b)(iii)	Transmission Equipment
2.1(b)(iv)	Business Contracts
2.1(c)(i)	Corporate and Trade Names
2.1(c)(vii)	Excluded Contracts
2.1(c)(xiv)	Excluded Assets
2.5(a)	Prorations
4.3	Third Party Consents
4.4	Government Consents
4.7(a)	Material Business Contracts
4.7(b)	Material Business Contracts - Exceptions to Enforceability
4.7(c)	Carriage Exceptions
4.9	Business Employees
4.10	Benefit Plans
4.13	Litigation; Governmental Orders
4.14	Exceptions to Compliance with Laws
4.15(a)	FCC Licenses and Pending FCC Applications
4.15(b)	FCC Compliance
4.16	Labor Matters Exceptions
4.20	Transactions with Affiliates
6.12	Post-Closing Covenants
7.1(f)	Required Consents

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Exhibit A	Bill of Sale
Exhibit B	Assignment and Assumption
Exhibit C	Assignment of FCC Licenses
Exhibit D	Officer's Certificate of Seller
Exhibit E	Officer's Certificate of Seller
Exhibit F	Tower Lease
Exhibit G	Officer's Certificate of Purchaser
Exhibit H	Secretary's Certificate of Purchaser