

STOCK AND ASSET PURCHASE AGREEMENT

Dated as of June 4, 2013

among

TTBG LLC,

TTBG SIOUX CITY OPCO, LLC

and

Sinclair Television Group, Inc.

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## **EXHIBITS**

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**Exhibit B – Option Agreement Assignment and Assumption Agreement**

**Exhibit C – Indemnity Escrow Agreement**

**Exhibit D – FCC Licenses Assignment**

**Exhibit E – Intentionally omitted**

**Exhibit F – Intentionally omitted**

**Exhibit G – Bill of Sale**

**Exhibit H – Assignment of Intangible Property**

**Exhibit I – Form of Resignation and Release**

**Exhibit J – Contract Assignment and Assumption Agreement**

**Exhibit K – Lease Assignment and Assumption Agreement**

## **STOCK AND ASSET PURCHASE AGREEMENT**

THIS STOCK AND ASSET PURCHASE AGREEMENT (this “**Agreement**”) is made as of the 4th day of June, 2013, by and among (i) TTBG LLC, a Delaware limited liability company (“**TTBG**”), TTBG Sioux City OpCo, LLC, a Delaware limited liability company (“**Sioux City**”, and together with TTBG, collectively, “**Seller**” and each a “**Seller Entity**” ), and (ii) Sinclair Television Group, Inc., a Maryland corporation (“**STG**”). Each of TTBG, Sioux City and STG is sometimes referred to herein as a “**Party**” and collectively TTBG, Sioux City and STG are sometimes referred to herein as “**Parties**.”

## **RECITALS**

WHEREAS, TTBG owns all of the outstanding membership interests of Sioux City, TTBG Omaha OpCo, LLC, a Delaware limited liability company (“**Omaha**”), and TTBG Fresno OpCo, LLC, a Delaware limited liability company (“**Fresno**”) (the outstanding membership interests of Omaha and Fresno being referred to herein as the “**Interests**”);

WHEREAS, Fresno, directly or through its wholly-owned subsidiaries, TTBG/KMPH License Sub, LLC and TTBG/KFRE License Sub, LLC, owns the property and assets, including the licenses issued by the Federal Communications Commission (the “FCC”), used in the ownership and operation of television stations KMPH (TV) and KFRE(TV);

WHEREAS, Omaha, directly or through its wholly-owned subsidiary, TTBG/KPTM License Sub, LLC, owns the property and assets, including the FCC license, used in the ownership and operation of television station KPTM(TV);

WHEREAS, through a time brokerage agreement dated November 4, 1994, as amended, between Mitts Telecasting Company, LLC (“Mitts”), FCC licensee of television station KXVO(TV), and Omaha’s predecessor in interest, Pappas Telecasting of the Midlands, L.P. (the “TBA”), Omaha provides certain programming and related services in connection with the operation of television station KXVO(TV);

WHEREAS, Sioux City, directly or through its wholly-owned subsidiary, TTBG/KPTH License Sub, LLC, owns the property and assets, including the FCC license, used in the ownership and operation of television station KPTH(TV);

WHEREAS, through a shared services agreement dated April 28, 2005, as amended, between Waitt Broadcasting, Inc. (“Waitt”), FCC licensee of television station KMEG(TV), and Sioux City’s predecessor in interest, Pappas Telecasting of Siouxland, LLC (the “SSA”), KPTH(TV) and KMEG(TV) share certain services, personnel, and procurements in connection with their respective operations of each station;

WHEREAS, TTBG, through Omaha and Sioux City, respectively, owns (i) an option to acquire television station KXVO(TV) from Mitts pursuant to an option agreement, dated October 15, 2009, between Mitts and TTBG’s predecessor-in-interest, Pappas Telecasting of the Midlands, L.P. (the “**KXVO Option Agreement**”), and (ii) an option to acquire television station KMEG(TV) from Waitt pursuant to an option agreement dated April 28, 2005, as amended, between Waitt and Pappas Telecasting of Siouxland, L.P. (the “**KMEG Option Agreement**” and together with the KXVO Option Agreement, the “**Option Agreements**”);

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, (i) TTBG desires to sell to STG, and STG desires to purchase from Seller, the Interests, (ii) Sioux City desires to sell to STG, and STG desires to purchase all of Sioux City’s assets and (iii) TTBG desires to assign to STG, and STG desires to assume, the Option Agreements; and

WHEREAS, it is intended by the Parties that the purchase by STG of the Interests and the above-mentioned assets and the assignment of the Option Agreements shall occur simultaneously,

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be derived from this Agreement, STG and Seller hereby agree as follows:

## ARTICLE I DEFINITIONS

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

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

“**Action**” means any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Authority.

“**Affiliate**” means, with respect to any Person (the “**First Party**”), any other Person directly or indirectly Controlling, Controlled by or under common Control with the First Party.

“**Ancillary Agreements**” means the Option Agreements, the Option Agreement Assignment and Assumption Agreement, the Contract Assignment and Assumption Agreement, the Lease Assignment and Assumption Agreement, the Assignment of Intangible Property, the FCC Licenses Assignment, the Escrow Agreement, the Bill of Sale, the Indemnity Escrow Agreement, and any other certificate, agreement, document or other instrument to be executed and delivered in connection with the transactions contemplated by this Agreement.

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

“**Balance Sheet Date**” means March 31, 2013.

“**Bonus Weight Advertising**” means a credit for airtime given to an advertiser by the Company to compensate for a composition, placement, timing error, failure to meet ratings guarantee or similar reasons related to an advertisement by such advertiser on the Stations.

“**Business**” means the business conducted with respect to, and the operation of, the Stations by TTBG and the Companies.

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

“**Cash and Cash Equivalents**” means those items which are required by GAAP to be included as “cash” or “cash equivalents” on the Business Financial Statements as of the Effective Time.

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

“**Companies**” means Sioux City; TTBG KPTH License Sub, LLC, a Delaware limited liability company (“**KPTH License Sub**”); Fresno; TTBG KMPH License Sub, LLC, a Delaware limited liability company (“**KMPH License Sub**”); TTBG KFRE License Sub, LLC, a Delaware limited liability company (“**KFRE License Sub**”); Omaha; and TTBG KPTM License Sub, LLC, a Delaware limited liability company (“**KPTM License Sub**”).

“**Communications Laws**” means collectively, the Communications Act of 1934, as amended, the Telecommunications Act of 1996, the Children’s Television Act of 1990, and the rules, regulations and written policies of the FCC promulgated under the foregoing, in each case, as in effect from time to time.

“**Confidentiality Agreement**” means the non-disclosure agreement between TTBG and STG dated as of March 15, 2013.

“**Contracts**” means contracts, agreements, leases, non-governmental licenses, sales and purchase orders and other agreements (including Leases, Real Property Leases and employment agreements), written or oral (in each case, including any amendments or modifications thereto).

“**Control**” means, as to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. The terms “**Controlled**” and “**Controlling**” shall have a correlative meaning.

“**Copyrights**” means all copyrights and copyright applications and registrations therefor used by TTBG or the Companies primarily in connection with the Business.

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

“**Employee Plan**” means any (a) 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 TTBG or the Companies or with respect to which TTBG or the Companies have actual or contingent liability or obligation for the benefit of any current or former Employee who is or was directly engaged, exclusively, in the Business, but excluding, in each case, any Employment Agreement.

“**Employees**” means the full-time, part-time and per diem employees employed by TTBG or the Companies who are engaged in the Business, other than those employees of TTBG or the Companies set forth on Disclosure Schedule Section 1.01(a), it being understood that any employee of TTBG or the Companies whose principal work location is at the Other Seller Stations or whose employment responsibilities relate substantially to the overall operations of TTBG shall not be deemed “**Employees**” for any purposes hereunder.

**“Employment Agreement”** means each employment agreement, offer letter or other Contract listed on Disclosure Schedule Section 3.05(a)(viii) and in effect as of the date hereof, or as amended or entered into in accordance with Section 5.01(g), or that is not required to be listed on Disclosure Schedule Section 3.05(a)(viii) solely by reason of the proviso contained in Section 3.05(a)(viii).

**“Environmental Laws”** means any Law in effect on the date of this Agreement whether local, state, or federal relating to (a) Releases or threatened Releases of Hazardous Materials into the environment, (b) the use, treatment, storage, disposal, handling, discharging or shipment of Hazardous Material, (c) the regulation of storage tanks, or (d) otherwise relating to pollution or protection of human health, occupational safety and the environment.

**“Equipment”** means all machinery, equipment, computers, motor vehicles, furniture, fixtures, furnishings, towers, antennas, transmitters, tools, toolings, parts, blank films and tapes and other items of tangible personal property owned or leased by TTBG and the Companies and located at or used primarily in connection with the operation of the Business (other than such items that are no longer in use at the Stations as a result of obsolescence or having been replaced by other property).

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended and the rules and regulations promulgated thereunder.

**“ERISA Affiliate”** means any trade or business, whether or not incorporated, that, together with TTBG and the Companies, would be deemed a “single employer” within the meaning of Section 4001(b)(i) of ERISA.

**“ERISA Affiliate Plan”** means each Employee Plan sponsored or maintained by any ERISA Affiliate but excluding, for the avoidance of doubt, any Company Sponsored Plan.

**“Escrow Agent”** means JPMorgan Chase Bank, NA.

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

**“FCC Consent”** means the FCC’s grant of its consent to the assignment or transfer of control of the TTBG FCC Licenses for the TTBG Stations.

**“FCC Licensees”** means, collectively, KPTH License Sub, KMPH License Sub, KFRE License Sub and KPTM License Sub and the holders of the FCC Licenses of KXVO(TV) and KMEG(TV).

**“FCC Licenses”** means the licenses, permits and other authorizations issued by the FCC to the FCC Licensees for use in the operation of the Stations, each of which is identified on Disclosure Schedule Section 3.12(a), and any other license, permit or other authorization, including any temporary waiver or special temporary authorization and any renewals thereof issued by the FCC to the FCC Licensees for use in the operation of the Stations or any transferable pending application therefor.

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

“**First Set of Steps**” means the steps described in Disclosure Schedule Section 1.01(b).

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

“**Governmental Authority**” means any federal, state or local or any foreign government, legislature, governmental, regulatory or administrative authority, agency or commission or any court, tribunal, or judicial or arbitral body.

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority.

“**Hazardous Material**” means hazardous or toxic wastes, chemicals, substances, constituents, pollutants or related material, whether solids, liquids, or gases, defined or regulated under § 101(14) of CERCLA; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. §§ 11001 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §§ 651 et seq. or any similar applicable federal, state or local Environmental Laws.

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

“**Income Taxes**” means income, franchise, doing business and similar taxes.

“**Indebtedness**” means, with regard to any Person, any liability or obligation, whether or not contingent, (a) in respect of borrowed money or evidenced by bonds, monies, debentures, loan agreements, or similar instruments or upon which interest payments are normally made, (b) for the payment of any deferred purchase price of any property, assets or services (including pursuant to capital leases) but excluding trade payables and Program Rights Obligations, (c) guaranties, direct or indirect, in any manner, of all or any part of any Indebtedness of any Person, (d) all obligations under acceptance, standby letters of credit or similar facilities, (e) all matured obligations to purchase, redeem, retire, defease or otherwise make any payment in respect of any membership interests, shares of capital stock or other ownership or profit interest or any warrants, rights or options to acquire such membership interests, shares or such other ownership or profit interest, (f) all accrued interest of all obligations referred to in clauses (a) - (e) and (g) all obligations referred to in clauses (a) - (f) of a third party secured by any Lien on property or assets.

“**Intangible Property**” means all of TTBG’s and the Companies’ rights in any (a) Copyrights; (b) Trademarks, including all of the rights, if any, of TTBG and the Companies in and to the Stations’ call letters and any derivative thereof; (c) Trade Secrets; (d) all domain

leases and names used by TTBG and the Companies primarily in connection with the Business; and (e) all goodwill, if any, associated therewith, other than, in each case, any Intangible Property not used primarily in connection with the operation of the Business.

“**Knowledge of Seller**” means the actual knowledge of J. Daniel Sullivan, Jim Sandry, David Pulido, and the general manager and chief engineer of each of the Stations (or persons holding a similar position, but not including any contract employee or consultant).

“**Law**” means any United States (federal, state, local) or foreign law, constitution, treaty statute, ordinance, regulation, rule, code, order, judgment, injunction, writ or decree.

“**Leases**” means those leases, subleases, licenses or other occupancy agreements (including any and all assignments, amendments and other modifications of such leases, subleases, licenses and other occupancy agreements) relating to the Business, in which TTBG or any of the Companies holds an interest as landlord, licensor, sublandlord or sublicensor.

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

“**Market**” means, as applicable, Sioux City, Iowa; Omaha, Nebraska; and Fresno, California.

“**Material Adverse Effect**” means any effect or change that would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (a) the financial condition, assets, or results of operations of the Stations, considered together, or (b) the ability of Seller to perform its obligations under this Agreement; *provided, however*, that any material adverse effect primarily attributable to (i) an event or series of events or circumstances affecting the United States or global economy generally or capital or financial markets generally, including changes in interest or exchange rates, (ii) any event, state of facts or circumstances or development affecting television sales services or programming services generally or the television broadcast industry generally (including legislative or regulatory matters), including, without limitation, any changes to the FCC’s ownership or attribution rules or policies and any developments relating to the FCC’s incentive auction and “repacking” of the television broadcast spectrum, (iii) any change or development in national, regional, state or local telecommunications or internet transmission systems, (iv) general economic conditions, including any downturn caused by acts of war or terrorism or escalations of existing wars or a natural disaster, such as an earthquake or hurricane, (v) the suspension of trading generally on the New York Stock Exchange or the Nasdaq Stock Market, (vi) the announcement, execution and performance of this Agreement, (vii) any action taken by TTBG, the Companies, Mitts or Waitt as expressly contemplated by this Agreement or with STG’s written consent or at STG’s written request, (viii) any failure to meet internal or published financial or rating projections, estimates or forecasts of revenues, earnings, or other measures of financial or operating performance for any period (*provided, however*, that the underlying causes of such failure (subject to the other provisions of this definition) shall not be excluded), (ix) changes in Law or GAAP or the interpretation thereof, (x) the ratings or performance of any network with which a

Station is affiliated, or (xi) any breach by STG of its obligations hereunder, in each case, shall not constitute a Material Adverse Effect.

“**Material Contract**” means any Contract required to be listed on Disclosure Schedule Section 3.05(a).

“**MVPDs**” means any multi-channel video programming distributor, including cable systems, telephone companies and DBS systems.

“**Net Working Capital**” means the current assets of Fresno and Omaha and their respective Subsidiaries (including any reasonable reserve for bad debts, including doubtful accounts receivable, if any, but excluding any intercompany account balances) less the current liabilities of Fresno and Omaha and their respective Subsidiaries (other than the current portion of any Indebtedness, intercompany account balances, and “accrued employee benefits” as set forth in the most recent balance sheet included within the Business Financial Statements as updated through Closing, but including “accrued compensated absences” (as set forth on the Most Recent Balance Sheet as updated through Closing) and accruals for the value of any Bonus Weight Advertising, each case calculated as of the opening of business on the Closing Date and without giving effect to the Closing or to any other events or transactions to occur on the Closing Date, using the same formulas and calculations, applied to Fresno and Omaha, as used for the prorations set forth in Section 2.10, including without limitations the calculations set forth in Section 2.10(b) as it relates to Tradeout Agreements and Bonus Weight Advertising, all as determined in accordance with GAAP consistently applied.

“**Net Working Capital Target**” means zero dollars (\$0.00).

“**OP Stations**” means, collectively, KMEG(TV) and KXVO(TV).

“**Option Parties**” means, collectively, Mitts and Waitt.

“**Other Seller Stations**” means any broadcast station or business unit of TTBG, the Companies, their respective Affiliates, Mitts or Waitt other than the Stations.

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

other like Liens arising in the ordinary course of business, (h) Liens that will be discharged prior to or simultaneously with Closing, (i) any state of facts an accurate survey would show, *provided* same does not render title unmarketable or prevent the Real Property being utilized in substantially the same manner as currently used, (j) pledges or deposits to secure obligations under workers' compensation Laws or similar Laws or to secure public or statutory obligations and which pledges or deposits are reflected in the Business Financial Statements to the extent required by GAAP, and (k) any other Lien, other than a Lien securing a monetary obligation, that does not detract from, interfere with or impair the use of or value of any such property or asset as currently used.

“**Person**” means any natural person, general or limited partnership, corporation, limited liability company, firm, association, trust or other legal entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“**Post-Closing Tax Period**” means any Tax period (or portion thereof) ending after the Closing Date, including the portion of the Straddle Period ending after the Closing Date.

“**Pre-Closing Tax Period**” means any Tax period (or portion thereof) ending on or prior to the Closing Date, including the portion of any Straddle Period ending on the Closing Date.

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

“**Program Rights Obligations**” means all obligations in respect of the purchase, use, license or acquisition of programs, programming materials, films and similar assets used primarily in connection with the Business in the ordinary course consistent with past practice which relate to the utilization of the Program Rights on or after the Effective Time.

“**Real Property**” means the real property owned, leased, subleased or licensed by or to TTBG or the Companies and used primarily by the Stations, together with all right, title and interest of TTBG and the Companies in all buildings, towers, improvements, fixtures and structures located thereon, but excluding Tower Leases.

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

“**Second Set of Steps**” has the meaning ascribed to such phrase in Disclosure Schedule Section 1.01(c).

“**Seller Account**” means the accounts set forth on Disclosure Schedule Section 1.01(d).

“**Sioux City Business**” means the business and operations of the Sioux City Stations.

“**Sioux City Employees**” means those Employees who are employed by Sioux City or any of its Subsidiaries.

“**Sioux City Stations**” means KPTH(TV) and KMEG(TV).

“**Stations**” means, collectively, KPTM(TV), KXVO(TV), KMPH(TV), KFRE(TV), KPTH(TV) and KMEG(TV).

“**Straddle Period**” means a Tax period commencing before the Closing Date and ending after the Closing Date.

“**Subsidiary**” when used with respect to any party, means any corporation, limited liability company, partnership, limited liability partnership, association, trust or other entity of which securities or other ownership interests representing fifty percent (50%) or more of the equity or fifty percent (50%) or more of the ordinary voting power (or, in the case of a partnership, fifty percent (50%) or more of the general partnership interests) are, as of such date, owned by such party or one or more Subsidiaries of such party or by such party and one or more Subsidiaries of such party.

“**Target Purchase Price**” means One Hundred Fifteen Million Three Hundred and Fifty Thousand Dollars (\$115,350,000).

“**Tax**” or “**Taxes**” means (i) all federal, state, local or foreign income, excise, gross receipts, ad valorem, sales, use, employment, franchise, profits, gains, property, transfer, payroll, intangible or other taxes, value added, alternative or add-on minimum, estimated, unclaimed property fees, stamp taxes, duties, charges, levies or assessments of any kind whatsoever (whether payable directly or by withholding) imposed by a Governmental Authority, together with any interest and any penalties, additions to tax or additional amounts imposed by any Tax authority with respect thereto and (ii) liability of the Companies for the payment of any amounts of the type described in clause (i) above as a result of any express or implied obligation to indemnify or otherwise assume or succeed to the liability of any other Person including, without limitation, any obligation under Treasury Regulation Section 1.1502-6 or any similar provision of state, local or foreign Tax law.

“**Tax Returns**” means all returns and reports (including elections, declarations, disclosures, schedules, estimates and information returns), and any amendments thereto, required to be supplied to a Tax authority relating to Taxes.

“**Tower Leases**” means any agreement to which TTBG or any of the Companies is a party pertaining to the use and/or installation of radio masts and/or towers used primarily by the Stations for telecommunications and broadcasting in connection with the operation of the Business, where TTBG or any of the Companies holds an interest as tenant or subtenant, and for the lease by TTBG or any of the Companies as landlord or lessor of space for transmission facilities to tenants or lessees.

“**Trade Secrets**” means all proprietary information of TTBG and each of the Companies that is not generally known and is used exclusively in the operation of the Business, as to which reasonable efforts have been made to prevent unauthorized disclosure, and which provides a competitive advantage to those who know or use it.

“**Trademarks**” means all trade names, trademarks, service marks, trade dress, jingles, slogans, logos, other source or business identifiers, trademark and service mark registrations and trademark and service mark applications owned by TTBG or the Companies and used primarily in the operation of the Business, including those set forth on Disclosure Schedule Section 3.06(a), and the goodwill appurtenant thereto.

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

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

“**TTBG FCC Licensees**” means, collectively, KPTH License Sub, KMPH License Sub, KFRE License Sub and KPTM License Sub.

“**TTBG FCC Licenses**” means the licenses, permits and other authorizations issued by the FCC to the TTBG FCC Licensees for use in the operation of the TTBG Stations, each of which is identified on Disclosure Schedule Section 3.12(a), and any other license, permit or other authorization, including any temporary waiver or special temporary authorization and any renewals thereof issued by the FCC to the TTBG FCC Licensees for use in the operation of the TTBG Stations or any transferable pending application therefor.

“**TTBG Stations**” means, collectively KPTM(TV), KMPH(TV), KFRE(TV) and KPTH(TV).

**Section 1.02. Cross Reference Table.** The following terms defined in this Agreement in the sections set forth below shall have the respective meaning therein defined:

|                                               |              |
|-----------------------------------------------|--------------|
| <b>Adjudicated Net Working Capital Amount</b> | 2.09(f)      |
| <b>Adjudicated Statement</b>                  | 2.09(f)      |
| <b>Adjudication Period</b>                    | 2.09(f)      |
| <b>Agreement</b>                              | Preamble     |
| <b>Assignment of Intangible Property</b>      | 2.11(b)(v)   |
| <b>Assumed Contracts</b>                      | 2.02(c)      |
| <b>Assumed Liabilities</b>                    | 2.04         |
| <b>Average Unit Rate</b>                      | 2.10(b)      |
| <b>Bill of Sale</b>                           | 2.11(b)(iii) |
| <b>Business Financial Statements</b>          | 3.08(a)      |
| <b>Cap</b>                                    | 12.02(b)     |
| <b>Closing</b>                                | 2.11         |
| <b>Closing Date</b>                           | 2.11         |
| <b>Closing Net Working Capital Amount</b>     | 2.09(b)      |
| <b>Company Capitalization Warranty Breach</b> | 12.03(b)     |

|                                                           |                      |
|-----------------------------------------------------------|----------------------|
| <b>Company Sponsored Plans</b>                            | 3.15(a)              |
| <b>Consent</b>                                            | 2.06(a)              |
| <b>Continuing Employees</b>                               | 8.01(b)              |
| <b>Contract Assignment and Assumption Agreement</b>       | 2.11(c)(i)           |
| <b>Controlled; Controlling</b>                            | Control definition   |
| <b>Covered Matters</b>                                    | 13.10(a)             |
| <b>Damaged Asset</b>                                      | 5.04                 |
| <b>Deductible</b>                                         | 12.02(b)             |
| <b>Dispute Resolution Period</b>                          | 2.09(e)              |
| <b>DOJ</b>                                                | 7.01(c)              |
| <b>Escrow Agreement</b>                                   | 2.08(a)              |
| <b>Estimated Net Working Capital Amount</b>               | 2.09(a)              |
| <b>Estimated Net Working Capital Statement</b>            | 2.09(a)              |
| <b>Estimated Settlement Statement</b>                     | 2.10(d)              |
| <b>Excluded Assets</b>                                    | 2.03                 |
| <b>Excluded Contracts</b>                                 | 2.03(k)              |
| <b>Excluded Liabilities</b>                               | 2.05                 |
| <b>FCC</b>                                                | Recitals             |
| <b>FCC Applications</b>                                   | 7.01(a)              |
| <b>FCC Consent</b>                                        | 7.01(a) and (d)      |
| <b>FCC Licenses Assignment</b>                            | 2.11(a)(iv)          |
| <b>FCC Renewal Policy</b>                                 | 7.01(d)              |
| <b>Final Purchase Price</b>                               | 2.07                 |
| <b>Final Settlement Statement</b>                         | 2.10(h)              |
| <b>Fresno</b>                                             | Recitals             |
| <b>FTC</b>                                                | 7.01(c)              |
| <b>HSR Clearance</b>                                      | 7.01(c)              |
| <b>Indemnity Escrow Agreement</b>                         | 2.08(b)              |
| <b>Indemnity Escrow</b>                                   | 2.08(b)              |
| <b>Indemnity Escrow Amount</b>                            | 2.08(b)              |
| <b>Indemnified Party</b>                                  | 12.04(a)             |
| <b>Indemnifying Party</b>                                 | 12.04(a)             |
| <b>Initial Purchase Price</b>                             | 2.07                 |
| <b>Interests</b>                                          | Recitals             |
| <b>KFRE License Sub</b>                                   | Companies definition |
| <b>KMEG Option Agreement</b>                              | Recitals             |
| <b>KMPH License Sub</b>                                   | Companies definition |
| <b>KPTH License Sub</b>                                   | Companies definition |
| <b>KPTM License Sub</b>                                   | Companies definition |
| <b>KXVO Option Agreement</b>                              | Recitals             |
| <b>Lease Assignment and Assumption Agreement</b>          | 2.11(c)(ii)          |
| <b>LLC Operating Agreement Assignments and Amendments</b> | 2.01                 |
| <b>Losses</b>                                             | 12.02(a)             |
| <b>Material Assumed Contract</b>                          | 3.05(a)              |
| <b>Material Multi-Station Contract(s)</b>                 | 2.12                 |

|                                                             |             |
|-------------------------------------------------------------|-------------|
| <b>Mitts</b>                                                | Recitals    |
| <b>Multi-Station Contract</b>                               | 2.12        |
| <b>Multi-Station Contract Obligations</b>                   | 2.12        |
| <b>Multi-Station Contract Rights</b>                        | 2.12        |
| <b>Non-Duplication Notices</b>                              | 5.10        |
| <b>Notice of Disagreement</b>                               | 2.10(h)     |
| <b>Objection Notice</b>                                     | 2.09(b)     |
| <b>Objection Period</b>                                     | 2.09(b)     |
| <b>Omaha</b>                                                | Recitals    |
| <b>OP Owned Real Property</b>                               | 3.07(h)     |
| <b>OP Real Property Leases</b>                              | 3.07(h)     |
| <b>Option Agreements</b>                                    | Recitals    |
| <b>Option Agreement Assignment and Assumption Agreement</b> | 2.01        |
| <b>Owned Real Property</b>                                  | 3.07(a)     |
| <b>Party; Parties</b>                                       | Preamble    |
| <b>Permits</b>                                              | 3.11        |
| <b>Prime Rate</b>                                           | 2.09(d)     |
| <b>Priority Leased Sites</b>                                | 5.03        |
| <b>Prorated Assumed Liabilities</b>                         | 2.10(a)     |
| <b>Prorated Purchased Assets</b>                            | 2.10(a)     |
| <b>Purchased Assets</b>                                     | 2.02        |
| <b>Real Property Leases</b>                                 | 3.07(a)     |
| <b>Renewal Application</b>                                  | 7.01(d)     |
| <b>Securities Act</b>                                       | 4.11        |
| <b>Security Deposit</b>                                     | 2.08(a)     |
| <b>Seller</b>                                               | Preamble    |
| <b>Seller Entity</b>                                        | Preamble    |
| <b>Seller FSA Plan</b>                                      | 8.07        |
| <b>Seller Indemnified Parties</b>                           | 12.02(a)    |
| <b>Seller Prohibited Entities</b>                           | 5.06        |
| <b>Seller Prorated Amount</b>                               | 2.10(a)     |
| <b>Seller Warranty Breach</b>                               | 12.03(a)(i) |
| <b>Seller's 401(k) Plan</b>                                 | 8.02        |
| <b>Settlement Statement</b>                                 | 2.10(e)     |
| <b>Sioux City</b>                                           | Preamble    |
| <b>Solvent</b>                                              | 4.10        |
| <b>Statement of Closing Net Working Capital</b>             | 2.09(b)     |
| <b>Station Documents</b>                                    | 2.02(k)     |
| <b>STG</b>                                                  | Preamble    |
| <b>STG FSA Plan</b>                                         | 8.05        |
| <b>STG's 401(k) Plan</b>                                    | 8.02        |
| <b>STG Indemnified Parties</b>                              | 12.03(a)    |
| <b>STG Prorated Amount</b>                                  | 2.10(a)     |
| <b>STG Warranty Breach</b>                                  | 12.02(a)(i) |
| <b>Surveys</b>                                              | 5.03        |

|                              |             |
|------------------------------|-------------|
| <b>Stations</b>              | Recitals    |
| <b>Tax Proceeding</b>        | 9.07(k)     |
| <b>Termination Date</b>      | 11.01(b)(i) |
| <b>Threshold</b>             | 12.02(b)    |
| <b>Title Commitments</b>     | 5.03        |
| <b>Transfer Date</b>         | 8.05        |
| <b>Transferred Employees</b> | 8.01(a)     |
| <b>TTBG</b>                  | Preamble    |
| <b>Waitt</b>                 | Recitals    |
| <b>WARN Act</b>              | 8.09        |

**Section 1.03. Terms Generally.** (a) Words in the singular shall be held to include the plural and vice versa and words of one gender shall be held to include the other gender as the context requires, (b) the terms “hereof,” “herein,” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole (including the Disclosure Schedules and exhibits hereto) and not to any particular provision of this Agreement, and Article, Section, paragraph, Exhibit and Disclosure Schedule references are to the Articles, Sections and paragraphs in, and the Exhibits and Disclosure Schedules to this Agreement unless otherwise specified, (c) the word “including” and words of similar import when used in this Agreement means “including, without limitation,” unless otherwise specified, and (d) the word “or” shall not be exclusive.

## ARTICLE II PURCHASE AND SALE

**Section 2.01. Interests; Option Agreements.** Upon the terms and subject to the conditions set forth herein, at the Closing, (i) TTBG shall sell, assign, transfer, convey and deliver to STG, and STG shall purchase, acquire and accept from TTBG, all right, title and interest of TTBG in and to all of the Interests, free and clear of all Liens, by TTBG’s and STG’s executing and delivering assignments of the Interests and amendments to the Fresno and Omaha limited liability company agreements in form and substance reasonably satisfactory to STG and TTBG in the form and substance of Exhibit A annexed hereto (the “**LLC Operating Agreement Assignments and Amendments**”) and (ii) Sioux City shall assign to STG, and STG shall assume, the KMEG Option Agreement by Sioux City’s and STG’s executing and delivering an assignment and assumption agreement in the form and substance of Exhibit B annexed hereto (the “**Option Agreement Assignment and Assumption Agreement**”).

**Section 2.02. Purchase and Sale.** Immediately following the purchase by STG of the Interests and execution and delivery of the Option Agreement Assignment and Assumption Agreement and at the Closing, pursuant to the terms and subject to the conditions of this Agreement, STG agrees to purchase, and Sioux City agrees to sell, convey, transfer, assign and deliver, or cause its Affiliates to sell, convey, transfer, assign and deliver, to STG at the Closing, free and clear of all Liens, other than Permitted Liens, all of Sioux City’s and such Affiliate’s right, title and interest in, to and under all of the assets, other than the Excluded Assets, in each case as and to the extent located at and/or used primarily (except as otherwise specifically provided below) with respect to the Sioux City Business, including the following assets, Contracts, and properties (tangible or intangible), as the same shall exist on the date of this

Agreement and are not disposed of in accordance with Section 5.01, and all assets of the Sioux City Business acquired by Sioux City or its Affiliates between the date hereof and the Closing and located at and/or used primarily with respect to the Sioux City Stations, as follows (the “**Purchased Assets**”):

(a) all Owned Real Property, the Real Property Leases and the Tower Leases located at and/or used primarily with respect to the Sioux City Stations;

(b) all Equipment located at and/or used primarily with respect to the Sioux City Stations;

(c) all rights under all Contracts to which Sioux City or its Affiliates is a party that (i) are listed or referenced on Disclosure Schedule Section 3.05(a) or Disclosure Schedule Section 3.13(a), (ii) are not required by the terms thereof to be listed on Disclosure Schedule Section 3.05(a) but are used primarily in connection with the operation of the Sioux City Business, (iii) may result from the television broadcast industry wide negotiations with SESAC, ASCAP and BMI, (iv) are referenced in other subsections to this Section 2.02 or the corresponding Section in the Disclosure Schedules, or (v) are entered into after the date hereof by Sioux City or its Affiliates pursuant to the terms and subject to the conditions of Section 5.01 (collectively, the “**Assumed Contracts**”, *provided, however*, that “Assumed Contracts” shall in no event include Excluded Contracts);

(d) all prepaid expenses and deposits (other than prepaid Taxes) and ad valorem Taxes, leases and rentals, in each case, to the extent relating to the operation of the Sioux City Stations;

(e) all accounts receivable to the extent relating to the operation of the Stations;

(f) all of Sioux City’s or its Affiliates’ rights, claims, credits, causes of action or rights of set-off against third parties relating to the Purchased Assets, including unliquidated rights under manufacturers’ and vendors’ warranties, in each case only to the extent STG incurs Losses relating thereto occurring after the Effective Time;

(g) all Intangible Property used primarily with respect to the Sioux City Stations;

(h) those Internet web sites and related agreements, content and databases and domain name registrations used primarily with respect to the Sioux City Stations and/or set forth on Disclosure Schedule Section 2.02(h);

(i) the FCC Licenses held by KPTH License Sub and all transferable municipal, state and federal franchises, licenses, permits or other governmental authorizations held by Sioux City or its Affiliates relating to the Sioux City Stations;

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

(k) originals or copy of all information and data, sales and business records, books of account, files, invoices, inventory records, general, financial, and accounting and real and personal property and sales and use Tax records (but excluding all other Tax records), copies of personnel and employment records for Transferred Employees (to the extent permitted by Law) and all engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present and former suppliers and lists of present and former customers, quality control records and manuals, blueprints, litigation and regulatory files, and all other books, documents and records, in each case, that are used exclusively in the operation of the Sioux City Business, and copies of all of the foregoing which relate in part to one or both Sioux City Stations, on the one hand and, in part to any Other Seller Stations, on the other hand, but only to the extent they relate to the Sioux City Stations (but excluding, for the avoidance of doubt, records and documents that aggregate information about the Sioux City Stations with information about the Other Seller Stations), but, in each case, excluding records to the extent relating to Excluded Assets or the Other Seller Stations (the “**Station Documents**”);

(l) all of Sioux City’s and its Affiliates’ rights in any management and other systems (including computers and peripheral equipment), databases, computer software (computer disks and similar assets), and all licenses and rights in relation thereto, in each case, that are used primarily in the operation of the Sioux City Business; *provided, however*, in no event shall such management and other systems, databases, and computer software include any Excluded Assets; and

(m) all other items listed on Disclosure Schedule Section 2.02(m).

To the extent that any Purchased Assets are owned or held for use by Affiliates of Sioux City as of the date hereof, Sioux City shall acquire such Purchased Assets prior to the Closing or cause such Affiliates to assign, transfer, convey and deliver such Purchased Assets directly to STG at the Closing, and to the extent that such Purchased Assets are owned or held for use by Affiliates of Sioux City, the representations and warranties of Seller contained herein shall be deemed modified to the extent necessary to reflect such ownership or other interest.

For the avoidance of doubt, STG and Seller acknowledge and agree that nothing in this Section 2.02 shall be construed to sell, assign, transfer or convey to STG any assets, properties, rights or liabilities of Fresno or Omaha, as the foregoing will be acquired by STG indirectly as a result of STG’s acquisition of the Interests pursuant to Section 2.01 hereof.

**Section 2.03. Excluded Assets.** STG expressly understands and agrees that the following assets and properties of TTBG and the Companies (the “**Excluded Assets**”) shall not be acquired by STG and are excluded from the Purchased Assets (and, to the extent any of the following are held by Fresno or Omaha, shall not be assets of Fresno or Omaha at the Closing):

- (a) all Cash and Cash Equivalents of the Business;
- (b) all bank and other depository accounts used in the Business;
- (c) insurance policies relating to the Stations and the Business, and all claims, credits, causes of action or rights, including rights to insurance proceeds or refunds relating to the period prior to Closing or the Excluded Assets, thereunder;

(d) all interest in and to refunds of Taxes relating to Pre-Closing Tax Periods or the other Excluded Assets;

(e) any cause of action or claim relating to any event or occurrence with respect to the Business prior to the Effective Time;

(f) all payments or refunds due from ASCAP, BMI or SESAC relating to periods prior to the Effective Time;

(g) intercompany accounts receivable and intercompany accounts payable of TTBG, the Companies and each of their respective Affiliates;

(h) (i) each of Sioux City's charter or other governance documents, minute books and all books and records relating to the organization, existence or ownership of Sioux City, (ii) all records, documents, plans and financial records related to the transactions contemplated by this Agreement, (iii) duplicate copies of all such materials relating to the Sioux City Business, (iv) all records relating to other Excluded Assets or the Other Seller Stations, (v) all personnel files for employees of TTGB and the Companies who are not Employees and (vi) all files, documents, records, Tax Returns (other than real and personal property and sales and use Tax Returns), books of account and other materials not relating primarily to the Purchased Assets or the operation of the Sioux City Business;

(i) all rights of Seller arising under this Agreement (including, without limitation, the right to receive the Final Purchase Price), the Ancillary Agreements (except the Option Agreements) or the transactions contemplated hereby and thereby;

(j) any Purchased Asset sold or otherwise disposed of prior to the Closing as permitted hereunder;

(k) Contracts relating primarily to the Sioux City Business that are not Assumed Contracts, including, without limitation, those Contracts listed on Disclosure Schedule Section 2.03(k) (collectively, the "**Excluded Contracts**");

(l) other than the Assumed Contracts and, subject to Section 8.04, the Company Sponsored Plans, any Employee Plan and any ERISA Affiliate Plan, as well as any assets held by or relating thereto;

(m) all Tax records, other than real and personal property and sales and use Tax records and other than Tax records with respect to TTGB, Fresno or Omaha;

(n) all of Seller's, the Companies' and their respective Affiliates' rights, title and interest in and to (i) Seller's and Seller's Affiliates' name, service names and trade names (including, without limitation, the name "TTBG"), (ii) the limited liability company and trade names listed on Disclosure Schedule Section 2.03(n), (iii) all URLs and internet domain names consisting of or containing any of the foregoing; and (iv) any variations or derivations of, or marks confusingly similar to, any of the foregoing;

(o) all real and personal, tangible and intangible assets of Seller and Seller's Affiliates that are used in connection with the operation of the Business and are listed or described on Disclosure Schedule Section 2.03(o);

(p) any rights under any non-transferable shrink-wrapped or click-wrapped licenses of computer software and any other non-transferable licenses of computer software that are not material to the Business; and

(q) all capital stock or other equity securities of Seller or Subsidiaries of Seller or each of their respective Affiliates and all other equity interests in any entity that are owned beneficially or of record by Seller or Seller's Affiliates (other than the Interests and the equity securities of Subsidiaries of Omaha and Fresno).

For the avoidance of doubt, STG and Seller acknowledge and agree that, notwithstanding anything to the contrary contained herein, any of the assets or properties of Omaha and Fresno or their Subsidiaries which would be Excluded Assets may be distributed by Omaha, Fresno or their Subsidiaries to TTBG immediately prior to the Closing.

**Section 2.04. Assumed Liabilities.** Upon the terms and subject to the conditions of this Agreement, STG agrees, effective at the Effective Time to assume, pay, discharge, perform or otherwise satisfy only the following liabilities of Sioux City and its Subsidiaries (the "**Assumed Liabilities**"):

(a) all liabilities set forth on the Business Financial Statements with respect to Sioux City and its Subsidiaries, other than any Indebtedness;

(b) the liabilities and obligations arising with respect to the operation of the Sioux City Business, including the Purchased Assets, on and after the Effective Time (excluding any liability or obligation arising from, or relating to the performance or non-performance thereof, prior to the Effective Time);

(c) any liability or obligation to the extent of the amount of credit received by STG under Section 2.10(a);

(d) all liabilities and obligations relating to the Sioux City Business or the Purchased Assets arising out of Environmental Laws, whether or not presently existing, except for any such liabilities and obligations that are required to be disclosed on Disclosure Schedule Section 3.16, but which are not so disclosed;

(e) any Tax liability or obligation (except for any Income Taxes of Seller or as expressly provided in Section 2.10 or Section 9.02) related to Post-Closing Tax Periods;

(f) all liabilities with respect to the Transferred Employees arising prior to the Effective Time, solely to the extent assumed under Article VIII or covered by subsections (a), (c) or (g) of this Section 2.04, and all other liabilities assumed by STG pursuant to Article VIII;

(g) subject to Section 8.01(a) and Section 8.04, all liabilities arising under the Company Sponsored Plans and the Employment Agreements; and

(h) all liabilities arising under the Assumed Contracts after the Closing Date.

Notwithstanding the foregoing, Fresno and Omaha shall retain the Assumed Liabilities which are liabilities and obligations of Fresno and Omaha.

**Section 2.05. Excluded Liabilities.** Notwithstanding any provision in this Agreement, STG is assuming only the Assumed Liabilities and is not assuming any other liability or obligation of Seller, Fresno, Omaha or any of their respective Affiliates of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain obligations and liabilities of Seller or such Affiliates, as applicable (all such liabilities and obligations not being assumed being herein referred to as the “**Excluded Liabilities**”), and, notwithstanding anything to the contrary in Section 2.04, none of the following shall be Assumed Liabilities for the purposes of this Agreement:

(a) any liability or obligation under or with respect to any Assumed Contract, Permit, Governmental Order, Real Property Lease or Lease required by the terms thereof to be discharged prior to the Effective Time and/or as set forth on Disclosure Schedule Section 2.05(a) other than to the extent of the amount of any adjustment in favor of STG in the calculation of the Final Purchase Price under Sections 2.09 and 2.10;

(b) any liability or obligation for which Seller has already received or will receive the partial or full benefit of the asset to which such liability or obligation relates, but only to the extent of such benefit received other than to the extent of the amount of any adjustment in favor of STG in the calculation of the Purchase Price under Sections 2.09 and 2.10;

(c) the liability related to the Indebtedness, including without limitation as set forth on Disclosure Schedule Section 2.05(c);

(d) any liability or obligation arising under any of the Excluded Assets or any Employee Plan or any ERISA Affiliate Plan, including, for the avoidance of doubt, any claims by Employees of the Stations against such Employee Plans or ERISA Affiliate Plans, or any liability arising from Seller’s legal obligations or premiums, funding or other amounts due to any such Employee Plan or ERISA Affiliate Plan, other than (i) subject to Section 8.04, any liability or obligation arising under any Company Sponsored Plan, or (ii) to the extent covered by subsection (f) of Section 2.04 or to the extent of the amount of any adjustment in favor of STG in the calculation of the Purchase Price under Section 2.09 or Section 2.10;

(e) any Tax liability or obligation (except as expressly provided in Section 2.10 or Section 9.02) related to Pre-Closing Tax Periods;

(f) any liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of Seller or any direct or indirect Subsidiary thereof, other than (i) any liability to any Transferred Employee or Continuing Employee incurred on or after the Effective Time, (ii) subject to Section 8.01(a) and Section 8.04, any liability or obligation

arising under any Employment Agreement or any Company Sponsored Plan, or (iii) to the extent covered by subsection (f) of Section 2.04 or to the extent of the amount of any adjustment in favor of STG in the calculation of the Purchase Price under Section 2.09 or Section 2.10;

(g) the liabilities and obligations arising with respect to the operation of the Business, including the Purchased Assets, prior to the Effective Time (excluding any liability or obligation expressly assumed by STG hereunder);

(h) any liability of Seller under this Agreement or any document executed in connection therewith, including the Ancillary Agreements;

(i) any liability or obligation arising out of any stay-bonus, severance payments or similar payments made or owed to any Employee prior to the Closing or any liability or obligation to any Employee arising out of the transactions contemplated hereby, other than (i) subject to Section 8.01(a) and Section 8.04, any liability or obligation arising under any Employment Agreement or any Company Sponsored Plan, (ii) any other liability or obligation of STG, Fresno or Omaha under Article VIII, or (iii) to the extent covered by subsection (f) of Section 2.04 or to the extent of the amount of any adjustment in favor of STG in the calculation of the Purchase Price under Section 2.09 or Section 2.10; and

(j) any liability or obligation to Mitts or Waitt except under or pursuant to the agreements or contracts set forth on Disclosure Schedule Section 2.05(j).

For the avoidance of doubt, Seller shall hold harmless and indemnify STG, in accordance with Section 12.03, for any liability or obligation of Omaha or Fresno that would constitute an Excluded Liability.

**Section 2.06. Assignment of Contracts and Rights.**

(a) The Parties shall use commercially reasonable efforts to obtain (i) any third party consents, authorizations, approvals, waivers or notices or a replacement contract on substantially similar terms and conditions (any such consent, authorization, approval, waiver, notice or replacement contract, a “**Consent**”) necessary for the assignment of, or to transfer the benefits and obligations in respect of, any Assumed Contract, Real Property Lease or Multi-Station Contract (but only to the extent relating to the Multi-Station Contract Rights and Multi-Station Contract Obligations) (which except as otherwise provided herein or in the applicable Assumed Contract, Real Property Lease or Multi-Station Contract, shall not require any payment to any such third party), and (ii) estoppel certificates reasonably acceptable to STG from lessors under any Real Property Leases requiring Consent to assignment or transfer (if any), but no such third party Consents or estoppel certificates are conditions to Closing except for those Consents and estoppel certificates set forth on Disclosure Schedule Section 10.03(c) and, in connection with obtaining any Consent hereunder, STG shall not be required to accept any new or modified terms and conditions with respect to any Assumed Contract, Real Property Lease, Multi-Station Contract Right or Multi-Station Contract Obligation or in any replacement thereof. Notwithstanding anything to the contrary contained herein, with respect to any Consents to assignment listed on Disclosure Schedule Section 10.03(c) that are not received by Seller prior to the date scheduled for Closing, STG acknowledges and agrees that Seller shall have the right to

(A) control and manage the process of obtaining any such Consents after Closing or (B) elect not to seek any such Consent, subject, in each case, to the indemnification obligations set forth in Section 12.03(a)(vii). If in connection with obtaining any Consent set forth on Disclosure Schedule Section 10.03(c), any third party to the Real Property Lease related to such Consent requests that STG enter into a new lease, STG shall enter into such replacement lease; provided, that such replacement lease is on terms and conditions no less favorable to STG than the existing Real Property Lease.

(b) To the extent that any Assumed Contract, Real Property Lease, or Multi-Station Contract Right and Multi-Station Contract Obligation may not be assigned without the Consent of any third party, and such Consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant to this Agreement shall not constitute an assignment of such Assumed Contract, Real Property Lease, Multi-Station Contract Right or Multi-Station Contract Obligation; *provided, however*, with respect to each such Assumed Contract, Real Property Lease, Multi-Station Contract Right or Multi-Station Contract Obligation, Seller and STG shall cooperate in effecting a lawful and commercially reasonable arrangement under which STG shall receive the benefits under the Assumed Contract, Real Property Lease, Multi-Station Contract Right or Multi-Station Contract Obligation from and after Closing, and to the extent of the benefits received, STG shall pay and perform the obligations of TTBG and the Companies, which obligations shall be Assumed Liabilities, arising under the Assumed Contract, Real Property Lease, Multi-Station Contract Right or Multi-Station Contract Obligation from and after Closing in accordance with its terms.

**Section 2.07. Purchase Price.** Subject to Section 2.09 and Section 2.10, in consideration for the sale of the Interests and the Purchased Assets and the assignment of the Option Agreements, STG shall, at the Closing, (i) pay to the Escrow Agent by wire transfer of immediately available funds the Indemnity Escrow Amount and (ii) pay to Seller an amount in cash equal to the Initial Purchase Price less the Indemnity Escrow Account by wire transfer of immediately available funds to an account or accounts designated in writing by Seller; *provided* that the portion of the Initial Purchase Price that was placed into escrow pursuant to Section 2.08(a) below shall be paid to Seller by the Escrow Agent (rather than by STG) at Closing in accordance with the escrow instructions contemplated by Section 2.11(c) below. For purposes of this Agreement, the term “**Initial Purchase Price**” means (A) an amount equal to the Target Purchase Price, (B) plus the amount, if any, by which the Estimated Net Working Capital is greater than the Net Working Capital Target determined pursuant to Section 2.09, (C) plus the aggregate STG Prorated Amount, if any, determined pursuant to Section 2.10, (D) minus the amount, if any, by which the Estimated Net Working Capital is less than the Net Working Capital Target, determined pursuant to Section 2.09 and (E) minus the aggregate Seller Prorated Amount, if any, determined pursuant to Section 2.10. The Initial Purchase Price shall be subject to post-Closing final adjustments as provided in Section 2.09 and Section 2.10 and, as so adjusted, shall constitute the “**Final Purchase Price**” for all purposes under this Agreement. For the avoidance of doubt, any exercise price payable pursuant to the Option Agreements shall be paid by STG.

**Section 2.08. Escrow.**

(a) Simultaneous with the execution of this Agreement, STG has delivered to the Escrow Agent an amount equal to ten percent (10%) of the Target Purchase Price to be held as an earnest money security deposit (“**Security Deposit**”) pursuant to an Escrow Agreement of even date herewith (“**Escrow Agreement**”). The Security Deposit shall be paid to Seller as partial payment of the Initial Purchase Price due to Seller at the Closing, unless otherwise released to Seller or STG in accordance with Section 11.02.

(b) At the Closing, STG shall deposit with the Escrow Agent an amount equal to ten percent (10%) of the Target Purchase Price (“**Indemnity Escrow Amount**”) pursuant to an escrow agreement in the form attached as Exhibit C annexed hereto (“**Indemnity Escrow Agreement**”). At the Closing, STG and Seller shall execute and deliver the Indemnity Escrow Agreement and use commercially reasonable efforts to cause the Escrow Agent to execute and deliver the Indemnity Escrow Agreement. The Indemnity Escrow Amount plus any interest or earnings thereon (the “**Indemnity Escrow**”) will be available to satisfy any amounts owed by Seller to STG or the STG Indemnified Parties pursuant to Section 12.03 and in accordance with the terms of this Agreement and the Indemnity Escrow Agreement. The Indemnity Escrow Amount shall be released pursuant to the terms of the Indemnity Escrow Agreement.

**Section 2.09. Working Capital Adjustments to the Initial Purchase Price.**

(a) No later than three (3) Business Days prior to the anticipated Closing Date, Seller shall deliver to STG a statement setting forth in reasonable detail the Seller’s good faith determination of the estimated Net Working Capital as of the Closing Date (“**Estimated Net Working Capital Statement**”). If the estimate set forth on the Estimated Net Working Capital Statement (“**Estimated Net Working Capital Amount**”) is less than the Net Working Capital Target, then the Target Purchase Price shall be decreased at Closing by the amount of such difference. If the Estimated Net Working Capital Amount exceeds the Net Working Capital Target, then the Target Purchase Price shall be increased at Closing by the amount of such difference, subject to any further adjustment required under this Section 2.09. Any payment or credit required by the foregoing shall be made by the appropriate Party at the Closing in accordance therewith, absent manifest error.

(b) Within forty-five (45) calendar days after the Closing Date, STG shall prepare and deliver to Seller, in good faith and in reasonable detail, STG’s statement of Net Working Capital as of the Closing Date (“**Statement of Closing Net Working Capital**,” with the amount of Net Working Capital set forth therein the “**Closing Net Working Capital Amount**”). The Statement of Closing Net Working Capital shall become final and binding upon the Parties on the date that occurs forty-five (45) calendar days after the date upon which such statement is received by Seller (such 45-day period, the “**Objection Period**”) unless Seller delivers to STG written notice that it disputes any aspect of the Statement of Closing Net Working Capital (“**Objection Notice**”) prior to the end of such Objection Period. The Objection Notice shall specify in reasonably specific detail the nature of any dispute so asserted. If an Objection Notice is delivered to STG prior to the end of the Objection Period, then the Statement of Closing Net Working Capital (as revised in accordance with clause (i) or (ii) below) shall become final and binding upon the Parties on the earlier to occur of (i) the date STG and Seller resolve in writing any differences they have with respect to the matters specified in the Objection Notice or (ii) the date any disputed matters are finally resolved by the Accounting Firm as provided below.

(c) From the Effective Time until such time as all matters described in this Section 2.09 have been fully and finally resolved, STG shall (i) maintain and provide to Seller and its advisors and representatives reasonable access to and duplicate copies of, all documents and other information utilized by STG and its representatives in connection with STG's preparation of the Statement of Closing Net Working Capital, including (without limitation) all financial statements, work papers, schedules, accounts, analysis, and books and records relating to the Statement of Closing Net Working Capital, in each case in the same format (whether paper or electronic or both) as was utilized by STG in connection with preparation of the Statement of Closing Net Working Capital; (ii) provide Seller and its advisors reasonable access to such employees, auditors and advisors who participated in the preparation or review of, or otherwise have relevant knowledge concerning, the Statement of Closing Net Working Capital; and (iii) cooperate with Seller in providing the information and personnel required by Seller to resolve the matters described in this Section 2.08(c).

(d) Within ten (10) Business Days after the Statement of Closing Net Working Capital becomes final and binding upon the Parties, (i) STG shall pay to Seller the amount, if any, by which the Closing Net Working Capital Amount is higher than the Estimated Net Working Capital Amount or (ii) Seller shall be required to pay to STG the amount, if any, by which the Estimated Net Working Capital Amount is higher than the Closing Net Working Capital Amount, as the case may be. All payments made pursuant to this Section 2.08(d) shall be made via wire transfer of immediately available funds to such account or accounts as shall be designated in writing by the recipient Party, together with interest on such amount equal to the prime rate per annum publically announced from time to time by Citibank, N.A. at its principal office in New York City ("**Prime Rate**") for the period from the Effective Time to the date of actual payment.

(e) In the event that Seller provides an Objection Notice prior to the end of the Objection Period, then Seller and STG shall, within twenty (20) calendar days following Seller's delivery of such Objection Notice (such 20-day period, the "**Dispute Resolution Period**"), meet and confer in an attempt to resolve their differences. During such period (i) STG and its independent auditors, at STG's sole cost and expense, shall be, and Seller and its independent auditors, at Seller's sole cost and expense, shall be, in each case, permitted to review and make copies reasonably required of (A) the financial statements of Fresno and Omaha, in the case of STG, and STG, in the case of Seller, relating to the Objection Notice; (B) the working papers of Fresno and Omaha, in the case of STG, and STG, in the case of Seller, and such other Party's auditors, if any, relating to the Objection Notice; (C) the books and records of Fresno and Omaha, in the case of STG, and STG, in the case of Seller, relating to the Objection Notice; and (D) any supporting schedules, analyses and documentation relating to the Objection Notice; and (ii) Seller, in the case of STG, and STG, in the case of Seller, shall provide reasonable access, upon reasonable advance notice and during normal business hours, to such employees of such other Party and such other Party's independent auditors, as such first Party reasonably believes is necessary or desirable in connection with its review of the Objection Notice.

(f) If, during the Dispute Resolution Period, Seller and STG resolve their differences as to a disputed amount, such resolution shall be deemed final, binding and conclusive with respect to such amount for the purpose of determining that component of the Final Purchase Price. In the event that Seller and STG do not resolve all disputes prior to the end

of the Dispute Resolution Period, all such unresolved disputes shall be submitted to the Accounting Firm. The Accounting Firm shall act as an arbitrator to determine only those items in dispute, and for each such item shall determine a value within the range of values submitted therefor by Seller and STG in the Estimated Net Working Capital Statement and the Statement of Closing Net Working Capital, respectively. The Accounting Firm shall deliver to the STG and the Seller a written determination (such determination to include a work sheet setting forth all material calculations used in arriving at such determination and to be based solely on information provided to the Accounting Firm by the Seller and the STG) of the disputed items within thirty (30) calendar days of receipt of the disputed items (such 30-day period, the “**Adjudication Period**”), which determination shall be final, binding and conclusive. The final, binding and conclusive Statement of Closing Net Working Capital and Closing Net Working Capital Amount, which either are agreed upon by STG’s and Seller’s representatives or are delivered by the Accounting Firm in accordance with this Section 2.09, shall be referred to herein as the “**Adjudicated Statement**” and the “**Adjudicated Net Working Capital Amount**,” respectively. In the event that either the STG or the Seller fails to submit its statement regarding any items remaining in dispute within the time determined by the Accounting Firm, then the Accounting Firm shall render a decision based solely on the evidence timely submitted to the Accounting Firm by the STG and the Seller. Notwithstanding the foregoing, if either Party prevents the other Party from obtaining access to any information that such Party has reasonably requested pursuant to this Section 2.09, or if a Party otherwise fails to provide such information on a timely basis after receiving a reasonably specific request for access from the other Party, the Accounting Firm shall have the authority, in its sole discretion to (i) extend the Adjudication Period for such amount of time as the Accounting Firm deems equitable; (ii) direct that the withholding Party promptly provide the other Party with such access as the Accounting Firm deems equitable; and/or (iii) render a decision adverse to the withholding Party in respect of any issue or amount that the Accounting Firm deems equitable given the information that has been withheld.

(g) In the event that the Adjudicated Net Working Capital Amount is less than the Estimated Net Working Capital Amount, then the Target Purchase Price shall be reduced by an amount equal to the difference between these two amounts, and Seller shall pay to STG an amount in cash equal to such difference. In the event that the Adjudicated Net Working Capital Amount is greater than the Estimated Net Working Capital Amount, then the Target Purchase Price shall be increased by an amount equal to the difference between these two amounts, and the STG shall pay to Seller an amount in cash equal to such difference.

(h) All payments to be made pursuant to Section 2.08(g) hereof shall be made on the second Business Day following the date on which the STG and the Seller agree to, or the Accounting Firm delivers, the Adjudicated Statement. Any payment required to be made by the Seller or the STG pursuant to Section 2.08(g) hereof shall bear interest from the Closing Date through the date of payment at a rate of interest equal to the Prime Rate, and shall be payable by wire transfer of immediately available funds (i) to the bank account designated in writing by the STG if the STG is the recipient and (ii) to the bank account designated in writing by Seller if Seller is the recipient.

(i) Except as specified in the following sentence, the cost of any arbitration (including the fees and expenses of the Accounting Firm) pursuant to this Section 2.09

shall be borne by STG and Seller in inverse proportion as they may prevail on matters resolved by the Accounting Firm, which proportional allocations shall also be determined by the Accounting Firm at the time the determination of the Accounting Firm is rendered on the matters submitted. The fees and expenses (if any) of STG's independent auditors and attorneys incurred in connection with the review of the Objection Notice shall be borne by STG, and the fees and expenses (if any) of Seller's independent auditors and attorneys incurred in connection with their review of the Objection Notice shall be borne by Seller.

For Tax purposes, the Final Purchase Price shall reflect all adjustments to the Initial Purchase Price resulting from the Statement of Closing Net Working Capital or the Adjudicated Statement.

### **Section 2.10** General Proration.

(a) All Purchased Assets of Sioux City that would be classified as current assets in accordance with GAAP, and all Assumed Liabilities of Sioux City that would be classified as current liabilities in accordance with GAAP, shall be prorated between STG and Seller as of the Effective Time, including by taking into account the elapsed time or consumption of an asset during the month in which the Effective Time occurs (respectively, the "**Prorated Purchased Assets**" and the "**Prorated Assumed Liabilities**"). Such Prorated Purchased Assets and Prorated Assumed Liabilities relating to the period prior to the Effective Time shall be for the account of Seller and those relating to the period on and after the Effective Time for the account of STG and shall be prorated accordingly. In accordance with this Section 2.10, (i) STG shall be required to pay to Sioux City the amount of any Prorated Purchased Asset to the extent STG will receive a current benefit on or after the Effective Time (the "**STG Prorated Amount**"); and (ii) Seller shall be required to pay to STG the amount of any Prorated Assumed Liabilities to the extent they arise with respect to the operation of the Business prior to the Effective Time and are not assumed or paid for by Seller (the "**Seller Prorated Amount**"). Such payment by STG or Seller, as the case may be, shall be made within ten (10) Business Days after the Final Settlement Statement becomes final and binding upon the Parties.

(b) Such prorations shall include all ad valorem and other property Taxes, FCC regulatory fees, utility expenses, liabilities and obligations under Contracts, rents and similar prepaid and deferred items, reimbursable expenses and all other expenses and obligations, such as deferred revenue and prepayments and sales commissions, attributable to the ownership and operation of the Sioux City Stations that straddle the period before and after the Effective Time. Notwithstanding anything in this Section 2.10 to the contrary, (i) except as set forth in this clause (b), with respect to Tradeout Agreements for the sale of time for goods or services assumed by STG, if at the Effective Time, the Sioux City Stations have an aggregate negative barter balance (i.e., the amount by which the value of air time to be provided by the Stations on or after the Effective Time exceeds the fair market value of corresponding goods and services to be received on or after the Effective Time), there shall be no proration or adjustment, unless the aggregate negative barter balance of the Stations exceeds \$50,000, in which event such excess shall be treated as prepaid time sales of Sioux City, and adjusted for as a proration in STG's favor; provided, that, in determining barter balances, the value of air time shall be based upon Seller's rates as of the Effective Time, and corresponding goods and services shall include those to be received by the Sioux City Stations after the Effective Time plus those received by

the Sioux City Stations on or before the Effective Time to the extent conveyed by Sioux City to STG as part of the Purchased Assets; (ii) there shall be no proration under this Section 2.10 to the extent there is an aggregate positive barter balance with respect to Tradeout Agreements; and (iii) there shall be no proration under this Section 2.10 for Program Rights agreements except to the extent that any payments or performance due under such Program Rights agreements relate to a payment period that straddles the Effective Time. There shall also be a proration in STG's favor equal to the value of the commercial spots for Bonus Weight Advertising owed to advertisers as of the Effective Time. For purposes of this Section 2.10(b), commercial spots for Bonus Weight Advertising shall be valued at the Average Unit Rate realized by Seller in the applicable market for the twelve month period ended as of the most recent full calendar month prior to the Closing Date. "**Average Unit Rate**" is calculated as (a) the total booked net revenue for commercial spots in the foregoing 12-month period divided by (b) the total number of commercial spots booked (including in such number Bonus Weight Advertising spots granted in connection with such booked commercial spots) by third party advertising customers in such period.

(c) Accrued vacation and sick pay for Transferred Employees associated with the Sioux City Stations shall be included in the prorations.

(d) At least three (3) Business Days prior to the Closing Date, Seller shall provide STG with a good faith estimate of the prorations contemplated by this Section 2.10 (the "**Estimated Settlement Statement**"). Any payment required to be made by either Party pursuant to such preliminary estimate shall be made by the appropriate Party at the Closing in accordance therewith, absent manifest error. Seller will afford STG reasonable access to all records and work papers used in preparing the Estimated Settlement Statement, and STG shall notify Seller of any good faith disagreement with such calculation within two (2) Business Days of receiving the Estimated Settlement Statement. At the Closing, (i) STG shall be required to pay to Seller the amount equal to the Estimated Adjustment if the Estimated Adjustment is a positive number or (ii) Seller shall be required to pay to STG the amount equal to the Estimated Adjustment if the Estimated Adjustment is a negative number. Such amounts shall constitute adjustments to the Initial Purchase Price.

(e) Within forty-five (45) days after the Closing Date, STG shall prepare and deliver to Seller a proposed proration of assets and liabilities in the manner described in this Section 2.10 (the "**Settlement Statement**") setting forth the Seller Prorated Amount and the STG Prorated Amount, together with a schedule setting forth, in reasonable detail, the components thereof.

(f) Seller shall provide reasonable access to such employees, books, records, financial statements, and its independent auditors as STG reasonably believes is necessary or desirable in connection with its preparation of the Settlement Statement.

(g) During the 45-day period following the receipt of the Settlement Statement, Seller and its independent auditors shall be permitted to review and make copies reasonably required of (i) the financial statements relating to the Settlement Statement, (ii) the working papers relating to the Settlement Statement, (iii) the books and records relating to the

Settlement Statement and, (iv) any supporting schedules, analyses and other documentation relating to the Settlement Statement.

(h) The Settlement Statement shall become final and binding (the “**Final Settlement Statement**”) upon the Parties on the 45th day following delivery thereof, unless Seller gives written notice of its disagreement with the Settlement Statement (the “**Notice of Disagreement**”) to STG prior to such date. The Notice of Disagreement shall specify in reasonable detail the nature of any disagreement so asserted. If a Notice of Disagreement is given to STG in the period specified, then the Final Settlement Statement (as revised in accordance with clause (i) or (ii) below) shall become final and binding upon the Parties on the earlier of (i) the date STG and Seller resolve in writing any differences they have with respect to the matters specified in the Notice of Disagreement or (ii) the date any disputed matters are finally resolved in writing by the Accounting Firm.

(i) Within ten (10) Business Days after the Final Settlement Statement becomes final and binding upon the Parties, (i) STG shall cause STG to pay to Seller the amount, if any, by which the Final Adjustment is higher than the Estimated Adjustment or (ii) Seller shall be required to pay to STG the amount, if any, by which the Estimated Adjustment is higher than the Final Adjustment, as the case may be. All payments made pursuant to this Section 2.10(i) must be made via wire transfer in immediately available funds to an account designated by the recipient Party, together with interest thereon at the Prime Rate as in effect from time to time from the Effective Time to the date of actual payment.

(j) Notwithstanding the foregoing, in the event that Seller delivers a Notice of Disagreement, Seller or STG shall be required to make a payment of any undisputed amount to the other regardless of the resolution of the disputed items contained in the Notice of Disagreement. Seller or STG shall cause STG, as applicable, within ten (10) Business Days of the receipt of the Notice of Disagreement to make payment to the other by wire transfer in immediately available funds of such undisputed amount owed by Seller or STG to the other, as the case may be, together with interest thereon, calculated as described above.

(k) During the 20-day period following the delivery of a Notice of Disagreement to STG that complies with the preceding paragraphs, STG and Seller shall seek in good faith to resolve in writing any differences they may have with respect to the matters specified in the Notice of Disagreement. During such period (i) STG and its independent auditors, at STG’s sole cost and expense, shall be, and Seller and its independent auditors, at Seller’s sole cost and expense, shall be, in each case permitted to review and make copies reasonably required of (w) the financial statements of the Sioux City Business, in the case of STG, and STG, in the case of Seller, relating to the Notice of Disagreement, (x) the working papers of Seller, in the case of STG, and STG, in the case of Seller, and such other Party’s auditors, if any, relating to the Notice of Disagreement, (y) the books and records of Seller, in the case of STG, and STG, in the case of Seller, relating to the Notice of Disagreement, and (z) any supporting schedules, analyses and documentation relating to the Notice of Disagreement; and (ii) Seller, in the case of STG, and STG, in the case of Seller, shall provide reasonable access, upon reasonable advance notice and during normal business hours, to such employees of such other Party and such other Party’s independent auditors, as such first Party reasonably believes is

necessary or desirable in connection with its review of the Notice of Disagreement, such access not to unreasonably interfere with the business of the Party providing such access.

(l) If, at the end of such 20-day period, STG and Seller have not resolved such differences, STG and Seller shall submit to the Accounting Firm for review and resolution any and all matters that remain in dispute and that were properly included in the Notice of Disagreement. Within thirty (30) days after selection of the Accounting Firm, STG and Seller shall submit their respective positions to the Accounting Firm, in writing, together with any other materials relied upon in support of their respective positions. STG and Seller shall use commercially reasonable efforts to cause the Accounting Firm to render a decision resolving the matters in dispute within thirty (30) days following the submission of such materials to the Accounting Firm. STG and Seller agree that judgment may be entered upon the determination of the Accounting Firm in any court having jurisdiction over the Party against which such determination is to be enforced. If an Accounting Firm is engaged pursuant to this Section 2.10, the parties shall execute an engagement letter with such Accounting Firm on customary terms, which shall include, without limitation, the fees and expenses payable by, and any indemnification liability of, the parties to the Accounting Firm. Except as specified in the following sentence, the cost of any arbitration (including the fees and expenses of the Accounting Firm) pursuant to this Section 2.10 shall be borne by STG and Seller in inverse proportion as they may prevail on matters resolved by the Accounting Firm, which proportional allocations shall also be determined by the Accounting Firm at the time the determination of the Accounting Firm is rendered on the matters submitted. The fees and expenses (if any) of STG's independent auditors and attorneys incurred in connection with the review of the Notice of Disagreement shall be borne by STG, and the fees and expenses (if any) of Seller's independent auditors and attorneys incurred in connection with their review of the Settlement Statement shall be borne by Seller.

For Tax purposes, the Final Purchase Price shall reflect all adjustments to the Initial Purchase Price resulting made pursuant to this Section 2.10.

**Section 2.11 Closing.** The closing of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Lowenstein Sandler LLP at 1251 Avenue of the Americas, 17<sup>th</sup> Floor, New York, New York 10020 no later than the fifth (5<sup>th</sup>) business day after the date of the later to occur of (i) the date that the FCC Consent shall have been granted and shall be in full force and effect and (ii) the HSR Clearance (if applicable), as notified by Seller to STG, subject to the satisfaction or waiver of the conditions to Closing set forth herein (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time), or at such other time or on such other date or at such other location as is mutually agreed by STG and Seller. The date on which the Closing occurs pursuant to this Section 2.11 is referred to herein as the "**Closing Date**". For the avoidance of doubt, the purchase by STG of the Interests shall occur at the Closing immediately prior to the purchase by STG of the Purchased Assets and the assumption by STG of the Assumed Liabilities will occur simultaneously with the purchase by STG of the Purchased Assets at the Closing.

(a) At the Closing, STG shall deliver to Seller:

- (i) the certificate described in Section 10.02(a);
  - (ii) the documents described in Section 10.02(b);
  - (iii) the Initial Purchase Price in accordance with Section 2.07 by wire transfer of immediately available federal funds;
  - (iv) a duly executed Assignment for the FCC Licenses relating to KPTH(TV), substantially in the form of Exhibit D (the “**FCC Licenses Assignment**”), executed by STG; and
  - (v) a duly executed Option Agreement Assignment and Assumption Agreement, executed by STG;
  - (vi) intentionally omitted;
  - (vii) a duly executed Indemnity Escrow Agreement, executed by STG and the Escrow Agent;
  - (viii) duly executed LLC Operating Agreement Assignments and Amendments, executed by STG; and
  - (ix) such other documents and instruments as Seller shall reasonably determine to be necessary to sell the Interests to STG and to sell the Purchased Assets to STG and for STG to assume the Assumed Liabilities.
- (b) At the Closing, TTGB or Sioux City shall deliver, or cause to be delivered, to STG:
- (i) the certificate described in Section 10.03(a) from the appropriate Seller Entity;
  - (ii) the documents described in Section 10.03(b) from the appropriate Seller Entity;
  - (iii) a duly executed bill of sale, substantially in the form of Exhibit G, from Sioux City (the “**Bill of Sale**”);
  - (iv) a duly executed FCC Licenses Assignment, executed by KPTH License Sub;
  - (v) a duly executed assignment of Intangible Property, substantially in the form of Exhibit H (the “**Assignment of Intangible Property**”) from Sioux City, if any owned and registered Intangible Property (other than domain names) is included in the Purchased Assets;
  - (vi) a duly executed special warranty deed for each Owned Real Property, if any, from Sioux City;

(vii) duly executed LLC Operating Agreement Assignments and Amendments;

(viii) a duly executed Indemnity Escrow Agreement, executed by Seller and the Escrow Agent;

(ix) certificates representing the Interests, accompanied by stock powers duly endorsed in blank, sufficient to convey and transfer to STG title to the Interests free and clear of all Liens;

(x) written resignations and releases substantially in the form of Exhibit I from each of the officers of Omaha and Fresno;

(xi) a duly executed Option Agreement Assignment and Assumption Agreement, executed by Sioux City; and

(xii) such other documents and instruments as STG shall reasonably determine to be necessary for STG to acquire the Interests, STG to acquire the Purchased Assets, and STG to assume the Assumed Liabilities.

(c) TTBG or Sioux City, on the one hand, and STG, on the other hand, shall enter into and deliver to each other:

(i) a duly executed Assignment and Assumption Agreement, substantially in the form of Exhibit J (the “**Contract Assignment and Assumption Agreement**”);

(ii) a duly executed Assignment and Assumption Agreement for the Real Property Leases (the “**Lease Assignment and Assumption Agreement**”), substantially in the form of Exhibit K, from Seller, or, in the event that necessary Consents to assignment have not been obtained prior to the Closing, appropriate subleases, occupancy or use agreements pursuant to Section 2.06 hereof; and

(iii) joint written instructions of STG and TTBG to the Escrow Agent instructing the Escrow Agent to release the Security Deposit to the Seller.

**Section 2.12 Multi-Station Contracts.** Disclosure Schedule Section 2.12 includes a list, as of the date hereof, of each Contract which has rights or obligations affecting the Stations, on the one hand, and Other Seller Stations, on the other hand (a “**Multi-Station Contract**”) which taking into account the application thereof and the rights and obligations attributable solely to the Stations would be required to be listed on Disclosure Schedule Section 3.05(a) (each, a “**Material Multi-Station Contract**”, and collectively, the “**Material Multi-Station Contracts**”). The rights and obligations under each such Multi-Station Contract that are assigned to and assumed by STG (and included in the Purchased Assets and Assumed Liabilities, as the case may be) or to which Omaha or Fresno is a party shall include only those rights and obligations under such Multi-Station Contract to the extent that they are applicable to the Stations. Subject to the provisions of this Section 2.12, the Purchased Assets shall include those rights to the extent relating to the Business which are attributable to the period on and after the

Effective Time under a Multi-Station Contract, subject to the terms and conditions of such Multi-Station Contract (such rights, the “**Multi-Station Contract Rights**”), and the Assumed Liabilities shall include those obligations to the extent relating to the Business which are attributable to the period on and after the Effective Time under a Multi-Station Contract, subject to the terms and conditions of such Multi-Station Contract or to the extent taken into account in the prorations under Section 2.10 (such obligations, the “**Multi-Station Contract Obligations**”). All rights and obligations which arise under a Multi-Station Contract other than the Multi-Station Contract Rights and the Multi-Station Contract Obligations shall, in all cases, be included in the Excluded Assets and the Excluded Liabilities, as applicable. For purposes of determining the scope of the Multi-Station Contract Rights and the Multi-Station Contract Obligations, the rights and obligations under each Multi-Station Contract shall be equitably allocated among (1) the Stations, on the one hand, and (2) the Other Seller Stations, on the other hand, in accordance with the following equitable allocation principles:

- (a) any allocation set forth in the Multi-Station Contract shall control;
- (b) if there is no allocation in the Multi-Station Contract as described in clause (a) hereof, then any reasonable allocation previously made by Seller or its Affiliates in the ordinary course of business and disclosed on Disclosure Schedule Section 2.12(b) shall control;
- (c) if there is no reasonable allocation as described in clause (b) hereof, then the quantifiable proportionate benefits and obligations to be received and performed, as the case may be, by Seller and STG after the Effective Time (to be determined by mutual good faith agreement of Seller and STG) shall control; and
- (d) if there are no quantifiable proportionate benefits and obligations as described in clause (c) hereof, then reasonable accommodation (to be determined by mutual good faith agreement of Seller and STG) shall control.

Subject to any applicable third-party Consents, such allocation and assignment with respect to any Multi-Station Contract shall be effectuated, at the election of Seller, by termination of such Multi-Station Contract in its entirety with respect to the Stations and the execution of new contracts with respect to the Stations or by an assignment to and assumption by STG of the related Multi-Station Contract Rights and the Multi-Station Contract Obligations under such Multi-Station Contract. The parties shall use commercially reasonable efforts to obtain any such new contracts or assignments to, and assumptions by, STG in accordance with this Section 2.12 and Section 2.06; *provided, that*, completion of documentation of any such allocation under this Section 2.12 is not a condition to Closing unless such Multi-Station Contract is listed on and disclosed on Disclosure Schedule Section 10.03(c)-1.

Notwithstanding anything to the contrary set forth in this Agreement, if any Multi-Station Contract includes any group discounts or similar benefits that are not assignable to STG, then STG’s allocated portion of such Multi-Station Contract will not include or reflect such terms.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES OF SELLER**

Each Seller Entity jointly and severally represents and warrants to STG as set forth in this Article III. Except with respect to the representation set forth in the first sentence of Section 3.21, all representations made herein with respect to Mitts, Waitt and the assets, liabilities, rights and obligations within the control of Mitts or Waitt are made to the Knowledge of Seller notwithstanding the lack of any such qualification in any such representation.

**Section 3.01. Corporate Existence and Power.** Each Seller Entity, Omaha and Fresno is duly organized, validly existing and in good standing under the laws of the state of its organization, as applicable. Each Seller Entity, Omaha and Fresno is qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except where the failure to so qualify would not reasonably be expected to have a Material Adverse Effect. Each Seller Entity, Omaha and Fresno (as applicable) has the requisite power and authority to own and operate the Business as currently operated.

**Section 3.02. Corporate Authorization; Voting Requirements.**

(a) The execution and delivery by each Seller Entity of this Agreement and the Ancillary Agreements (to which such Seller Entity is or will be a party), the performance by such Seller Entity of its obligations hereunder and thereunder and the consummation by such Seller Entity of the transactions contemplated hereby and thereby are within such Seller Entity's limited liability company powers, and have been duly authorized and approved by the management board of such Seller Entity, and no other limited liability company action on the part of such Seller Entity is necessary to authorize and approve the execution, delivery and performance by such Seller Entity of this Agreement and the Ancillary Agreements (to which such Seller Entity is or will be a party) and the consummation by such Seller Entity of the transactions contemplated hereby and thereby.

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

**Section 3.03. Governmental Authorization.** The execution, delivery and performance by each Seller Entity of this Agreement and by each Seller Entity of each Ancillary Agreement to which such Person is or will be a party and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with or notification to, any Governmental Authority other than (a) compliance with any applicable requirements of the HSR

Act and (b) compliance with the Communications Laws and with the rules and regulations of the FCC.

**Section 3.04. Noncontravention.** Except as disclosed in Disclosure Schedule Section 3.04, the execution, delivery and performance by each Seller Entity of this Agreement and of each Ancillary Agreement to which such Seller Entity is or will be a party and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with the organizational documents of such Seller Entity; (b) assuming compliance with the matters referred to in Section 3.03, conflict with or violate in any material respect any material Law or Governmental Order applicable to such Seller Entity, any of the Purchased Assets, or the assets of Omaha or Fresno; (c) require any consent or other action by or notification to any Person under, constitute a material default under, give to any Person any rights of termination, amendment, acceleration, cancellation of any material right or obligation of such Person under, any provision of any Material Assumed Contract; or (d) result in the creation or imposition of any material Lien (except for Permitted Liens) on any of the Interests, Purchased Assets, or the assets of Omaha or Fresno.

**Section 3.05. Contracts.**

(a) Disclosure Schedule Section 3.05(a) sets forth all of the following Contracts (other than Contracts which are Excluded Assets and the Multi-Station Contracts) to which TTBG or any of the Companies is a party that are used primarily with respect to the Stations as of the date hereof (each a “**Material Assumed Contract**”):

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

(ii) any Contract relating to Program Rights other than any such Contract that involves payments of less than \$20,000 in any twelve (12) month period and less than \$40,000 in total payments;

(iii) any Contract involving the purchase or sale of Real Property that has not closed as of the date hereof;

(iv) any Contract entered into after January 1, 2012 relating to the acquisition or disposition of any material portion of the Business (whether by merger, sale of stock, sale of assets or otherwise);

(v) any Contract involving construction, architecture, engineering or other agreements relating to uncompleted construction projects, in each case that involve payments in excess of \$100,000;

(vi) any mortgage, pledge or security agreement, deed of trust or other instrument granting a Lien (other than Permitted Liens) upon any assets of the Companies used in the Business, other than those that will be paid off at the Closing;

(vii) any Contract involving a partnership, joint venture or similar agreement with another party;

(viii) any Contract involving base compensation to any Employee, or independent contractor or consultant engaged to perform services to the Business in excess of \$50,000 per year (*provided, however*, that for purposes of this Section 3.05(a)(viii), the term Contract shall not include at-will Contracts or Contracts that can be terminated upon thirty (30) days' notice or less without penalty or additional payment);

(ix) any Contract involving any labor agreement or collective bargaining agreement of TTBG or the Companies;

(x) any Contract that contains a covenant restricting the ability of the Companies to compete in any business or with any Person or in any geographic area in which the Stations operate (provided, however, that for purposes of this Section 3.05(a)(x), the term Contract shall, with respect to Real Property, only mean Real Property Leases);

(xi) any Contract with any Affiliate or Subsidiary of any Seller Entity, Fresno or Omaha;

(xii) any Contract that is a local marketing agreement, time brokerage agreement, joint sales agreement or similar agreement;

(xiii) any Contract with a Governmental Authority (other than ordinary course Contracts with Governmental Authorities as a customer) which imposes any material obligation or restriction on the Companies;

(xiv) any Contract pursuant to which any Indebtedness (except for Indebtedness that will be paid off at or before the Closing) for borrowed money of the Companies is outstanding or may be incurred or pursuant to any of the Companies has guaranteed any Indebtedness for borrowed money of any other Person (excluding trade payables arising in the ordinary course of business);

(xv) any Contract relating to the non-broadcast use of the Stations' digital bit stream; and

(xvi) all other Contracts (including all programming contracts) that involve the cash payment or potential cash payment, pursuant to the terms of any such Contract, by or to any of the Companies of more than \$100,000 per year that cannot be terminated within one hundred and eighty (180) days after giving notice of termination without resulting in any material cost or penalty to any of the Companies.

(b) None of the Companies and, to the Knowledge of Seller, no other party, is in material breach or default under any Material Assumed Contract or Material Multi-Station Contract.

(c) Each Material Assumed Contract and Material Multi-Station Contract is in full force and effect. Each Material Assumed Contract and Material Multi-Station Contract constitutes a legal, valid and binding obligation of one of the Companies and, to the Knowledge of Seller, of each other party thereto (except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other Laws from time to time in effect relating to the enforcement of creditors' rights and remedies generally and general principles of equity).

(d) Disclosure Schedule Section 3.05(d) sets forth all of the Contracts to which either of the Option Parties is a party.

**Section 3.06. Intangible Property.** All material Copyrights, Trademarks and domain names owned by, or registered to, TTBG or the Companies used in connection with the Business are described, listed or set forth on Disclosure Schedule Section 3.06(a). Except as set forth on Disclosure Schedule Section 3.06(b), neither Seller, Omaha nor Fresno has received notice of any material claims, demands or proceedings pending by any third party challenging any of the Companies' right to use any of the Intangible Property or that any Intangible Property or any services provided by any of the Companies conflict with, infringe or otherwise violate the material intellectual property rights of third parties. Except as set forth on Disclosure Schedule Section 3.06(c), as of the date hereof, the Purchased Assets and the assets of Omaha or Fresno include all material Intangible Property, including rights in and to call letters used in the operation of the TTBG Stations and, to Seller's Knowledge, no third party has materially infringed or is materially infringing on any of the Intangible Property. Neither Seller, Omaha nor Fresno has received any written notice that any of the owned Intangible Property used primarily in the Business is the subject of an outstanding judicial or administrative finding, opinion or office action materially restricting the use thereof by any of the Companies or has been adjudged invalid, unenforceable or unregistrable in whole or in part.

**Section 3.07. Real Property.**

(a) The Seller, Omaha or Fresno have valid, fee simple title, free and clear of all Liens other than Permitted Liens, to the owned Real Property identified in Disclosure Schedule Section 3.07(a)-1, if any, which constitutes each parcel of real property which is owned by Seller, Omaha or Fresno (as applicable) and used primarily in connection with the operation of the Stations (the "**Owned Real Property**") and the legal description of such property and a description of the primary use of the such property. Disclosure Schedule Section 3.07(a)-2 includes a list of each lease, sublease, license, or similar agreement (including any and all assignments, amendments, and other modifications of such leases, subleases, licenses and other occupancy agreements) pertaining to the use or occupancy of the Real Property in which the Seller, Omaha or Fresno has an interest as a tenant, licensee, subtenant or sub-licensee (such leases, subleases, licenses or similar agreements with current monthly payments in excess of \$1,000, "**Real Property Leases**"), and the address of the leased Real Property and a description of the primary use of the such property. Except as set forth on Disclosure Schedule Section 3.07(a)-3, the Seller, Fresno or Omaha has a valid leasehold interest in, or a valid license to occupy, the Real Property conveyed by the Real Property Leases as of the date of this Agreement. The Real Property includes sufficient access to the TTBG Stations' facilities. Except as set forth on Disclosure Schedule Section 3.07(a)-4, neither Seller, Fresno nor Omaha (i) has

received notice of any material violation of material Law affecting the Owned Real Property, if any, or the Real Property Leases or Seller's, Fresno's or Omaha's (as applicable) use thereof, (ii) is in material default under any Lease or Real Property Lease, (iii) within the past two (2) years, has received notice of material default under or termination of any Leases or Real Property Leases and (iv) has Knowledge of any current material default by any third party under any Lease or Real Property Lease. Seller has made available to STG true and correct copies of the Leases and Real Property Leases, together with all amendments thereto.

(b) Within the past two (2) years, neither Seller, Fresno nor Omaha has received written notice of any existing plan or study by any Governmental Authority or by any other Person that challenges or otherwise adversely affects the continuation of the use or operation of any Owned Real Property or Real Property Leases and Seller has no Knowledge of any such plan or study with respect to which it has not received written notice. Except as set forth in the Leases, to the Knowledge of Seller, there is no Person in possession of any Owned Real Property other than Seller, Fresno or Omaha. Except as identified in Disclosure Schedule Section 3.07(b), no Person has any right to acquire the interests in any of the Owned Real Property.

(c) Except as disclosed on Disclosure Schedule Section 3.07(c) and Disclosure Schedule Section 3.17(b), with respect to the Owned Real Property and real Property Leases, if any, all material improvements, installations, equipment and facilities utilized in connection with the business of each applicable Station, including material studios, towers and transmission equipment, are (i) located entirely on the Owned Real Property or Real Property subject to the Real Property Leases, (ii) maintained on the Owned Real Property or Real Property subject to the Real Property Leases in compliance in all material respects with all applicable material Laws or Permits, and (iii) in normal operating condition and repair in all material respects for the uses for which they are currently employed (normal wear and tear excepted).

(d) Disclosure Schedule Section 3.07(d) includes a list of all Leases.

(e) Except as disclosed on Disclosure Schedule Section 3.07(e), to the Knowledge of Seller, the Owned Real Property, if any, is in material compliance with all applicable material building, zoning, subdivision, health and safety and other land use Laws, including The Americans with Disabilities Act of 1990, as amended.

(f) Except as disclosed on Disclosure Schedule Section 3.07(f), (i) each parcel of Owned Real Property, if any, has access (e.g. ingress and egress) to a public street adjoining such parcel of Owned Real Property, or has ingress and egress to a public street via Real Property Leases or easements, and (ii) such access is not dependent on any land or other real property interest which is not included in the Real Property.

(g) To the Knowledge of Seller, the current use and occupancy of the Owned Real Property, if any, and the operation of the Business as currently conducted thereon does not violate in any material respect any easement, covenant, condition, restriction or similar provision in any instrument of record or other unrecorded agreement affecting such Owned Real Property or the Companies' use and occupancy thereof.

(h) Disclosure Schedule Section 3.07(h)-1, lists the real property, if any, which is owned by each of the Option Parties (“**OP Owned Real Property**”) and the legal description of such property and a description of the primary use of such property. Disclosure Schedule Section 3.07(h)-2 includes a list of each lease, sublease, license, or similar agreement (including any and all assignments, amendments, and other modifications of such leases, subleases, licenses and other occupancy agreements) pertaining to the use or occupancy of real property in which either of the Option Parties has an interest as a tenant, licensee, subtenant or sub-licensee (“**OP Real Property Leases**”), and the address of the leased real property and a description of the primary use of the such property. Except as set forth on Disclosure Schedule Section 3.07(h)-3, the applicable of the Option Parties, has a valid leasehold interest in, or a valid license to occupy, the real property conveyed by the OP Real Property Leases set forth in Disclosure Schedule Section 3.07(h)-2 as of the date of this Agreement. The real property that is OP Owned Real Property or that is subject to the OP Real Property Leases includes sufficient access to the OP Stations’ facilities. Except as set forth on Disclosure Schedule Section 3.07(h)-4, neither Seller, Fresno nor Omaha has received notice of any material violation of material Law affecting the OP Owned Real Property, if any, or the OP Real Property Leases or Seller’s, Fresno’s or Omaha’s (as applicable) use thereof. To the Knowledge of Seller, the Option Parties (as applicable) (i) are not in material default under any OP Real Property Lease, (ii) within the past two (2) years, have not received notice of material default under or termination of any Leases or Real Property Leases and (iii) do not have knowledge of any current material default by any third party under any OP Real Property Lease. Seller has made available to STG true and correct copies of the Leases and Real Property Leases, together with all amendments thereto.

### **Section 3.08. Financial Information.**

(a) Except as set forth in Disclosure Schedule Section 3.08(a)-1, the unaudited financial statements from the Companies’ internal reporting system relating to the operation of the Stations in each Market as of the Balance Sheet Date and for the year ended December 31, 2012 (the “**Business Financial Statements**”), complete and correct copies of which are set forth in Disclosure Schedule Section 3.08(a)-2, were prepared in accordance with the books and records of the Companies and GAAP, consistently applied during the applicable periods and present fairly in all material respects the combined financial position of the Business as of the Balance Sheet Date, and the combined results of their operations for the year ended December 31, 2012 (except as may be indicated in the notes thereto), subject to the absence of statements of cash flows, other comprehensive income (loss), stockholders’ equity (deficiency), and footnotes, for the periods covered by the Business Financial Statements. The costs and expenses of corporate services performed for the Business and internally allocated in the ordinary course of business by Seller and its Subsidiaries, and the amounts so allocated for the periods specified, are set forth in Disclosure Schedule Section 3.08(a).

(b) Except as set forth on Disclosure Schedule Section 3.08(b), there are no liabilities of the Companies that relate to the Business or to which the Purchased Assets or the assets of Omaha or Fresno would be subject which would be required to be reflected or reserved against on a combined balance sheet of the Business prepared in accordance with GAAP or the notes thereto, except liabilities (i) reflected or reserved against on the Business Financial Statements, (ii) incurred after the Balance Sheet Date in the ordinary course of

business, (iii) that are Excluded Liabilities, (iv) liabilities to be performed after the date hereof pursuant to the Assumed Contracts or (v) liabilities incurred pursuant to this Agreement.

**Section 3.09. Absence of Certain Changes or Events.**

(a) Except as disclosed in Disclosure Schedule Section 3.09(a), since the Balance Sheet Date, the Companies have operated the Stations in the ordinary course of business consistent with past practices.

(b) Since the Balance Sheet Date through the date hereof, and except as set forth in Disclosure Schedule Section 3.09(b) or as contemplated by this Agreement, there has not been in respect of the Business:

(i) any Material Adverse Effect;

(ii) any damage, destruction or loss, whether or not covered by insurance, with respect to any of its property and assets having a replacement cost of more than \$100,000 per Market;

(iii) (x) the entry into (including renewals or amendments to existing Assumed Contracts) or relinquishment of any individual Program Rights agreement with a term of one (1) year or more or that involves cash payments or cash receipts of \$50,000 or more per year, or (y) the entry into (including renewals or amendments to existing Assumed Contracts) of any other agreement or commitment (other than advertising sales contracts for cash only) with a term of one (1) year or more or that involves cash payments or cash receipts of \$50,000 or more per year, in the case of clause (x) or (y), other than agreements and commitments specifically contemplated by this Agreement;

(iv) any material change in the programming policies of the Stations other than KMEG(TV);

(v) the creation or other incurrence by Seller, Fresno or Omaha of any Lien on any Purchased Asset or the Interests other than Permitted Liens;

(vi) any (x) with respect to any Employee, or any director or individual who is an independent contractor of the Companies, establishment of any bonus, employment, consulting, severance, deferred compensation, retirement or other employee benefit plan, agreement, arrangement or program (or any amendment to any such existing plan, agreement, arrangement or program applicable to the Business), (y) grant of any severance or termination pay to any such Employee, director or independent contractor or (z) increase in the rate of compensation (including wages, employee benefits, salaries and bonuses) payable to any such Employee, director or independent contractor, except in each case, (A) as may be required by Law or existing Contracts or Employee Plans, (B) in the ordinary course of business consistent with past practices or (C) as would not impose on STG or the Companies any liability with respect thereto;

(vii) any labor dispute, other than routine individual grievances, or any activity or proceeding by a labor union or representative thereof to organize any Employees, or any lockouts, strikes, concerted work stoppages or slowdowns, or threats thereof by or with respect to any Employees;

(viii) any sale of Owned Real Property or other transfer, conveyance or termination of leasehold rights in, such Owned Real Property or Real Property Leases;

(ix) any change in any method of accounting or accounting practice by Seller except for any such change required by reason of a concurrent change in GAAP; or

(x) any agreement or commitment to do anything set forth in this Section 3.09(b).

**Section 3.10. Absence of Litigation.** Except as set forth on Disclosure Schedule Section 3.10, there is no material Action pending against or, to the Knowledge of Seller, threatened against or affecting TTBG, the Companies, any of the Stations, or the Interests, in each case that would be reasonably expected to restrain, enjoin or otherwise prevent the consummation of the transactions contemplated by this Agreement or the Ancillary Agreements or that would, as of the date of this Agreement, reasonably be expected to result in damages in excess of \$100,000. Except as set forth on Disclosure Schedule Section 3.10, there is no material Action pending against or, to the Knowledge of Seller, threatened against or affecting the Companies that would, as of the date of this Agreement, reasonably be expected to result in damages in excess of \$100,000.

**Section 3.11. Compliance with Laws.** Except as set forth in Disclosure Schedule Section 3.11 or Disclosure Schedule Section 3.12(c), none of the Stations is in material violation of, and, to the Knowledge of Seller, none of the Stations is under investigation with respect to and has not been threatened in writing to be charged with, any material violation of any material applicable Law or Governmental Order. The Companies hold all material licenses, franchises, permits, certificates, approvals and authorizations from Governmental Authorities necessary for the lawful conduct of the Stations (collectively, “**Permits**”), and all such Permits are valid and in full force and effect. Except as set forth in Disclosure Schedule Section 3.11, the Companies are in material compliance with the terms of such Permits.

**Section 3.12. FCC Matters; Qualifications.**

(a) Disclosure Schedule Section 3.12(a) contains a true and complete list of all TTBG FCC Licenses, and the FCC Licenses of the OP Stations, including antenna structure registrations of towers owned by the Companies. Seller has made available true, correct and complete copies of the FCC Licenses to STG, including any and all amendments and modifications thereto. The TTBG FCC Licenses are validly held by the TTBG FCC Licensees or the Option Parties, as applicable, and are in full force and effect. Except as set forth on Disclosure Schedule Section 3.12(a), the FCC Licenses have been issued for the full terms customarily issued to a broadcast television station in the state in which the Stations’ community

of license is located, and the FCC Licenses are not subject to any condition except for those conditions appearing on the face of the FCC Licenses and conditions applicable to broadcast television licenses generally or otherwise disclosed in Disclosure Schedule Sections 3.12(a)-(d).

(b) Except as set forth on Disclosure Schedule Section 3.12(b), neither Seller, Fresno, Omaha, nor the Option Parties have applications pending before the FCC relating to the operation of the Stations.

(c) Except as set forth on Disclosure Schedule Section 3.12(c), Seller, Fresno, Omaha the TTBG FCC Licensees, and the Option Parties, as the case may be, (i) have operated each Station in compliance with the Communications Laws and the FCC Licenses in all material respects, (ii) have timely filed all material registrations and reports required to have been filed with the FCC with respect to the Stations, (iii) have paid or caused to be paid all FCC regulatory fees due in respect of each Station, and (iv) have completed or caused to be completed the construction of all facilities or changes contemplated by any of the FCC Licenses or construction permits issued to the Stations. Except as set forth in Disclosure Schedule Section 3.12(c), there are no applications, petitions, proceedings, or other actions or, to the Knowledge of Seller, complaints or investigations, pending or, to the Knowledge of Seller, threatened before the FCC relating to the Stations, other than proceedings affecting broadcast television stations generally. Except as set forth on Disclosure Schedule Section 3.12(c), none of Seller, Fresno, Omaha, the TTBG FCC Licensees, Option Parties nor any of the Stations, has entered into a tolling agreement or otherwise waived any statute of limitations relating to the Stations during which the FCC may assess any fine or forfeiture or take any other action or agreed to any extension of time with respect to any FCC investigation or proceeding.

(d) The TTBG FCC Licensees are qualified under the Communications Laws to assign the TTBG FCC Licenses. To the Knowledge of Seller, and except as set forth on Disclosure Schedule Section 3.12(d), there is no fact or circumstance relating to the TTBG Stations or Seller or any of its Affiliates that would cause the FCC to deny the FCC Applications. Except as set forth on Disclosure Schedule Section 3.12(d-1), Seller has no reason to believe that the FCC Applications might be challenged or might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Seller's, Fresno's or Omaha's operation of the TTBG Stations, the TTBG FCC Licensees, Seller, Fresno, Omaha or any of their respective Subsidiaries. To the Knowledge of Seller, the Option Parties are qualified under the Communications Laws to assign the FCC Licenses of the OP Stations, as applicable. To the Knowledge of Seller, and except as set forth on Disclosure Schedule Section 3.12(d), there is no fact or circumstance relating to OP Stations or the Option Parties or any of its Affiliates that would cause the FCC to deny such assignment. To the Knowledge of Seller, except as set forth on Disclosure Schedule Section 3.12(d), Seller has no reason to believe that such assignment would be challenged or would not be granted by the FCC in the ordinary course due to any fact or circumstance relating to Option Parties, or Seller's, Fresno's, Omaha's or Option Parties' operation of the OP Stations.

### **Section 3.13. Cable and Satellite Matters.**

(a) Disclosure Schedule Section 3.13(a) contains a list of all retransmission consent or copyright indemnification agreements with MVPDs with more than

5,000 subscribers with respect to each TTBG Station as of the date of this Agreement. Except as set forth on Disclosure Schedule Section 3.13(a), Seller, Fresno, Omaha or the TTBG Stations have timely made retransmission consent elections and entered into retransmission consent agreements with respect to each MVPD with more than 7,000 subscribers in any of the Markets served by the TTBG Stations. Except as set forth on Disclosure Schedule Section 3.13(a), since July 31, 2011, no such MVPD has provided written notice to TTBG or the Companies of any signal quality issue or failed to respond to a request for carriage or to the Knowledge of Seller sought any form of relief from carriage of the TTBG Stations from the FCC. Except as set forth on Disclosure Schedule Section 3.13(a), since July 31, 2011, neither TTBG or any of the Companies has received any written notice of the intention of any headend with more than 1,500 subscribers covered by an MVPD in any of the TTBG Stations' Markets to delete a TTBG Station from carriage or to change a TTBG Station's channel position.

(b) Disclosure Schedule Section 3.13(b) contains a list as of the date hereof, including the channel position where known, of the MVPDs that, to the Knowledge of Seller, carry any Station outside such Station's Market.

(c) Disclosure Schedule Section 3.13(c) contains a list of all retransmission consent or copyright indemnification agreements of the Option Parties with MVPDs with more than 5,000 subscribers with respect to each of the OP Stations as of the date of this Agreement. Except as set forth on Disclosure Schedule Section 3.13(c), the OP Stations have timely made retransmission consent elections and entered into retransmission consent agreements with respect to each MVPD with more than 7,000 subscribers in any of the Markets served by the OP Stations. Except as set forth on Disclosure Schedule Section 3.13(c), since July 31, 2011, no such MVPD has provided written notice to Option Parties, TTBG or the Companies of any signal quality issue or failed to respond to a request for carriage or to the Knowledge of Seller sought any form of relief from carriage of the OP Stations from the FCC. Except as set forth on Disclosure Schedule Section 3.13(c), since July 31, 2011, neither TTBG or the Option Parties has received any written notice of the intention of any headend with more than 1,500 subscribers covered by an MVPD in any of the OP Stations' Markets to delete an OP Station from carriage or to change an OP Station's channel position.

(d) Disclosure Schedule Section 3.13(d) contains a list as of the date hereof, including the channel position where known, of the MVPDs that, to the Knowledge of Seller, carry any OP Station outside such OP Station's Market.

#### **Section 3.14. Employees; Labor Matters.**

(a) Seller has made available to STG a list, dated as of a date no earlier than five (5) days prior to the date of this Agreement, of all Employees, including the names, date of hire, current rate of compensation, employment status (i.e., active, disabled, on authorized leave and reason therefor), department, title, and whether full-time, part-time or per-diem. Such list, redacted to delete current rate of compensation and the reason for an employment status that is other than active status, is attached as Disclosure Schedule Section 3.14(a). Except for ordinary paid time-off, sick leave and vacation or as set forth on Disclosure

Schedule Section 3.14(a), as of the date hereof no Employee is on an authorized leave of absence, short or long term disability leave, military leave or layoff with recall rights.

(b) Except as set forth in Disclosure Schedule Section 3.14(b), none of the Companies are subject to or bound by any labor agreement or collective bargaining agreement relating to the Stations. To the Knowledge of Seller, there is no activity involving any Employee seeking to certify a collective bargaining unit or engaging in any other organizational activity.

(c) Except as set forth in Disclosure Schedule Section 3.14(c), (i) none of the Companies is engaged in any unfair labor practice that would reasonably be expected to have a Material Adverse Effect; (ii) there are no labor strikes, material labor disputes, concerted work stoppages or lockouts pending or, to the Knowledge of Seller, threatened with respect to the Employees; (iii) there are no grievances, complaints or other legal proceedings pending, or to the Knowledge of Seller, threatened, against the Companies in connection with the employment of their respective Employees, except that would not reasonably be expected to result in a material liability; and (iv) the Companies are in compliance with all applicable labor and employment laws in connection with the employment of their respective Employees, except for any failure to comply that would not reasonably be expected to result in a material liability.

(d) Seller has made available to STG a list, dated as of a date no earlier than five (5) days prior to the date of this Agreement, of all employees of the Option Parties related to the Stations, including the names, date of hire, current rate of compensation, employment status (i.e., active, disabled, on authorized leave and reason therefor), department, title, and whether full-time, part-time or per-diem. Such list, redacted to delete current rate of compensation and the reason for an employment status that is other than active status, is attached as Disclosure Schedule Section 3.14(d).

### **Section 3.15. Employee Benefit Plans.**

(a) Disclosure Schedule Section 3.15(a) identifies each material Employee Plan in existence immediately prior to the date of this Agreement. The Companies do not sponsor any Employee Plan other than bonus, commission or other compensation plans, programs or arrangements; vacation, holiday, leave and other paid time off policies; and the severance obligations (collectively, the “**Company Sponsored Plans**”) which are identified as such on Disclosure Schedule Section 3.15(a).

(b) Each Employee Plan that is intended to be qualified within the meaning of Section 401(a) of the Code has received a favorable determination letter as to its qualification, and nothing has occurred that could reasonably be expected to adversely affect such qualification.

### **Section 3.16. Environmental Matters.** Except as disclosed on Disclosure Schedule Section 3.16:

(a) no citation, written notice, request for information, order, complaint or penalty has been received, and, to the Knowledge of Seller, no Action has been brought by any Governmental Authority, in each case, alleging a material violation of, or

material liability under, any Environmental Laws for Releases at any Real Property owned, leased or operated by the Companies, except for those that have been fully and finally resolved with no continuing obligation on or to the Companies;

(b) the Companies hold all environmental permits, registrations or other authorizations necessary for the operation of the TTBG Stations to comply with applicable material Environmental Laws in all material respects and the Companies are in material compliance with the terms of such permits issued pursuant to Environmental Laws;

(c) the Companies are in compliance with Environmental Laws in all material respects, including those relating to generation, storage, treatment, recycling, removal, cleanup, transport or disposal of Hazardous Materials;

(d) to the Knowledge of Seller, there have been no Releases of Hazardous Materials at, from, to, on or under any Owned Real Property that give rise to any material affirmative reporting or cleanup obligation under Environmental Law; and

(e) to the Knowledge of Seller, there are no underground storage tanks at the Owned Real Property and none of the Companies utilize any underground storage tanks at the Real Property subject to the Real Property Leases.

**Section 3.17. Equipment.** Disclosure Schedule Section 3.17(a) lists all material items of Equipment owned or leased by the Companies included in the Business. Except as otherwise set forth in Disclosure Schedule Section 3.17(b), all such material items of Equipment are in normal operating condition and repair in all material respects for the uses to which they are currently employed (ordinary wear and tear excepted), and to the Knowledge of Seller, are free from material defects (patent or latent) and have been maintained in accordance with normal industry practice. The Companies own or lease all Equipment included in the Business, free and clear of all Liens, except Permitted Liens. No Person other than Seller, Omaha or Fresno has any rights to use any of the Equipment or other tangible personal property included in the Purchased Assets and the assets of Omaha or Fresno, whether by lease, sublease, license or other instrument, other than set forth on Disclosure Schedule Section 3.17(c). Disclosure Schedule Section 3.17(d) lists all material items of equipment owned or leased by either of the Option Parties used in the operation of the OP Stations. Except as otherwise set forth in Disclosure Schedule Section 3.17(e), all such material items of Equipment are in normal operating condition and repair in all material respects for the uses to which they are currently employed (ordinary wear and tear excepted), and to the Knowledge of Seller, are free from material defects (patent or latent) and have been maintained in accordance with normal industry practice.

**Section 3.18. Brokers.** Except for Houlihan Lokey, whose fees will be paid by TTBG, no broker, investment banker, financial advisor or other Person is entitled to any broker's, finder's, financial advisor's or similar fee or commission, or the reimbursement of expenses, in connection with the transactions contemplated hereby based upon arrangements made by or on behalf of TTBG or any of its Subsidiaries.

**Section 3.19. Taxes.**

(a) Seller has filed or caused to be filed on a timely basis, with the appropriate Governmental Authorities, all Income Tax Returns and all material other Tax Returns that were required to be filed (i) with respect to Omaha and Fresno, either separately or as a member of any affiliated group of entities of which it is a member, and (ii) that relate to the Purchased Assets or the Business, and all such Tax Returns are complete and correct in all material respects and prepared in substantial compliance with all applicable laws and regulations. All Taxes owed by Omaha or Fresno, or owed by Seller with respect to the Purchased Assets or the Business, have been timely paid (whether or not shown on any Tax Return and whether or not any Tax Return was required), except to the extent such Taxes are being contested upon audit by appropriate proceedings and which either (i) constitute Excluded Liabilities or (ii) are disclosed on Disclosure Schedule Section 3.19(a) and for which an adequate reserve has been booked. None of the Purchased Assets is subject to any lien in favor of the United States pursuant to Section 6321 of the Code for nonpayment of federal Taxes or any Tax lien in favor of any state or locality pursuant to any comparable provision of any state or local Law, or any other U.S. federal, state or local Tax Law under which transferee liability might be imposed upon STG as a buyer of such Purchased Assets.

(b) There are no Liens against the Interests or the assets of Omaha or Fresno or against the Purchased Assets in respect of any Taxes, other than with respect to Taxes not yet due and payable.

(c) Except as set forth on Disclosure Schedule Section 3.19(c), there are no material audits, examinations, suits, proceedings or investigations currently pending or threatened in writing by any Governmental Authority with respect to any Taxes relating to the Companies.

(d) Except as set forth on Disclosure Schedule Section 3.19(d), neither Seller, Omaha nor Fresno is the beneficiary of any extension of time within which to file any material Tax Return relating primarily to Omaha, Fresno or the Purchased Assets.

(e) Except as set forth on Disclosure Schedule Section 3.19(e), neither Seller, Omaha nor Fresno has waived any statute of limitations in respect of any material Taxes relating primarily to Omaha, Fresno, the Purchased Assets or the Business or agreed to any extension of time with respect to a material Tax assessment or deficiency which extension is currently in effect relating primarily to Omaha, Fresno, the Purchased Assets or the Business.

(f) As of the Closing, there will be no Tax sharing agreements or similar arrangements in effect with respect to or involving Omaha or Fresno (excluding this Agreement).

(g) Neither Omaha nor Fresno is a “United States real property holding corporation” within the meaning of Section 897(c)(2) of the Code.

(h) Neither Omaha nor Fresno is a party to any “reportable transaction” within the meaning of Treasury Regulation Section 1.6011-4(b).

(i) Seller has delivered to STG true and complete copies of all income Tax Returns of Omaha and Fresno for the tax years ended December 31, 2009, 2010 and 2011

and will deliver true and complete copies of all Income Tax Returns of the Companies for the tax year ended December 31, 2012 and any other income Tax Returns filed by or on behalf of Omaha and Fresno after the date hereof, within thirty (30) days after filing.

(j) Each of Omaha and Fresno has complied in all material respects with respect to (i) the withholding of all amounts required to have been withheld and paid in connection with any amounts paid or owing to any of its employees, agents, contractors, customers and nonresidents, and remitting such amounts to the proper agencies; and (ii) filing all federal, state, local and foreign returns and reports with respect to employee Income Tax withholding, social security, unemployment Taxes and premiums.

(k) No claim has ever been made by any taxing authority in any jurisdiction in which Omaha or Fresno does not file Tax Returns that Omaha or Fresno is or may be subject to taxation by that jurisdiction.

(l) With respect to each of Omaha and Fresno, (i) there is no agreement, or requirement, to make any adjustment under Section 481(a) of the Code by reason of a change in accounting method or otherwise for any taxable period (or portion thereof) ending after the Closing Date; (ii) no election has been made or is required to treat any of its assets as owned by another Person pursuant to the provisions of Section 168(f) of the Internal Revenue Code of 1954 or as tax-exempt bond financed property or tax-exempt use of property within the meaning of Section 168 of the Code; and (iii) it does not own any property that is subject to a “section 467 rental agreement” as defined in Section 467 of the Code.

(m) Omaha and Fresno have not been a member of an affiliated group filing a consolidated federal income Tax Return. Omaha and Fresno do not have any material liability for the Taxes of any Person (i) under Treasury regulation Section 1.1502-6 (or any similar provision of state, local or foreign law), (ii) as a transferee or successor, (iii) by contract, or (iv) otherwise.

(n) Neither Omaha nor Fresno will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion of any taxable period) after the Closing Date as a result of any (i) closing agreement as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. Tax law); (ii) installment sale or open transaction disposition occurring on or prior to the Closing Date; (iii) cash basis method of accounting or percentage of completion method of accounting; (iv) an election under Section 108(i) of the Code; (v) prepaid amount received on or prior to the Closing Date or (vi) intercompany transaction or excess loss account described in Treasury Regulations under Section 1502 of the Code (or any corresponding or similar provision of Tax law).

(o) Neither Omaha nor Fresno had or has distributed to its members stock or securities of a controlled corporation, nor have equity interests of Omaha and Fresno been distributed, in a transaction to which Section 355 of the Code applies (i) in the two years prior to the date of this Agreement or (ii) in a distribution that could otherwise constitute part of a “plan” or “series of related transactions” (within the meaning of Section 355(e) of the Code)

that includes the transactions contemplated by this Agreement. Neither Omaha nor Fresno has participated in any transaction intended to be governed by Section 361 of the Code.

(p) Except as set forth in Disclosure Schedule Section 3.19(p), neither Omaha nor Fresno (i) is a party to any joint venture, partnership, or other arrangement that is treated as a partnership for federal income Tax purposes, (ii) is a stockholder of a “controlled foreign corporation” as defined in Section 957 of the Code (or any similar provision of state, local or foreign law) or (iii) is a stockholder in a “passive foreign investment company” within the meaning of Section 1297 of the Code.

(q) Omaha and Fresno do not have and have not had a permanent establishment in any foreign country as defined in any applicable Tax treaty or convention between the United States and such foreign country.

**Section 3.20. Assets.**

(a) The Purchased Assets include all assets that are owned, leased or licensed by Sioux City and primarily used or primarily held for use in the operation of the Sioux City Business in all material respects as currently operated, except for the Excluded Assets.

(b) Disclosure Schedule Section 3.20(b) lists or describes all real and personal, tangible and intangible assets of the Companies and their respective Affiliates that are used in connection with the operation of the Stations but are not used primarily in connection with the operation of the Stations.

(c) Omaha owns good and marketable title to or has valid leasehold interests in all of the assets used in the operation of KPTM(TV), free and clear of all Liens except for Permitted Liens.

(d) Fresno owns good and marketable title to or has valid leasehold interests in all of the assets used in the operation of KMPH(TV) and KFRE(TV), free and clear of all Liens except for Permitted Liens.

(e) Mitts owns good and marketable title to or has valid leasehold interests in all of the assets used in the operation of KXVO(TV), free and clear of all Liens except for Permitted Liens.

(f) Waitt owns good and marketable title to or has valid leasehold interests in all of the assets used in the operation of KMEG(TV), free and clear of all Liens except for Permitted Liens.

**Section 3.21. Option Agreements.** Seller has delivered to STG a true and complete copy of the Option Agreements, which agreements are in full force and effect and constitute legal, valid and binding agreements of Omaha and Sioux City and Mitts or Waitt, as applicable. The representations and warranties of Mitts and Waitt pursuant to the Option Agreements, the attachments thereto, and related agreements are true and accurate as of the date hereof. To Seller’s Knowledge, there has not been a breach under the Option Agreements, TBA or SSA that has (i) a Material Adverse Effect on the Companies, (ii) a material adverse effect on STG’s, or

its assignee's, ability to exercise the Option Agreements after the Closing or (iii) a material adverse effect on STG's rights or obligations under or pursuant to the Option Agreements, TBA and SSA after the Closing as compared to the rights or obligations under or pursuant to the Option Agreements, TBA and SSA of TTBG or the Companies, as applicable, as of the date of this Agreement.

**Section 3.22. Capitalization of Omaha and Fresno.** The Interests constitutes all of the issued and outstanding equity interests of Omaha and Fresno. Seller owns all of the Interests, beneficially and of record, free and clear of all Liens (other than Liens specified in clause (h) of the definition of Permitted Liens), except as disclosed on Disclosure Schedule Section 3.22. Except for this Agreement and as disclosed in Disclosure Schedule Section 3.22, there are no outstanding subscriptions, options, warrants conversion rights, rights of exchange or other agreements providing for the purchase, issuance or sale of any interest in Omaha or Fresno. There are no voting trusts, proxies or other agreements or understandings with respect to the voting or transfer of the Interests. Omaha and Fresno do not have any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) which constitute indebtedness for borrowed money, intercompany indebtedness or an obligation to any Affiliate which will not be satisfied at Closing by Seller, Omaha or Fresno and shall provide STG with a copy of proof of such satisfaction.

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES OF STG**

STG represents and warrants to Seller as follows:

**Section 4.01. Existence and Power.** STG is a corporation duly formed, validly existing and in good standing under the Laws of the State of Maryland and has all requisite corporate power and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted. STG is duly qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified could not reasonably be expected to have, individually or in the aggregate, a material adverse effect on STG or on STG's ability to timely perform its obligations under this Agreement or the Ancillary Agreements to which it will be a party.

**Section 4.02. Authorization.**

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

(b) This Agreement has been, and each Ancillary Agreement (to which STG is or will be a party) will be, duly executed and delivered by STG. This Agreement (assuming due authorization, execution and delivery by Seller) constitutes, and each Ancillary Agreement (to which STG is or will be a party) will constitute when executed and delivered by STG, the legal, valid and binding obligation of STG, enforceable against STG, in accordance

with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or other similar Laws affecting or relating to enforcement of creditors' rights generally and general principles of equity (regardless of whether enforcement is considered in a proceeding at law or in equity).

**Section 4.03. Governmental Authorization.** The execution, delivery and performance by STG of this Agreement and each Ancillary Agreement and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with or notification to, any Governmental Authority other than (a) compliance with any applicable requirements of the HSR Act and (b) compliance with the Communications Laws.

**Section 4.04. Noncontravention.** The execution, delivery and performance of this Agreement by STG and each Ancillary Agreement to which STG will be a party and the consummation of the transactions contemplated hereby and thereby do not and will not (a) violate or conflict with the organizational documents of STG, (b) assuming compliance with the matters referred to in Section 4.03, conflict with or violate any Law or Governmental Order applicable to STG, (c) require any consent or other action by or notification to any Person under, constitute a default under, or give to any Person any rights of termination, amendment, acceleration or cancellation of any right or obligation of STG or to a loss of any benefit to which STG is entitled under, any provision of any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other agreement or instrument to which STG is a party or by which any of STG's assets is or may be bound or (d) result in the creation or imposition of any Lien (except for Permitted Liens) on any asset of STG, except, in the cases of clauses (b), (c) and (d), for any such violations, consents, actions, defaults, rights or losses as have not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on STG or on STG's ability to timely perform its obligations under this Agreement or the Ancillary Agreements.

**Section 4.05. Absence of Litigation.** There are no Actions pending against or, to STG's knowledge, threatened against STG before any Governmental Authority that in any manner challenges or seeks to prevent, enjoin, alter or delay materially the transactions contemplated by this Agreement.

**Section 4.06. FCC Qualifications.** Except as set forth on Disclosure Schedule Section 4.06, STG is legally, financially and otherwise qualified under the Communications Laws (as in effect on the date hereof) to acquire (through the purchase of the Interests) the TTBG FCC Licenses and own and operate the TTBG Stations. Except as set forth on Disclosure Schedule Section 4.06, there are no facts known to STG, after due inquiry, that would disqualify STG as the assignee of the TTBG FCC Licenses or as owner and operator of the TTBG Stations, and no waiver or exemption, whether temporary or permanent of the Communications Laws is necessary for the FCC Consent to be obtained. As of the date hereof, STG has not received notice from any Person set forth on Disclosure Schedule Section 4.06 that such Person intends to challenge or seeks to prevent, enjoin, alter or delay the transactions contemplated by this Agreement. Except as set forth on Disclosure Schedule Section 4.06, STG has no reason to believe, after due inquiry, that the FCC Applications might be challenged or might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to STG or any of its Affiliates or any of their respective officers, directors, shareholder, members or partners.

No waiver of or exemption, whether temporary or permanent, from any provision of the Communications Laws is necessary for the FCC Consent to be obtained.

**Section 4.07. Brokers.** Except as set forth on Disclosure Schedule Section 4.07, there is no broker, finder, investment banker or other intermediary that has been retained by or is authorized to act on behalf of STG who or that might be entitled to any fee or commission from either STG or any of its Affiliates upon consummation of the transactions contemplated by this Agreement and the Ancillary Agreements for which Seller could become liable.

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

**Section 4.09. Projections and Other Information.** STG acknowledges that, with respect to any projections, forecasts, business plans, budget information and similar documentation or information relating to Seller, the Business, the Purchased Assets, the Assumed Liabilities, the Interests or the Companies that STG has received from Seller or any of its Affiliates, (a) there are uncertainties inherent in attempting to make such projections, forecasts, plans and budgets, (b) STG is familiar with such uncertainties, (c) STG is taking full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts, plans and budgets so furnished to it, and (d) STG does not have, and will not assert, any claim against Seller or any of its directors, officers, employees, Affiliates or representatives, or hold Seller or any such persons liable, with respect thereto. STG represents that neither of Seller nor any of its Affiliates nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Seller, the Business, the Purchased Assets, the Assumed Liabilities, the Interests or the Companies, or the transactions contemplated by this Agreement, not expressly set forth in this Agreement, and neither Seller nor any of its Affiliates or any other Person will have or be subject to any liability to STG or any other Person resulting from the distribution to STG or its representatives or STG's use of, any such information, including any confidential memoranda distributed on behalf of Seller relating to Seller or other publications or data room information provided to STG or its representatives, or any other document or information in any form provided to STG or its representatives in connection with the sale of the Purchased Assets and the Interests and the transactions contemplated hereby. Notwithstanding anything herein to the contrary, nothing in this Section 4.09 will in any way limit STG's rights (including under Section 10.03(a) and Article XII) with respect to representations and warranties of Seller explicitly included herein.

**Section 4.10. Solvency.** STG is not entering into the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors. Immediately after giving effect to all of the transactions contemplated hereby, including the payment of the Final Purchase Price and payment of all related fees and expenses, STG and/or its Affiliates will be Solvent. For purposes of this Section 4.10, the term “**Solvent**” with respect to any Person means that, as of any date of determination, (a) the amount of the fair saleable value of the assets of such Person exceeds, as of such date, the value of all liabilities of such Person, including contingent and other liabilities, as of such date, as such quoted terms are generally determined in

accordance with the applicable federal Laws governing determinations of the solvency of debtors, (b) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the business in which they are engaged or proposed to be engaged following such date and (c) such Person will be able to pay its liabilities, including contingent and other liabilities, as they mature. For purposes of this definition, “not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged” means that the Person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet their obligations as they become due.

**Section 4.11. Investment.** STG is acquiring the Interests for its own account and for investment purposes and not with a view to the distribution thereof. STG acknowledges that none of the Interests have been registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or any state securities law, the Interests must be held indefinitely, and STG must bear the economic risk of its investment in the Interests, until and unless the offer and sale of the Interests is subsequently registered under the Securities Act and all applicable state securities laws or an exemption from such registration is applicable. STG has such knowledge, sophistication and experience in business and financial matters that it is capable of evaluating an investment in the Interests, and STG can bear the economic risk of an investment in the Interests and can afford a complete loss of such investment.

## **ARTICLE V COVENANTS OF SELLER**

**Section 5.01. Operations Pending Closing.** Except (i) as contemplated, permitted or required by this Agreement, (ii) as set forth on Disclosure Schedule Section 5.01, (iii) as required by applicable Law or by a Governmental Authority of competent jurisdiction, or (iv) with the prior written consent of STG, which consent may not be unreasonably withheld, delayed or conditioned in the case of clauses (d), (g), (h), (i), (l), (m) (n), (o), (p), (q) or, as it relates to the foregoing, (u), and may otherwise be withheld in STG’s sole discretion, and subject to the provisions of Section 7.03 regarding control of each Station, from and after the date of this Agreement until the Closing, with respect to the Business, the Interests and the Stations, as applicable, Seller shall, and Seller shall cause Omaha and Fresno to:

(a) operate the Business in compliance in all material respects with the Communications Laws, the FCC Licenses and all applicable Laws;

(b) not cause or permit, or agree or commit to cause or permit, by act or failure to act, any of the FCC Licenses to expire or to be revoked, suspended or adversely modified, or take or fail to take any action that would cause the FCC or any other Governmental Authority to institute proceedings for the suspension, revocation or adverse modification of any of the FCC Licenses listed on Disclosure Schedule Section 3.12(a);

(c) not sell, lease, license or otherwise dispose of or encumber the Interests, any of the assets of Omaha or Fresno, or any of the Purchased Assets, except (i) pursuant to or in accordance with existing Contracts set forth on Disclosure Schedule Section

3.05(a) or Disclosure Schedule Section 5.01(c) or (ii) immaterial assets in the ordinary course of business consistent with past practices;

(d) except as set forth on Disclosure Schedule Section 5.01(d), operate the Business in the ordinary course consistent with past practices (except where such conduct would conflict with the following covenants or with Seller's other obligations under this Agreement) and use commercially reasonable efforts to preserve substantially intact the relationships of Seller, Omaha and Fresno with their respective customers, suppliers, licensors, licensees, distributors and others with whom Seller, Omaha or Fresno deals;

(e) not make any change in any method of accounting or accounting practice utilized in the preparation of the Business Financial Statements, except for any such change required by reason of a concurrent change in GAAP;

(f) maintain the Equipment in normal operating condition in conformity in all material respects with all applicable FCC technical regulations, ordinary wear and tear excepted;

(g) (i) not materially increase the rate of, or prepay, compensation (including wages, salaries and bonuses) or severance that is paid or payable to any Employee, except (A) in the ordinary course of business consistent with past practices or pursuant to existing compensation and fringe benefit plans, Employee Plans, practices and arrangements, (B) as may be required by Law or existing Contracts, or (C) as would not impose upon STG or the Companies any liability with respect thereto; (ii) not enter into, renew or allow the renewal of or entering into, any employment or consulting or agreement or other contract or arrangement with respect to the performance of personal services for the Stations that is not terminable at will, except in the ordinary course of business consistent with past practice or would not impose upon STG or the Companies any liability with respect thereto; (iii) except as required by law or by non-discretionary plans and policies of the Companies (but, in the case of such non-discretionary plans and policies, only if there is prior written notice to Buyer and Buyer's agreement, not to be unreasonably withheld, that such requirement exists) and excluding ordinary paid time off, sick leave and vacation, not allow or authorize any Employee to go on an authorized leave of absence, short or long term disability leave, military leave or layoff with recall rights, and (iv) not agree or commit to do any of the foregoing;

(h) except as set forth on Disclosure Schedule Section 5.01(h), not enter into, or become obligated under, any agreement or commitment, except for: (x) any individual Program Rights agreement with a term of one (1) year or less or that involves cash payments or cash receipts of \$100,000 or less after the Closing; *provided, however*, that in no event may the Companies enter into Program Rights agreements that in the aggregate involve cash payments or cash receipts of \$320,000 or more after the Closing; and (y) any other agreement or commitment (other than advertising sales contracts for cash only) with a term of one (1) year or less or that involve cash payments or cash receipts of \$320,000 or less per year after the Closing; *provided, however*, that in no event may the Companies enter into such other agreements or commitments that in the aggregate involve cash payments or cash receipts of \$200,000 or more after the Closing; and (z) any exercise of a renewal option under a Lease or

Real Property Lease that would otherwise terminate or expire, or where the deadline to exercise such renewal option would lapse, within one (1) year of the anticipated date of Closing;

(i) not enter into or agree or commit to enter into any new Tradeout Agreement relating to a specific Station with a value in excess of \$40,000 per Station, and, \$215,000 in the aggregate for all such new Tradeout Agreements, prior to the Closing that will not be fully performed prior to the Closing or (B) make any guarantee of commercial ratings other than in the ordinary course of business consistent with past practice;

(j) utilize the Program Rights only in the ordinary course of business consistent with past practices and not sell or otherwise dispose of any such Program Rights;

(k) promptly notify STG of any attempted or actual collective bargaining organizing activity with respect to the applicable Employees that Seller has Knowledge of;

(l) except as set forth on Disclosure Schedule Section 5.01(1), not make or agree or commit to make any capital expenditure greater than \$40,000 in connection with any particular project relating to a Station, or greater than \$200,000 in total per Station;

(m) keep in full force and effect insurance comparable in amount and scope of coverage to that now maintained;

(n) not enter into any arrangement or Contract with any Subsidiary or Affiliate of Seller that survives the Closing;

(o) not enter into or become obligated under any new Contract which would be required to be listed on Disclosure Schedule Section 3.05(a) by virtue of Section 3.05(a) hereof or amend, modify, terminate or waive any material right under any Assumed Contract (including any Lease, Real Property Lease or employment Contract), other than as expressly permitted hereunder or as set forth in Section 5.01(h);

(p) not extend credit to advertisers other than in accordance with the Business' usual and customary policy with respect to extending credit for the sale of broadcast time and collecting accounts receivable;

(q) promote the programming of the Stations (both on-air and using third party media) in a manner generally consistent with historical practice;

(r) except as set forth in Disclosure Schedule Section 5.01(r), timely make retransmission consent elections with all MVPDs located in or serving the Stations' Markets;

(s) not sell, transfer or assign the Interests or permit to exist any Lien upon the Interests (other than Permitted Liens), or issue, sell or grant any subscription, option, warrant, conversion right, or right of exchange or other agreement providing for the purchase, issuance or sale of any equity interest in Omaha or Fresno;

(t) Except as expressly provided in Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c), not permit Omaha or Fresno to change any election, change an annual accounting period, adopt or change any accounting method, file any amended Tax Return, enter into any closing agreement, settle any Tax claim or assessment, surrender any right to claim a refund of Taxes, consent to any extension or waiver of the limitation period applicable to any Tax claim or assessment, make any election under Section 336(e) of the Code, or take any other similar action, or omit to take any action relating to the filing of any Tax Return or the payment of any Tax, if such election, adoption, change, amendment, agreement, settlement, surrender, consent or other action or omission would have the effect of increasing the present or future Tax liability or decreasing any present or future Tax benefit of Omaha or Fresno; and

(u) not agree or commit, whether in writing or otherwise, to take any of the actions specified in the foregoing clauses.

Notwithstanding anything set forth in this Agreement, including, without limitation, this Section 5.01, to the contrary, between the date hereof and the Closing Date, Seller and its Affiliates may continue their account-clearing practices whereby the Companies transfer all Cash and Cash Equivalents from their respective accounts to accounts of TTBG.

**Section 5.02. Access to Information.**

(a) Subject to applicable Laws relating to the exchange of information, between the date of this Agreement and the Closing Date, upon reasonable advance notice, Seller shall (i) give STG, its counsel, financial advisors, auditors and other authorized representatives reasonable access during normal business hours to Seller's key employees (including the president, the chief financial officer, chief engineer and business manager (or persons holding similar positions) of TTBG and with respect to each Station, and the offices, properties, books and records maintained by the Companies that are related to the operation of each Station, including reasonable access reasonably necessary to allow STG to implement payroll, benefits, financial reporting, accounts receivable, accounts payable and similar functions immediately after Closing, and to conduct Phase I Environmental Site Assessments of the properties; *provided*, STG and its representatives may not conduct any environmental sampling or other intrusive investigation unless permitted by Seller in its sole discretion, (ii) as promptly as practicable after the end of each month after the date of this Agreement, furnish to STG (A) a monthly balance sheet relating to the operation of the Stations in each Market (without any allocations or adjustments reflected on the balance sheets included in the Business Financial Statements) and the related statement of operations and (B) monthly profit and loss statements for each of the Stations and (iii) instruct its key employees, counsel and financial advisors of Seller to cooperate with STG in its activities and access pursuant to this Section 5.02(a); *provided, however*, that STG's access pursuant to (i) shall be with Seller's prior written consent (not to be unreasonably withheld or delayed) and Seller shall have the right to have a representative of Seller present at all times. All such requests for access shall be directed to Seller's chief financial officer or his designee. STG's activities and access pursuant to this Section 5.02(a) shall be conducted in such manner as not to unreasonably interfere with the conduct of the Business or any of the businesses or operations of Seller or any of its Affiliates. Seller shall not be obligated to provide such access or information if Seller determines, in its

reasonable judgment, that doing so would violate applicable Law, jeopardize the protection of an attorney-client privilege or expose Seller or its Subsidiaries to liability for disclosure of personal information. Until the Closing, the information provided will be subject to the terms of the Confidentiality Agreement and, without limiting the generality of the foregoing, STG shall not, and shall cause its representatives not to, use such information for any purpose unrelated to the consummation of the transactions contemplated hereby.

(b) For a period of one (1) year after the Closing Date, Seller and its Affiliates will hold, and will use their commercially reasonable efforts to cause their respective officers, directors, employees, accountants, counsel, consultants, advisors and agents to hold, in confidence, unless compelled to disclose by judicial or administrative process or by other requirements of Law, all confidential documents and information concerning the Stations and the Business.

(c) On and after the Closing Date, Seller will promptly afford to STG and its agents reasonable access to its books of account, financial and other records (including accountant's work papers), information, employees and auditors to the extent necessary for STG in connection with any audit, investigation, dispute or litigation or any other reasonable business purpose relating to the Stations; *provided, however*, that any such access by STG shall not unreasonably interfere with the conduct of the businesses or operations of Seller, Omaha, Fresno or any of their respective Affiliates and Seller shall have the right to have a representative of Seller present at all times.

(d) After the Closing, STG shall cooperate with Seller and Seller's representatives in the investigation, defense or prosecution of any action which is pending or threatened against Seller, the Companies, their respective Affiliates, Mitts or Waitt, whether or not any party has notified the other of a claim for indemnification with respect to such matter. Without limiting the generality of the foregoing, STG shall make available its employees to give depositions or testimony and shall preserve and furnish all documentary or other evidence that Seller or Seller's representatives may reasonably request.

(e) After the Closing, STG shall provide TTBG with reasonable access to one (or, if reasonably necessary to respond to TTBG, more than one) employee of STG, under the supervision of STG, to the extent reasonably needed by TTBG to wind-down TTBG Sioux City OpCo, LLC.

(f) Immediately after the date of this Agreement, TTBG shall allow STG to (i) visit and inspect TTBG's traffic hub and (ii) interview all employees of TTBG's traffic hub.

**Section 5.03. Title Commitments; Surveys.** STG, at its sole cost and expense, shall obtain from a national title insurance company, within sixty (60) days of the date of this Agreement, title commitments for owner's and lender's title insurance policies on (i) the Owned Real Property, if any, and (ii) Seller's leasehold interest in the parcels of Real Property that are leased and identified on Disclosure Schedule Section 5.03 (the "**Priority Leased Sites**") sufficient in form to allow STG to obtain, at STG's sole cost and expense, a standard form of, (a)

commitments for owner's and lender's title insurance policies on the Owned Real Property and commitments for lessee's and lender's title insurance policies for the Priority Leased Sites (collectively the "**Title Commitments**"), and (b) an ALTA survey on each parcel of Owned Real Property and the Priority Leased Sites (the "**Surveys**"). The Title Commitments will evidence a commitment to issue an ALTA title insurance policy insuring good, marketable and indefeasible fee simple (or leasehold, if applicable) title to each parcel of the Owned Real Property and Priority Leased Sites, subject to Permitted Liens and the Assumed Liabilities, for such amount as STG reasonably directs. Seller shall reasonably cooperate with STG in obtaining such Title Commitments and Surveys, *provided* that, neither TTBG nor the Companies shall be required to incur any cost, expense or other liability in connection therewith. If the Title Commitments or Surveys reveal any Lien on the title other than Assumed Liabilities or Permitted Liens, STG shall notify Seller in writing of such Liens as soon as STG becomes aware that such Lien is not an Assumed Liability or Permitted Lien, and Seller agrees to use commercially reasonable efforts prior to Closing to remove such Lien as required pursuant to the terms of this Agreement; *provided, however*, with respect to the Priority Leased Sites, Seller shall have no obligation to undertake to remove any Lien encumbering the fee interest to any Priority Leased Site nor shall Seller have any obligation to obtain any subordination agreement or other instrument from the holder of any such liens. Notwithstanding anything to the contrary contained herein, neither TTBG nor any of the Companies shall be required to deliver any instrument or affidavit to the extent such instrument or affidavit would expand the representations and warranties of Seller in Section 3.07 hereof or its obligations, if any, to indemnify the STG Indemnified Parties for a breach of such representations or warranties pursuant to this Agreement, and any exceptions resulting therefrom in the Title Commitments shall not constitute or be deemed a failure by Seller to satisfy its obligations under this Section 5.03 with respect to the deliverable condition of the Title Commitments.

**Section 5.04. Risk of Loss.** Seller shall bear the risk of casualty loss or damage to any of the Purchased Assets and any of the assets of Omaha or Fresno prior to the Effective Time, and STG shall bear such risk on and after the Effective Time. In the event of any casualty loss or damage to the Purchased Assets and the assets of Omaha or Fresno between the date of this Agreement and the Effective Time, Seller shall use commercially reasonable efforts to repair or replace (as appropriate under the circumstances) any lost or damaged Purchased Asset other than any such Purchased Asset which was obsolete and unnecessary for the continued operation of the Stations consistent with the Companies past practice and the FCC Licenses (a "**Damaged Asset**"). If Seller is unable to repair or replace a Damaged Asset by the Effective Time, the Parties shall proceed to Closing, and Seller shall reimburse STG for all reasonable out-of-pocket costs incurred by STG in repairing or replacing the Damaged Assets or assign to STG the applicable portion of any insurance proceeds not previously expended by TTBG or the Companies to repair or replace the Damaged Asset after the Effective Time. The Disclosure Schedules shall be deemed modified to reflect any Damaged Asset for which Seller makes or is obligated to make a payment or which is replaced by Seller pursuant to this Section 5.04 and such Damaged Asset shall not be taken into account in determining if the conditions set forth in Section 10.03 have been satisfied.

**Section 5.05. No Negotiation.** Until such time as this Agreement shall be terminated pursuant to Section 11.01, Seller and its directors, officers, investment bankers and agents, shall cease any discussions or negotiations with, and shall not, directly or indirectly, solicit, initiate,

encourage or entertain any inquiries or proposals from, discuss or negotiate with, provide any nonpublic information to or consider the merits of any inquiries or proposals from any Person (other than STG) relating to any business combination transaction involving the Purchased Assets, the Interests or the Stations (other than in the ordinary course of business or as provided by this Agreement); provided, however, that this Section 5.05 will cease to apply in the event that (a) without limiting any rights or obligations of the Parties hereunder, STG determines in good faith that any further reasonable efforts of STG requested by Seller to prosecute the FCC Applications pursuant to Section 7.01(b) should not be made, (b) Seller determines in good faith that the FCC Consent is not likely to be granted or (c) Seller determines in good faith that any other condition to the Closing in Article X is not likely to be satisfied (other than as a result of Seller's breach). Seller shall notify STG of any such inquiry or proposal within twenty-four (24) hours of receipt or awareness of the same by Seller. For the avoidance of doubt, STG acknowledges that this Section 5.05 does not apply to any potential transaction involving the Other Seller Stations, or Seller or its Subsidiaries or their assets on a pro forma basis after giving effect to the consummation of the transactions contemplated by this Agreement.

**Section 5.06. No-Hire.** During the period beginning on the date hereof and ending on the first (1st) anniversary of the Closing Date, Seller will not, and Seller will cause each of its Subsidiaries (collectively with Seller, the "**Seller Prohibited Entities**") not to, directly or indirectly, solicit to employ or hire any Employee who is contemplated to be or is a Transferred Employee, unless STG first terminates the employment of such employee, such employee voluntarily terminates his or her employment with STG or its Affiliates without inducement by TTBG or the Companies or STG gives its written consent to such employment or offer of employment; provided, however, that such entities shall be permitted to make a general solicitation for employment not targeted to any Employee who is contemplated to be or is a Transferred Employee and shall not be prohibited from employing any such employee pursuant to such a general solicitation. The time period referred to in this Section 5.06 shall be tolled on a day-for-day basis for each day during which any Seller Prohibited Entity participates in any activity in violation of this Section 5.06 so that the Seller Prohibited Entities shall be restricted from engaging in the conduct referred to in this Section 5.06 of this Agreement for the full period contemplated hereby.

**Section 5.07. Financial Statements.** Seller shall provide reasonable assistance to STG in connection with the preparation and/or review of any financial statements of the Stations required by STG and related to the period prior to Closing. STG shall be responsible for any fees and expenses of any accounting firm or other third party in connection with the preparation of such financial statements. STG and Seller will, and STG shall cause STG to, reasonably cooperate with each other in connection with the preparation of the financial statements required pursuant to this Section 5.07. All such assistance and cooperation shall not unreasonably interfere with the business of TTBG, the Companies or the Other Seller Stations.

**Section 5.08. Steps.**

(a) If the Closing occurs on or before September 10, 2013, the Parties shall take the First Set of Steps.

(b) If the Closing does not occur on or before September 10, 2013, the Parties shall take the Second Set of Steps.

**Section 5.09. Excluded Assets.** Notwithstanding anything to the contrary contained herein, at the Closing, Omaha and Fresno shall assign, transfer, convey and deliver to TTBG or another designee of TTBG, and TTBG shall (or shall cause such designee to) acquire and accept from Omaha and Fresno, all right, title and interest of Omaha and Fresno in and to all of the Excluded Assets held by Omaha and Fresno.

**Section 5.10. Non-duplication Letters.** At Closing, Seller shall deliver to STG copies of (i) letters sent by the Companies to each MVPD with more than 5,000 subscribers in a Station's Market advising such MVPD of such Station's network non-duplication rights (such letters, "**Non-Duplication Notices**"), and (ii) proof of receipt of such Non-Duplication Notices, in each case to the extent in the Seller's or the Companies' possession as of the date hereof; provided, however, that Seller shall have no obligation to deliver any Non-Duplication Notice other than the most recent sent to any particular MVPD by the Companies with respect to a Station. If Seller or the Companies do not have in their possession as of the date hereof a Non-Duplication Notice relating to a Station with respect to a particular MVPD with more than 5,000 subscribers in a Station's Market, Seller shall use commercially reasonable efforts to obtain and deliver to STG at Closing (i) Non-Duplication Notice(s) to such MVPD(s) and (ii) proof of receipt of such Non-Duplication Notices by each such MVPD.

**Section 5.11. State Tax Returns.** Within sixty (60) days of the date hereof, upon prior consent from STG (which consent shall not be unreasonably withheld), Seller will file the following tax returns for all years with respect to which the statute of limitations is currently open: (a) Nebraska sales and use tax returns for Sioux City and (b) California limited liability company tax returns for Fresno.

## ARTICLE VI COVENANTS OF STG

**Section 6.01. Access to Information.** As soon as practicable after the Closing Date, upon reasonable notice, STG shall afford promptly to Seller and its agents reasonable access to the Companies' properties, books, records, employees and auditors to the extent necessary to permit Seller to determine any matter relating to its rights and obligations (or those of its Affiliates) hereunder or to any period ending on or before the Closing Date; *provided, however*, that Seller will hold, and will cause its agents to hold, in confidence, all confidential or proprietary information to which it has access to pursuant to this Section 6.01; *provided further, however*, that such access shall not unreasonably interfere with STG's business or operations.

**Section 6.02. Termination of Rights to the Names and Marks.** As soon as practicable after the Closing Date (and in any event within ninety (90) days thereafter), STG shall and shall cause each of its Affiliates to (a) cease and discontinue all uses of and (b) delete or remove the names and marks set forth on Disclosure Schedule Section 6.02 from all products, signage, vehicles, properties, technical information and promotional materials. STG, for itself and its

Affiliates, agrees that the rights of the Business to the names and marks set forth on Disclosure Schedule Section 6.02 pursuant to the terms of any agreements between Seller and its Affiliates, on the one hand, and the Stations, on the other, shall terminate on the Closing Date.

**Section 6.03. Insurance Policies.** All of the insurance policies with respect to the Stations and the Business shall be cancelled or terminated with respect to the Stations and the Business as of the Closing Date, and any refunded premiums shall be retained by, or transferred to, Seller. STG will be solely responsible for acquiring and placing its casualty insurance, business interruption insurance, liability insurance and other insurance policies for the Stations and the Business, including the Purchased Assets and Assumed Liabilities, for periods after the Closing.

## **ARTICLE VII COVENANTS OF STG AND SELLER**

### **Section 7.01. Governmental Consents.**

(a) Within seven calendar days after the date of this Agreement, STG and Seller shall jointly file applications with the FCC (collectively, the “**FCC Applications**”) requesting FCC consent with respect to the transfer of control or assignment of the TTBG FCC Licenses. STG and Seller shall diligently prosecute the FCC Applications and otherwise use their reasonable best efforts to obtain the FCC Consent as soon as possible; *provided, however*, except as provided in the following sentence, neither STG nor Seller nor any other Person shall be required to pay consideration to any third party to obtain FCC Consent. STG and Seller shall each pay one-half (1/2) of the FCC filing fees relating to the transactions contemplated hereby, irrespective of whether the transactions contemplated by this Agreement are consummated. STG 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 STG 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. Seller shall promptly enter into customary tolling or other arrangements if necessary and requested by the FCC to resolve any complaints with the FCC relating to any of the TTBG FCC Licenses. 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 11.01, STG and Seller shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the right of either Party to exercise its rights under Section 11.01.

(b) Intentionally omitted.

(c) Within twenty (20) Business Days after the date of this Agreement, STG and Seller shall, if required by law, make all required filings with the Federal Trade Commission (the “**FTC**”) and the United States Department of Justice (the “**DOJ**”) pursuant to the HSR Act, with respect to the transactions contemplated hereby (including a request for early termination of the waiting period thereunder), and shall thereafter promptly respond to all requests received from such agencies for additional information or documentation. Expiration or termination of any applicable waiting period under the HSR Act is referred to herein as the

“**HSR Clearance.**” Any filing fees payable under the HSR Act relating to the transactions contemplated hereby and any costs of experts jointly engaged by STG and Seller to assist in obtaining the HSR Clearance shall be borne one-half (1/2) by each of STG and Seller.

(d) The FCC Licenses of the TTBG Stations expire on the dates corresponding thereto as set forth in Disclosure Schedule Section 3.12(a). If, at any point prior to the Closing, an application for the renewal of any TTBG FCC License (a “**Renewal Application**”) must be filed pursuant to the Communications Laws, Seller shall timely execute, file and prosecute with the FCC such Renewal Application in accordance with this Section 7.01(d). If the FCC Applications are granted by the FCC subject to a renewal condition, then, without limitation of Sections 7.01(a), (b) or (e) the term “**FCC Consent**” shall be deemed to also include the satisfaction of such renewal condition. Subject to the indemnification obligations set forth in Section 12.03(a)(iii), to avoid disruption or delay in the processing of the FCC Applications or any portion thereof, STG agrees, as part of the FCC Applications, to request that the FCC apply, to the extent necessary and appropriate, its policy permitting the assignment of FCC licenses involving multiple stations to proceed, notwithstanding the pendency of one or more Renewal Applications (the “**FCC Renewal Policy**”). Subject to the indemnification obligations set forth in Section 12.03(a)(iii), STG shall make such representations and agree to such undertakings as are required to be made to invoke the FCC Renewal Policy, including undertakings to assume, as between the Parties and the FCC, the position of the applicant before the FCC with respect to any pending Renewal Application and to assume the corresponding regulatory risks relating to any such Renewal Application. STG acknowledges that, to the extent reasonably necessary to expedite grant by the FCC of any Renewal Application and thereby to facilitate grant of the FCC Applications, Seller and the Companies, without regard to the application of the FCC Renewal Policy, shall be permitted to enter into tolling, assignment and assumption or similar agreements with the FCC to extend the statute of limitations for the FCC to determine or impose a forfeiture penalty against the TTBG Stations in connection with (i) any pending complaints that the TTBG Stations aired programming that contained obscene, indecent or profane material, or (ii) any other enforcement matters against the TTBG Stations with respect to which the FCC may permit Seller or the Companies to enter into a tolling agreement; and, if and to the extent required by the FCC, STG agrees to become a party to and to execute such agreements subject to the indemnification obligation set forth in Section 12.03(a)(iii). STG and Seller shall consult in good faith with each other prior to Seller’s entering into any such tolling agreement under this Section 7.01(d) and Seller shall, and shall cause the Companies to, become a party to such agreements to the extent requested by the FCC in order to attempt to avoid the requirement that STG become a party to such agreements.

(e) In connection with their obligations pursuant to this Section 7.01 with respect to pursuing the FCC Consent and, if applicable, the HSR Clearance, STG and Seller shall (i) keep each other informed in all material respects and on a reasonably timely basis of any material communication received by such Party from, or given by such Party to, any governmental agency and of any material communication received or given in connection with any Action by a private party, in each case with respect to this Agreement, the Stations or the transactions contemplated hereby, (ii) notify each other of all documents filed with or received from any governmental agency with respect to this Agreement, the Stations or the transactions contemplated hereby, (iii) furnish each other with such information and assistance as the other

may reasonably request in connection with their preparation of any governmental filing hereunder and (iv) cooperate in all respects with each other in connection with any filing or submission by TTBG or any of the Companies with a governmental agency in connection with the transactions contemplated by this Agreement and in connection with any investigation or other inquiry by or before any governmental agency relating to this Agreement, the Stations or the transactions contemplated hereby, including any Action initiated by a private party. Subject to applicable laws relating to the exchange of information, each of STG and Seller shall have the right to review in advance, and to the extent practicable each will consult with the other on, all information relating to the other Party or Parties, as the case may be, and their respective Affiliates, that appears in any filing made with, or written materials submitted to, any third party and/or any governmental agency by TTBG, any of the Companies or STG with respect to this Agreement, the Stations or the transactions contemplated hereby.

**Section 7.02. Confidentiality.** TTBG and STG are parties to the Confidentiality Agreement with respect to the Companies and the Business. Without limiting the terms of the Confidentiality Agreement, subject to the requirements of applicable law, all non-public information regarding the Companies, Mitts, Waitt and their Affiliates and their business and properties that is disclosed in connection with the negotiation, preparation or performance of this Agreement (including, without limitation, all financial information provided by Seller to STG) shall be confidential and shall not be disclosed to any other Person, except STG's representatives and lenders for the purpose of consummating the transaction contemplated by this Agreement.

**Section 7.03. Control Prior to Closing.** The Parties acknowledge and agree that, for the purposes of the Communications Laws, this Agreement and, without limitation, the covenants in Article V, are not intended to and shall not be construed to transfer control of any Station or to give STG 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 any Station prior to the Closing Date, and the FCC Licensees shall have complete control and supervision of the programming, operations, policies and all other matters relating to each Station up to the time of the Closing.

**Section 7.04. Public Announcements.** Prior to the Closing, no Party shall, without the prior written consent of the other, issue any press release or make any other public announcement concerning the transactions contemplated by this Agreement, except to the extent that such Party is so obligated by law or any rule or regulation of any securities exchange upon which the securities of such Party are listed or traded, in which case such party shall give advance notice to the other, and except that the Parties shall cooperate to make a mutually agreeable announcement.

**Section 7.05. Notices of Certain Events.** From the date hereof until the earlier to occur of the Closing Date and such time as this Agreement is terminated in accordance with Article XI, Seller, on the one hand, and STG, on the other hand, shall each promptly notify the other of:

(a) any notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement;

(b) in the case of Seller, (i) the occurrence or non-occurrence of any event which, to Seller's Knowledge, has caused any representation or warranty made by it herein to be untrue or inaccurate in any material respect at any time on or after the date hereof and prior to the Closing and (ii) any material failure on the part of Seller to comply with or satisfy any covenant or agreement set forth herein to be complied with or satisfied by Seller hereunder on or after the date hereof and prior to the Closing; and

(c) in the case of STG, (i) the occurrence or non-occurrence of any event which, to its knowledge, has caused any representation or warranty made by it herein to be untrue or inaccurate, in any material respect, at any time on or after the date hereof and prior to the Closing and (ii) any material failure on the part of STG to comply with or satisfy any covenant, condition or agreement set forth herein to be complied with or satisfied by STG hereunder on or after the date hereof and prior to the Closing.

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

(a) Notwithstanding anything to the contrary contained in this Agreement, Seller and its Affiliates may retain and use, at their own expense, copies of all documents or materials transferred hereunder, in each case, which (i) are used in connection with the businesses of Seller or its Affiliates, other than the Business, (ii) Seller or any of its Affiliates in good faith determines it is reasonably likely to need access to in connection with the defense (or any counterclaim, cross-claim or similar claim in connection therewith) of any suit, claim, action, proceeding or investigation against or by Seller or any of its Affiliates pending or threatened as of the Closing Date, or (iii) Seller or any of its Affiliates in good faith determines it is reasonably likely to need access to in connection with any filing, report, or investigation to or by any Governmental Authority.

(b) Notwithstanding anything to the contrary contained in this Agreement, for a period of three (3) years after the Closing Date, Seller and its Subsidiaries shall maintain, and provide STG and its representatives reasonable access to, those records of Seller and its Subsidiaries insofar as they relate to the Purchased Assets that relate to periods prior to the consummation of the Closing, during normal business hours and on at least ten (10) Business Days' prior written notice (or such shorter time period as necessitated by the urgency of the underlying facts and circumstances). If Seller or any of its Subsidiaries shall desire to dispose of any of such books and records prior to the expiration of such three-year period in accordance with the record retention policies of Seller then in effect, Seller shall, prior to such disposal, give STG a reasonable opportunity, at STG's expense, to segregate and remove such books and records as STG may select, subject to destruction of correspondence and other similar documents in the ordinary course, in accordance with customary retention policies and applicable Law.

(c) Notwithstanding anything to the contrary contained in this Agreement, for a period of three (3) years after the Closing Date, STG shall cause Omaha and Fresno to maintain, and provide Seller and its representatives reasonable access to, those records of Omaha and Fresno and their Subsidiaries insofar as they relate to the business of Omaha and Fresno that relate to periods prior to the consummation of the Closing, during normal business hours and on at least ten (10) Business Days' prior written notice (or such shorter time period as necessitated by the urgency of the underlying facts and circumstances). If Omaha or Fresno shall

desire to dispose of any of such books and records prior to the expiration of such three-year period in accordance with the record retention policies of Omaha and Fresno then in effect, STG shall, prior to such disposal, cause Omaha and Fresno to provide Seller a reasonable opportunity, at Seller's expense, to segregate and remove such books and records as Seller may select, subject to destruction of correspondence and other similar documents in the ordinary course, in accordance with customary retention policies and applicable Law

**Section 7.07. Cooperation in Litigation.** STG and Seller shall (and shall cause their respective Subsidiaries to) reasonably cooperate with each other at the requesting Party's expense in the prosecution or defense of any claim, litigation or other proceeding arising from or related to the conduct of the Business and involving one or more third parties. The Party requesting such cooperation shall pay the reasonable out-of-pocket expenses (excluding internal costs) incurred in providing such cooperation (including reasonable legal fees and disbursements) by the Party providing such cooperation and by its Affiliates and its and their officers, directors, employees and agents.

## **ARTICLE VIII EMPLOYEE MATTERS**

### **Section 8.01. Employment; Service Credit; Participation and Severance.**

(a) Effective as of the Effective Time, STG shall offer employment to each Person (i) who (A) is now or, subject to Section 5.01 and Disclosure Schedule Section 3.09(B), shall become a Sioux City Employee, (B) is employed by Sioux City immediately prior to the Effective Time and (C) is listed on the list included as Disclosure Schedule Section 3.14(a) or as amended or entered into in accordance with Section 5.01(g), or (ii) who is hired after the date of such list with the prior written consent of STG (such consent not to be unreasonably withheld, conditioned or delayed). For the purposes hereof, all such Sioux City Employees who accept STG's offer of employment and commence employment with STG are hereinafter referred to collectively as the "**Transferred Employees.**" STG shall employ at-will those Transferred Employees who do not have Employment Agreements (as defined below) initially at a monetary compensation (consisting of base salary, commission rate and normal bonus opportunity) at least as favorable as those provided by Seller immediately prior to the Effective Time. STG shall assume all Employment Agreements with Transferred Employees and cause Omaha and Fresno to honor all Employment Agreements with all Employees who are not Sioux City Employees and, notwithstanding anything herein to the contrary, the liabilities or obligations thereunder arising prior to the Effective Time shall be treated as Excluded Liabilities or Pre-Existing Liabilities hereunder and none of the liabilities or obligations thereunder arising after the Effective Time shall be treated as Excluded Liabilities or Pre-Existing Liabilities hereunder.

(b) All Transferred Employees and, except for the Employees set forth on Disclosure Schedule Section 8.01(b), all Employees of Omaha and Fresno employed immediately prior to Effective Time who are listed on the list included as Disclosure Schedule Section 3.14(a) or as amended or entered into in accordance with Section 5.01(g), or who are hired after the date of such list with the prior written consent of STG (such consent not to be unreasonably withheld, conditioned or delayed) are collectively referred to as the "**Continuing**

**Employees”.** STG agrees to provide and cause Omaha and Fresno to provide each Continuing Employee, from and after the Effective Time and for so long as such Continuing Employee remains employed by STG or its Affiliates, with compensation that, in the aggregate, is no less favorable than the compensation provided to the Continuing Employees immediately prior to the Effective Time and employee benefits that are no less favorable to the employee benefits provided to similarly situated employees of STG; *provided, however*, that sales commissions and bonuses based on performance may be less to the extent of changes in performance after the Effective Time by such Continuing Employee, to the extent such sales commissions and bonuses are based thereon. To the extent permitted by Law, STG shall, and shall cause Fresno and Omaha to, give Continuing Employees full credit for purposes of eligibility waiting periods and vesting and benefit accrual (other than benefit accrual under a defined benefit pension plan) under the employee benefit plans and arrangements, vacation and leave policies and severance practices maintained by STG or its Affiliates in which such Continuing Employees participate for such Continuing Employees’ service with the Seller or its Affiliates or predecessors.

(c) Commencing on the Closing Date, the Continuing Employees shall cease to be eligible to participate in all Employee Plans (other than the Company Sponsored Plans, subject to Section 8.04). The Continuing Employees shall become active participants in the employee benefit plans and arrangements of STG and its Affiliates effective on the Closing Date. STG shall, to the extent necessary to give effect to the preceding sentence, amend STG’s and its Affiliates employee benefit plans and arrangements to add a special entry date so that the Continuing Employees shall be immediately eligible to participate in such plans and arrangements on the Closing Date.

(d) Without limiting the provisions of this Section 8.01, STG shall and shall cause Omaha and Fresno to provide severance benefits to the Continuing Employees on terms that are at least as favorable as those provided to similarly situated employees of STG.

**Section 8.02. Savings Plan.** STG (or its Affiliates) shall establish or designate a tax-qualified defined contribution plan (a “**STG’s 401(k) Plan**”) to accept rollover contributions from the Continuing Employees of any account balances distributed to them by the existing tax-qualified defined contribution plan established or designated by Seller (“**Seller’s 401 (k) Plan**”). STG shall, and shall cause Omaha and Fresno to, allow any such Continuing Employees’ outstanding plan loan to be rolled into STG’s 401(k) Plan. The distribution and rollover described herein shall comply with applicable Law, and each Party shall make all filings and take any actions required of such Party by applicable Law in connection therewith. STG and its Affiliates shall credit Continuing Employees with service credit for eligibility and vesting purposes for service recognized for the equivalent purposes under Seller’s 401(k) Plan.

**Section 8.03. Welfare Plans.** Seller shall retain responsibility for and continue to pay all medical, life insurance, disability and other welfare plan expenses and benefits for each Transferred Employee and Continuing Employee with respect to claims incurred under the terms of the Employee Plans by such Employees or their covered dependents prior to the Effective Time, subject to the terms and conditions of Seller’s welfare plans. Expenses and benefits with respect to claims incurred by Transferred Employees, Continuing Employees or their covered dependents on or after the Effective Time shall be the responsibility of STG, subject to the terms and conditions of STG’s welfare plans. With respect to any welfare benefit plans maintained by

STG or its Affiliates for the benefit of Continuing Employees on and after the Effective Time, to the extent permitted by law and Buyer's applicable insurance contracts, STG shall, and shall cause its Affiliates to, (a) cause there to be waived pre-existing condition limitations to the same extent satisfied under the corresponding Seller plan immediately prior to the Effective Time and (b) give effect, in determining any deductible and maximum out-of-pocket limitations, amounts paid by such Continuing Employees for the plan year in which the Closing occurs with respect to similar plans maintained by Seller.

**Section 8.04. Company Sponsored Plans and Accrued Vacation.** From and after the Effective Time, STG shall, and shall cause Omaha and Fresno to (i) either, (a) honor and assume all Company Sponsored Plans (other than vacation and sick leave policies, which are covered by (ii) and (iii) below) in accordance with their terms in effect on the date hereof or (b) replace such Company Sponsored Plans with corresponding employee benefit plans generally made available to STG's employees; provided, however, that Section 8.04(b) shall not apply to the extent STG has received a credit in the prorations for liabilities under the Company Sponsored Plans or such liabilities were included as current liabilities in the calculation of Net Working Capital, (ii) honor all rights of Continuing Employees to sick pay and, the extent included as current liabilities in the calculation of Net Working Capital, accrued vacation, and (iii) honor all rights of Transferred Employees to sick pay and, to the extent STG has received a credit in the prorations, accrued vacation (and, notwithstanding anything herein to the contrary, to the extent such items are required to be honored or assumed by STG, Omaha or Fresno pursuant to this Section 8.04, none of the liabilities or obligations with respect thereto shall be treated as Excluded Liabilities or Pre-Existing Liabilities hereunder). To the extent STG has received a credit in the prorations or it was included as current liabilities in the calculation of Net Working Capital (as applicable), STG shall permit Transferred Employees and Continuing Employees to use their vacation entitlement accrued as of the Closing Date in accordance with STG's policy for carrying over unused vacation, provided that all Transferred Employees and Continuing Employees shall receive credit for the term of their employment with Seller for purposes of determining eligibility for using vacation.

**Section 8.05. Flexible Spending Plan.** As of the Closing Date (the "**Transfer Date**"), Seller shall transfer from the Employee Plans that are medical and dependent care account plans (each, a "**Seller FSA Plan**") to one or more medical and dependent care account plans established or designated by STG (collectively, the "**STG FSA Plan**") the account balances (positive or negative) of Continuing Employees, and STG shall be responsible for the obligations of the Seller FSA Plans to provide benefits to the Continuing Employees with respect to such transferred account balances at or after the Transfer Date (whether or not such claims are incurred prior to, on or after the Transfer Date). Each Continuing Employee shall be permitted to continue to have payroll deductions made as most recently elected by him or her under the applicable Seller FSA Plan. As soon as reasonably practicable following the end of the plan year for the STG FSA Plan, including any grace period, STG shall promptly reimburse Seller for benefits paid by the Seller FSA Plans to any Continuing Employee prior to the Transfer Date to the extent in excess of the payroll deductions made in respect of such Continuing at or prior to the Transfer Date but only to the extent that such Continuing Employee contributes to the STG FSA Plan the amount of such deficiency. This Section 8.05 shall be interpreted and administered in a manner consistent with Rev. Rul. 2002-32.

**Section 8.06. WARN Act.** STG shall not and shall cause Omaha and Fresno not to take any action on or after the Closing Date that would cause any termination of employment of any employees by the Companies that occurs before the Closing to constitute a “plant closing” or “mass layoff” under the Worker Adjustment and Retraining Act of 1988, as amended (the “**WARN Act**”) or any similar state or local Law, or to create any liability to Seller for any employment terminations under applicable Law. STG shall assume all liabilities with respect to any amounts (including any severance, fines or penalties) payable under or pursuant to the WARN Act or any similar state or local Law in connection with events that occur from and after the Closing, and STG shall reimburse Seller for any such amounts or any liabilities thereof incurred by Seller.

**Section 8.07. No Further Rights.** Without limiting the generality of Section 13.08, nothing in this Article VIII, express or implied, is intended to confer on any Person (including any Continuing Employees and any current or former employees of Seller or the Companies) other than the Parties and their respective successors and assigns, any rights, benefits, remedies, obligations or liabilities under or by reason of this Article VIII.

**Section 8.08. Payroll Matter**

(a) Seller and STG shall follow the “standard procedures” for preparing and filing Internal Revenue Service Forms W-2 (Wage and Tax Statements), W-4 (Employee’s Withholding Allowance Certificate) and W-5 (Earned Income Credit Advance Payment Certificate), as described in Revenue Procedure 2004-53 for Transferred Employees; provided, that, if requested by STG in writing not less than ten (10) business days prior to the Closing Date, Seller shall use commercially reasonable efforts to apply the “alternate procedures” under Rev. Proc. 2004-53 with respect to the Transferred Employees.

(b) With respect to garnishments, tax levies, child support orders, and wage assignments in effect with Seller immediately prior to the Effective Time for Transferred Employees and with respect to which Seller has notified STG in writing, STG shall honor such payroll deduction authorizations with respect to Transferred Employees and will continue to make payroll deductions and payments to the authorized payee, as specified by a court or order which was filed with Seller on or before the Effective Time, to the extent such payroll deductions and payments are in compliance with applicable Law, and Seller will continue to make such payroll deductions and payments to authorized payees as required by Law with respect to all other employees of the Business who are not Transferred Employees or Continuing Employees. Seller shall, as soon as practicable after the Effective Time, provide STG with such information in the possession of Seller as may be reasonably requested by STG and necessary for STG to make the payroll deductions and payments to the authorized payee as required by this Section 8.08(b).

**ARTICLE IX  
TAX MATTERS**

**Section 9.01. Bulk Sales.** Seller and STG hereby waive compliance with the provisions of any applicable bulk sales law and no representations, warranty or covenant contained in this

Agreement shall be deemed to have been breached as a result of such noncompliance; *provided, however*, that, subject to Section 9.02, Seller shall be liable for any liability arising from such non-compliance solely in accordance with STG's right to indemnification in accordance with Article XII.

**Section 9.02. Transfer Taxes.** All Transfer Taxes arising out of or in connection with the transactions effected pursuant to this Agreement shall be shared equally by TTBG and STG. The Party that has the primary responsibility under applicable law for the payment of any particular Transfer Tax, shall prepare the relevant Tax Return and notify the other Party in writing of the Transfer Taxes shown on such Tax Return. Such other Party shall pay the Party that paid the Transfer Tax an amount equal to fifty percent (50%) of such Transfer Taxes in immediately available funds no later than the date that is the later of (i) five (5) Business Days after the date of such notice or (ii) two (2) Business Days prior to the due date for such Transfer Taxes. Seller and STG shall cooperate in the preparation, execution and filing of all Transfer Tax Returns and shall cooperate to seek and to secure any available exemptions from such Transfer Taxes.

**Section 9.03. FIRPTA Certificate.** Seller shall deliver to STG on the Closing Date, duly completed and executed certificates of non-foreign status pursuant to section 1.1445-2(b)(2) of the Treasury Regulations sufficient to exempt STG from the requirements of Code Section 1445(a). The sole remedy, including for purposes of Section 10.03 and Article XI or Article XII, for failure to provide any such certificate shall be to permit STG to make any withholding as required pursuant to Section 1445 of the Code.

**Section 9.04. Taxpayer Identification Numbers.** The taxpayer identification numbers of STG and Seller are set forth on Disclosure Schedule Section 9.04.

**Section 9.05. Taxes and Tax Returns.** Except as set forth in Section 9.06 (relating to the Interests), and subject to Section 2.09 and Section 2.10, (a) Seller shall be liable for payment of and shall prepare and properly file on a timely basis true, complete and accurate Tax Returns and other documentation for any and all Income Taxes incurred with respect to the Purchased Assets and the Business for any Pre-Closing Tax Period and (b) STG shall be liable for payment of and shall prepare and properly file on a timely basis true, complete and accurate Tax Returns and other documentation for any and all Taxes incurred with respect to the Purchased Assets and the Business for any Post-Closing Tax Period.

**Section 9.06. Purchase Price Allocation.** STG and Seller (i) acknowledge and agree that \$58.2 million of the Final Purchase Price shall be allocable to, and payable for, the Interests in Fresno (as such amount may be adjusted under this Agreement), that \$39.8 million of the Final Purchase Price shall be allocable to, and payable for, the Interests in Omaha (as such amount may be adjusted under this Agreement) and that such amounts represent the fair market value of the Interests, as determined by the negotiations between the Parties bargaining at arm's length, and (ii) agree to file all income Tax Returns in accordance with such allocation and to take no action inconsistent with such allocation. STG and Seller further agree that, for financial and Tax reporting purposes, each Party shall make its own determination regarding the allocation of the remaining amount of the Final Purchase Price (which is payable for the Purchased Assets

pursuant to Section 2.07(b) and any Assumed Liabilities hereunder among the Purchased Assets.

**Section 9.07. Tax Matters Relating to Fresno and Omaha.**

(a) Except as set forth on Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c), TTBG shall indemnify STG and its Affiliates and hold them harmless from and against: (i) all Taxes imposed on Fresno and Omaha for all Pre-Closing Tax Periods, (ii) with respect to any Straddle Period, all Taxes imposed on Fresno and Omaha attributable to the portion of such Straddle Period that ends on and includes the Closing Date and (iii) other expenses (including, without limitation, reasonable expenses of investigation and reasonable attorneys' and accountants' fees and expenses in connection with any action, suit or proceeding) actually incurred, suffered or accrued at any time by STG or its Affiliates arising out of or attributable to such Taxes; *provided, however*, that TTBG shall not be liable for the foregoing Taxes to the extent such Taxes are taken into account in determining an adjustment to the Final Purchase Price pursuant to Article II, and, *provided, further*, that (x) TTBG shall not indemnify or hold harmless STG or any of its Affiliates from and against any Taxes arising from or attributable to (x) any action or transaction outside the ordinary course of business taken with respect to Fresno or Omaha and/or their or their Subsidiaries' assets and/or their Subsidiaries' business on the Closing Date but after Closing, or (y) any elections (including an election made under Section 338 of the Code or any comparable provision under an applicable law) made by STG or its Affiliates.

(b) Except as set forth on Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c), STG shall indemnify TTBG and its Affiliates (other than Fresno and Omaha after the Closing Date) and hold them harmless from and against any Taxes imposed on or with respect to Omaha or Fresno for which Seller is not liable under this Agreement.

(c) The amount of any Tax that is attributable to the portion of a Straddle Period that ends on and includes the Closing Date shall: (i) in the case of a Tax based on or measured by income, receipts or transactions, or other event-specific Taxes or payments, be determined based on an interim closing of the books of Fresno and Omaha as of the close of business on the Closing Date, and (ii) in the case of other Taxes, be deemed to be the amount of such Tax for the entire Straddle Period multiplied by a fraction the numerator of which is the number of days in the Straddle Period ending on and including the Closing Date and the denominator of which is the total number of days in the Straddle Period. All determinations necessary to give effect to the foregoing allocation shall be made in a manner consistent with the past practice of Omaha and Fresno and their Affiliates.

(d) Intentionally omitted.

(e) Except as set forth on Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c), Seller shall be responsible for the preparation and timely filing of: (i) all Tax Returns of Fresno, Omaha and Sioux City and their respective Subsidiaries that are due (taking into account requests for extensions to file such returns) on or before the

Closing Date. Seller shall be responsible for the contents of the foregoing Tax Returns and for the payment of all Taxes due with respect thereto.

(f) Except as set forth on Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c), STG shall be responsible for the preparation and timely filing of all Tax Returns of Fresno, Omaha and the Sioux City Business that are required to be filed after the Closing Date. In the case of any such Tax Returns that include pre-Closing Tax Periods (including, for avoidance of doubt, Straddle Periods), then at least thirty (30) days prior to filing any such Tax Return(s), STG shall provide Seller with (i) a draft of such Tax Return and (ii) a statement of any Taxes owed in connection with the filing of such Tax Return and Seller's share thereof. Seller shall be entitled to review and comment on any such Tax Return before it is filed, and STG shall make such changes to such Tax Return as Seller may reasonably request, and STG shall not file such Tax Return without Seller's consent, which consent shall not be unreasonably withheld. In the event Seller objects to a Tax Return pursuant to its consent rights, and the Parties cannot resolve the objection, a filing extension shall be obtained and the matter shall be resolved by an independent accounting firm agreed upon by the Parties. Except as set forth on Schedules 1.01(b) and 1.01(c), if there are no unresolved objections, then, to the extent applicable, at least two (2) days prior to the due date for filing such a Tax Return, Seller shall deliver to STG the funds required for the payment of those Taxes due with respect to such Tax Return that are the responsibility of Seller under this Agreement, but, for the avoidance of doubt, only to the extent that such Taxes were not taken into account in determining an adjustment to the Purchase Price pursuant to Article II. Except as set forth on Schedules 1.01(b) and 1.01(c), all Tax Returns of Fresno and Omaha for any Straddle Period shall be prepared and filed in a manner consistent with the past practice of Fresno and Omaha, respectively. STG shall also be responsible for the preparation and timely filing of all Tax Returns of Fresno and Omaha for any Post-Closing Tax Period and for the payment of all Taxes due with respect thereto.

(g) The Parties shall cooperate fully, as and to the extent reasonably requested by any other Party, including with respect to the matters described in Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c), in connection with the filing of Tax Returns pursuant to this Section 9.07 and any Tax Proceeding (as defined below) with respect to Taxes. Such cooperation shall include the provision by Seller or Fresno, as the case may be, to the other Party any reasonably requested power of attorney with respect to Tax Returns or Tax Proceedings involving Fresno or Omaha in order to carry out the agreements set forth in this Section 9.07. Seller, on the one hand, and STG, on the other hand, further agree (after Closing): (i) to retain all books and records with respect to Tax matters pertinent to the Companies relating to any taxable period beginning before the Closing Date until the expiration of the statute of limitations (and, to the extent notified by the other Party, any extensions thereof) of the respective taxable periods, (ii) upon the other Party's request, to give such other Party access to such books and records which are reasonably relevant to a Tax Proceeding or Tax Return involving the Companies and to make employees and personnel available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder, (iii) to abide by all record retention agreements entered into with any Governmental Authority, and (iv) to give the other Party reasonable written notice prior to transferring, destroying or discarding any such books and records, and, if the other Party so requests, to allow the other Party within a reasonable time to take possession of such books and records to the extent they would otherwise be destroyed or discarded.

(h) Except as set forth on Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c), STG agrees that it shall not amend (or cause or permit Fresno or Omaha to amend) any Tax Return of the Companies for any taxable period beginning before the Closing Date without the prior written consent of Seller, which consent shall not be unreasonably withheld.

(i) Except as set forth on Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c), Seller shall be entitled to receive any refunds or credits of any Taxes for which Seller is liable pursuant to this Agreement (including any interest in respect thereof), and STG shall cause the amount of any refunds or credits of Taxes (including interest) to which Seller is entitled under this Section 9.07, but which are received by or credited to STG after the Closing Date, to be paid to Seller within ten (10) Business Days following such receipt or crediting. In addition, at the request of Seller, STG shall (and shall cause Omaha and Fresno to) cooperate with Seller in seeking any Tax refunds or credits described in this Section 9.07(j).

(j) After Closing, Seller, on the one hand, and STG, on the other hand, shall promptly deliver to the other Party any notice received by such Party (or by an Affiliate thereof) from any Governmental Authority relating to Taxes for which such other Party is or may be liable under this Agreement, including, for the avoidance of doubt, any notice relating to, or which could result in, a claim for indemnification pursuant to Section 9.07(a)(iii). To the extent that a Party's failure to provide such notice materially prejudices the other Party's ability to defend the claim or dispute that is the subject of such notice, then such other Party's indemnification obligations shall be null and void with regard to such claim or dispute.

(k) Except as set forth on Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c), Seller shall have the right to conduct and control any audit, examination, litigation or other proceeding with respect to Taxes (a "**Tax Proceeding**") involving the Companies to the extent it relates to any Pre-Closing Tax Period, *provided, however*, that Seller will not, without the written consent of STG, which consent shall not be unreasonably withheld or delayed, settle or compromise any such Tax Proceeding in a manner that would have the effect of increasing the Taxes of Omaha or Fresno in a Post-Closing Tax Period. STG shall have the right to participate in such proceeding at its own expense.

(l) Except as set forth on Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c), in the case of any Tax Proceeding relating to a Straddle Period: (A) the Party with the greatest amount of potential liability at stake shall have the right to control such proceeding, and (B) the non-controlling Party shall have the right to participate in such proceeding at its own expense and to consent, which consent shall not be unreasonably withheld or delayed, to any settlement or compromise thereof to the extent such settlement or compromise would have the effect of increasing the Taxes imposed on such Party.

(m) Except as otherwise provided in this Section 9.07, any amounts owed by Seller, on the one hand, or STG, on the other hand, to the other Party pursuant to this Section 9.07 shall be paid within two (2) Business Days of notice from the Party entitled to receive such payment.

(n) The obligations of the Parties under this Section 9.07 shall survive the Closing until sixty (60) days after the expiration of all applicable statutes of limitations.

## ARTICLE X CONDITIONS TO CLOSING

**Section 10.01. Conditions to Obligations of STG and Seller.** The obligations of STG and Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following conditions:

- (a) If applicable, the HSR Clearance shall have been obtained.
- (b) No provision of any applicable Law and no Governmental Order shall prohibit the consummation of the Closing.
- (c) The FCC Consent shall have been granted and shall be in full force and effect.

**Section 10.02. Conditions to Obligations of Seller.** The obligation of Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following further conditions:

(a) The representations and warranties of STG made in this Agreement shall be true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of such earlier date) as of the Closing Date as though made on and as of the Closing Date except, in both cases, (i) for changes expressly contemplated by this Agreement, or (ii) where the failures to be true and correct, individually or in the aggregate, have not had, and would not reasonably be expected to have, a material adverse effect on the ability of STG to perform its obligations under this Agreement or any Ancillary Agreement. STG shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date. Seller shall have received a certificate dated as of the Closing Date from STG, executed by an authorized officer of STG, to the effect that the conditions set forth in this Section 10.02(a) have been satisfied.

- (b) Seller shall have received the following documents:
  - (i) The certificate of incorporation (or equivalent organizational document) for STG, certified as of a recent date by the Secretary of State of the applicable jurisdiction of organization;
  - (ii) a certificate of the Secretary of State as to the good standing as of a recent date of STG in such jurisdiction; and

(iii) a certificate of an officer of STG, given by such officer on behalf of STG and not in such officer's individual capacity, certifying as to the bylaws (or equivalent governing document) of STG and as to resolutions of the board of directors (or equivalent governing body) of STG authorizing this Agreement and the transactions contemplated hereby and thereby.

(c) STG shall have made or shall have caused STG to make, or stand ready at Closing to make, the deliveries contemplated in Section 2.11(a) and Section 2.11(c) and each Ancillary Agreement.

**Section 10.03. Conditions to Obligations of STG.** The obligations of STG to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or waiver, at or prior to the Closing, of each of the following further conditions:

(a) The representations and warranties of Seller made in this Agreement shall be true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of the date of this Agreement and (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of such earlier date) as of the Closing Date as though made on and as of the Closing Date, except, in both cases, (i) for changes expressly contemplated or permitted by this Agreement, or (ii) where the failures to be true and correct, individually or in the aggregate, have not had, and would not reasonably be expected to have, a Material Adverse Effect. Seller shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date. STG shall have received a certificate dated as of the Closing Date from Seller, executed by an authorized officer of Seller, to the effect that the conditions set forth in this Section 10.03(a) have been satisfied.

(b) STG shall have received the following documents:

(i) the certificate of formation for each Seller Entity, certified as of a recent date by the Secretary of State of the State of Delaware;

(ii) a certificate of the Secretary of State of each jurisdiction in which any Seller Entity is organized or qualified to do business in connection with the Business as to the good standing as of a recent date of such Seller Entity in such jurisdiction; and

(iii) a certificate of an officer of each Seller Entity, given by each such officer on behalf of such Seller and not in such officer's individual capacity, certifying as to the operating agreement (or equivalent governing document) of such Seller Entity and as to resolutions of the board of managers (or equivalent governing body) of such Seller Entity authorizing this Agreement and the transactions contemplated hereby and thereby.

(c) Seller shall have obtained (and in the case of an affirmative Consent, delivered) the Consents to assignment listed on Disclosure Schedule Section 10.03(c)-1

(or the third parties granting such Consents shall stand ready, willing and able to execute such consents, subject to the execution and delivery thereof by STG).

(d) Seller shall have delivered to STG mortgage discharges and termination statements on Form UCC-3, or other appropriate releases, which when filed will release and satisfy any and all Liens relating to the Purchased Assets, the assets of Omaha or Fresno and the Interests, together with proper authority to file such termination statements or other releases at and following the Closing.

(e) Seller shall have made, or stand ready at Closing to make, the deliveries contemplated in Section 2.11(b) and Section 2.11(c) and each Ancillary Agreement.

(f) The Option Agreements, TBA and SSA shall remain in effect and there shall not be a breach under the Option Agreements, TBA or SSA that has (i) a Material Adverse Effect on the Companies, (ii) a material adverse effect on STG's, or its assignee's, ability to exercise the Option Agreements after the Closing or (iii) a material adverse effect on STG's rights or obligations under or pursuant to the Option Agreements, TBA and SSA after the Closing as compared to the rights or obligations under or pursuant to the Option Agreements, TBA and SSA of TTBG or the Companies, as applicable, as of the date of this Agreement.

(g) Estoppel certificates relating to the Real Property Leases, other than the lease relating to the KMPH tower, in a form acceptable to STG, such acceptance not to be unreasonably withheld, conditioned or delayed.

(h) Consent to the assignment to Seller's membership interest of Heartland Tower Company, LLC to STG by the other members of Heartland Tower Company, LLC.

## **ARTICLE XI TERMINATION**

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

- (a) by the mutual written consent of Seller and STG;
- (b) either by Seller or by STG:

(i) if the Closing shall not have occurred on or before the twelve (12) month anniversary of the date of this Agreement (the "**Termination Date**") so long as the terminating Party is not then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement to the extent that would give the other Party the right not to close pursuant to Section 10.02 or Section 10.03, as the case may be; or

(ii) if there shall be any Law that prohibits consummation of the transactions contemplated by this Agreement or if a Governmental Authority of competent jurisdiction shall have issued a Governmental Order enjoining or otherwise prohibiting

consummation of the transactions contemplated by this Agreement, and such Governmental Order shall have become final and non-appealable.

(c) by Seller:

(i) upon a breach of any representation, warranty, covenant or agreement on the part of STG set forth in this Agreement, or if any representation or warranty of STG shall have become untrue, in either case such that the condition set forth in Section 10.02(a) would not be satisfied, unless such breach or untruth can be cured prior to Closing and after receipt of notice thereof, STG proceeds in good faith to cure such breach or untruth as promptly as practicable; *provided, however*, that Seller shall not have the right to terminate this Agreement pursuant to this Section 11.01(c)(i) if Seller is then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement to an extent which would give STG the right not to close pursuant to Article X; or

(ii) if all of the conditions set forth in Section 10.01 and Section 10.03 have been satisfied (other than those conditions that by their nature cannot be satisfied other than at the Closing, including the condition set forth in Section 10.03(d)) and STG fails to consummate the transactions contemplated by this Agreement within the earlier of (i) two (2) Business Days after the date the Closing should have occurred pursuant to Section 2.11 and (ii) the later of the date the Closing should have occurred pursuant to Section 2.11 and one (1) Business Day before the Termination Date, and Seller stood ready, willing and able to consummate the transactions contemplated by this Agreement during such period.

(d) by STG:

(i) upon a breach of any representation, warranty, covenant or agreement on the part of Seller set forth in this Agreement, or if any representation or warranty of Seller shall have become untrue, in either case such that the condition set forth in Section 10.03(a) would not be satisfied, unless such breach or untruth can be cured prior to Closing and after receipt of notice thereof, Seller proceeds in good faith to cure such breach or untruth as promptly as practicable; *provided, however*, that STG shall not have the right to terminate this Agreement pursuant to this Section 11.01(d)(i) if STG is then in breach of any of its representations, warranties, covenants or agreements contained in this Agreement to an extent which would give Seller the right not to close pursuant to Article X; or

(ii) if all of the conditions set forth in Section 10.01 and Section 10.02 have been satisfied (other than those conditions that by their nature cannot be satisfied other than at the Closing) and Seller fails to consummate the transactions contemplated by this Agreement within the earlier of (i) two (2) Business Days after the date the Closing should have occurred pursuant to Section 2.11 and (ii) the later of the date the Closing should have occurred pursuant to Section 2.11 and one (1) Business Day before the Termination Date, and STG stood ready, willing and able to consummate the transactions contemplated by this Agreement during such period.

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

**Section 11.02. Effect of Termination.**

(a) In the event of a valid termination of this Agreement pursuant to Section 11.01, this Agreement (other than Section 7.02, this Article XI, and Article XIII, 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 Section 11.02(b) and Section 11.02(c) below. A termination of this Agreement shall not terminate the Confidentiality Agreement, nor, in each case, affect the Parties' rights and obligations thereunder.

(b) If this Agreement is terminated by Seller pursuant to Section 11.01(c)(i) or Section 11.01(c)(ii), then Seller shall be entitled to the Security Deposit as liquidated damages, and the Parties to the Escrow Agreement shall immediately deliver joint written instructions to the Escrow Agent directing such disbursement. Seller shall, in addition, be entitled to prompt payment on demand from STG of the reasonable attorneys' fees actually incurred by Seller in enforcing its rights under this Agreement. The Parties understand and agree that the amount of liquidated damages represents Seller's and STG's reasonable estimate of actual damages and does not constitute a penalty. Notwithstanding any other provision of this Agreement to the contrary, in the event that Seller terminates this Agreement pursuant to Section 11.01(c)(i) or Section 11.01(c)(ii), the payment of the Security Deposit, together with any attorneys' fees, pursuant to this Section 11.02(b), shall be Seller's sole and exclusive remedy for damages of any nature or kind that Seller may suffer as a result of STG's breach or default under this Agreement or STG's failure to consummate the transactions contemplated by this Agreement, which would result in Seller's right to terminate this Agreement under Section 11.01(c)(i) or Section 11.01(c)(ii), as the case may be. The Parties acknowledge and agree that the liquidated damages amount is reasonable in light of the substantial but indeterminate harm anticipated to be caused by material breach or default under this Agreement, the difficulty of proof of loss and damages, the inconvenience and non-feasibility of otherwise obtaining an adequate remedy, and the value of the transactions to be consummated hereunder.

(c) If this Agreement is terminated by STG pursuant to Section 11.01(d)(i) or Section 11.01(d)(ii), then STG shall have the right to pursue all remedies available to STG at law, in equity or otherwise, *provided* that Seller's liability to STG for any and all Losses incurred or suffered by STG hereunder shall be limited to an aggregate amount equal to ten percent (10%) of the Target Purchase Price.

(d) If this Agreement is terminated under the provisions of this Article XI for any reason other than by Seller pursuant to Section 11.01(c)(i) or Section 11.01(c)(ii), then the parties to the Escrow Agreement shall deliver joint written instructions to the Escrow Agent directing the disbursement of the Security Deposit (including any interest earned thereon) to STG.

## ARTICLE XII SURVIVAL; INDEMNIFICATION

**Section 12.01. Survival.** The representations and warranties of the Parties contained in or made pursuant to this Agreement or in any certificate or other writing furnished pursuant hereto or in connection herewith shall survive in full force and effect until the first anniversary of the Closing Date; *provided*, that, the representations and warranties in Sections 3.08(b), 3.10, 3.11, 3.14, 3.15, 3.19, and 3.22 shall survive until expiration of the applicable statute of limitations, plus sixty (60) days. The agreements to indemnify in Sections 9.07, 12.02(a)(ii), (iii) and (iv), and Sections 12.03(a)(ii), (iii), (iv), (v), (vi) and (viii) shall survive for the applicable statute of limitations plus sixty (60) days, and Seller's agreement to indemnify in Section 12.03(a)(vii) shall survive, (i) with respect to Losses in connection with a written Real Property Lease, a copy of which Seller has made available to STG prior to the date hereof, until the expiration of the current term of such Real Property Lease (without giving effect to any renewal or extension thereof), plus sixty (60) days, and (ii) with respect to Losses in connection with a Real Property Lease, other than a Real Property Lease subject to the preceding clause (i), until the expiration of the applicable statute of limitations, plus sixty (60) days. Except as otherwise set forth in this Section 12.01, 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. No claim may be brought under this Agreement unless written notice describing in reasonable detail the nature and basis of such claim is given on or prior to the last day of the applicable survival period. In the event such notice is given, the right to indemnification with respect thereto shall survive the applicable survival period until such claim is finally resolved and any obligations thereto are fully satisfied.

### **Section 12.02. Indemnification by STG.**

(a) Subject to Section 12.01, STG shall indemnify against and hold harmless Seller, and its Affiliates and their respective employees, officers, directors, managers, successors and assigns (collectively, the "**Seller Indemnified Parties**") from, and agrees to promptly defend any Seller Indemnified Party from and reimburse any Seller Indemnified Party for, any and all losses, damages, costs, expenses, liabilities, obligations and claims of any kind (including any Action brought by any Governmental Authority or Person and including reasonable attorneys' fees and expenses reasonably incurred) (collectively, "**Losses**"), which such Seller Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) STG's breach of any of its representations or warranties contained in this Agreement (each such breach, a "**STG Warranty Breach**");

(ii) any breach or nonfulfillment of any agreement or covenant of STG under the terms of this Agreement, including any breach by STG of the First Set of Steps or the Second Set of Steps;

(iii) the Assumed Liabilities;

(iv) the ownership, business or operation of the Stations after the Effective Time; and

(v) any claims by any third-parties arising from the First Set of Steps or the Second Set of Steps.

(b) Notwithstanding any other provision to the contrary (other than as set forth on Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c)), STG shall not be required to indemnify and hold harmless any Seller Indemnified Party pursuant to Section 12.02(a): (A) unless such Seller Indemnified Party has asserted a claim with respect to such matters within the applicable survival period set forth in Section 12.01 and (B) until the aggregate amount of Seller Indemnified Parties' Losses resulting from STG Warranty Breaches exceeds \$599,820 (the "**Threshold**") and then only to the extent of such Losses in excess of \$299,910 (the "**Deductible**"); *provided, however*, that the cumulative indemnification obligation of STG under this Section 12.02 shall in no event exceed ten percent (10%) of the Target Purchase Price (the "**Cap**"), *provided further, however*, that neither the Deductible nor the Cap shall apply in the case of any indemnification under clauses (ii), (iii), (iv) and(v) of Section 12.02(a) or in the case of Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c).

### **Section 12.03. Indemnification by Seller.**

(a) Subject to Section 12.01, Seller, jointly and severally, shall indemnify against and hold harmless STG, its Affiliates and their respective employees, officers, directors, managers, successors and assigns (collectively, the "**STG Indemnified Parties**") from, and agrees to promptly defend any STG Indemnified Party from and reimburse any STG Indemnified Party for, any and all Losses which such STG Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(i) Seller's breach of any of the representations or warranties contained in this Agreement (each such breach, a "**Seller Warranty Breach**");

(ii) any breach or nonfulfillment of any agreement or covenant of Seller under the terms of this Agreement, including any breach by Seller of the First Set of Steps or the Second Set of Steps;

(iii) the Excluded Liabilities (including any Losses which STG incurs as a result of accepting liability for any enforcement action by the FCC relating to any period prior to the Closing) or, subject to Section 9.02, any failure to comply with laws relating to bulk sales;

(iv) the Excluded Assets;

(v) any liabilities of Fresno or Omaha which would otherwise be an Excluded Liability;

(vi) any Taxes of Fresno or Omaha related to any Pre-Closing Tax Period pursuant to Section 9.07;

(vii) Seller's failure to obtain and deliver the Consents to assignment under the Real Property Leases listed on Disclosure Schedule Section 10.03(c), other than any Losses to the extent they arise out of (A) a breach of the applicable Real Property Lease by STG or (B) STG's failure to use the Real Property subject to the underlying Real Property Lease to which any such Consent relates in the ordinary course of business consistent with Seller's use thereof immediately prior to Closing; or

(viii) any Losses which STG incurs which are a Pre-Existing Liability (as defined below), provided, however, that STG shall not be entitled to any indemnification under this subsection if STG is entitled to indemnification for such Pre-Existing Liability under Section 12.03(a)(iii) above;

(b) Notwithstanding any other provision to the contrary (other than as set forth on Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c)), Seller shall not be required to indemnify and hold harmless any STG Indemnified Party pursuant to Section 12.03(a): (A) unless such STG Indemnified Party has asserted a claim with respect to such matters within the applicable survival period set forth in Section 12.01 and (B) until the aggregate amount of STG Indemnified Parties' Losses resulting from Seller Warranty Breaches and the Seller's indemnification obligations under Section 12.03(a)(iv) exceeds the Threshold, and then only to the extent of such Losses in excess of the Deductible; provided, however, that the cumulative indemnification obligation of Seller under this Section 12.03 shall in no event exceed the Cap, except for a Seller Warranty Breach of Section 3.22 (a "**Company Capitalization Warranty Breach**") and the Seller's indemnification obligations under Section 12.03(a)(vii), in which case the cumulative indemnification obligation of Seller under this Section 12.03 for such Company Capitalization Warranty Breach and with respect to Section 12.03(a)(vii) shall in no event exceed the Initial Purchase Price. Notwithstanding the foregoing, neither the Deductible nor the Cap shall apply in the case of any indemnification under clauses (ii), (iii), (iv), (v) and (vi) of Section 12.03(a) or in the case of Disclosure Schedule Section 1.01(b) and Disclosure Schedule Section 1.01(c)

(c) Intentionally omitted.

(d) Each of the following, as it relates to Omaha and Fresno, shall be a Pre-Existing Liability for the purposes of this Agreement other than to the extent treated as a current liability in the calculation of Net Working Capital:

(i) any liability or obligation under or with respect to any Contract, Permit, Governmental Order, Real Property Lease or Lease required by the terms thereof to be discharged prior to the Effective Time;

(ii) any liability or obligation for which Seller, Omaha or Fresno has already received or will receive the partial or full benefit of the asset to which such liability or obligation relates, but only to the extent of such benefit received;

(iii) the liability related to the Indebtedness;

(iv) any liability or obligation arising under any Employee Plan or any ERISA Affiliate Plan, including, for the avoidance of doubt, any claims by Employees

of the Station against such Employee Plans, or any liability arising from Seller's, Omaha's or Fresno's legal obligations or premiums, funding or other amounts due to any such Employee Plan other than, subject to Section 8.04, any liability or obligation arising under any Company Sponsored Plan;

(v) any Tax liability or obligation related to or arising out of the Pre-Closing Tax Periods;

(vi) any liability to indemnify, reimburse or advance amounts to any officer, director, employee or agent of Seller, Omaha or Fresno or any direct or indirect Subsidiary thereof, (i) other than any liability to any Continuing Employee incurred on or after the Effective Time, or (ii) subject to Section 8.01(a) and Section 8.04, any liability or obligation arising under any Employment Agreement or any Company Sponsored Plan;

(vii) the liabilities and obligations arising with respect to the operation of the Business prior to the Effective Time;

(viii) any liability of Seller, Omaha or Fresno under or related to this Agreement or any document executed in connection therewith, including the Ancillary Agreements; and

(ix) any liability or obligation arising out of any stay-bonus, severance payments or similar payments made or owed to any Employee of Omaha or Fresno at or prior to Closing or any liability or obligation to any Employee of Omaha or Fresno arising out of the transactions contemplated hereby other than (i) subject to Section 8.01(a) and Section 8.04, any liability or obligation arising under any Employment Agreement or any Company Sponsored Plan, or (ii) any other liability or obligation of STG, Fresno or Omaha under Article VIII.

#### **Section 12.04. Notification of Claims.**

(a) A Party entitled to be indemnified pursuant to Section 12.02 or Section 12.03 (the "**Indemnified Party**") shall promptly notify the Party liable for such indemnification (the "**Indemnifying Party**") in writing of any claim or demand that the Indemnified Party has determined has given or could give rise to a right of indemnification under this Agreement; provided, however, that a failure to give prompt notice or to include any specified information in any notice will not affect the rights or obligations of any Party hereunder except and only to the extent that, as a result of such failure, any Party that was entitled to receive such notice was damaged as a result of such failure. Subject to the Indemnifying Party's right to defend in good faith third party claims as hereinafter provided, the Indemnifying Party shall satisfy its obligations under this Article XII within thirty (30) days after the receipt of written notice thereof from the Indemnified Party.

(b) If the Indemnified Party shall notify the Indemnifying Party of any claim or demand pursuant to Section 12.04(a), the Indemnifying Party shall have the right to employ counsel reasonably acceptable to the Indemnified Party to defend any such claim or demand asserted against the Indemnified Party for so long as the Indemnifying Party shall

continue in good faith to diligently defend against such action or claim. The Indemnified Party shall have the right to participate in the defense of any such claim or demand at its own expense. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as possible (but in any case five (5) Business Days before the due date for the answer or response to a claim) after the date of the notice of claim given by the Indemnified Party to the Indemnifying Party under Section 12.04(a) of its election to defend in good faith any such third party claim or demand. So long as the Indemnifying Party is defending in good faith any such claim or demand asserted by a third party against the Indemnified Party, the Indemnified Party shall not settle or compromise such claim or demand without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld, and the Indemnified Party shall make available to the Indemnifying Party or its agents all records and other material in the Indemnified Party's possession reasonably required by it for its use in contesting any third party claim or demand. Whether or not the Indemnifying Party elects to defend any such claim or demand, the Indemnified Party shall have no obligations to do so. In the event: (i) the Indemnifying Party elects not to defend such claim or action; or (ii) the Indemnifying Party elects to defend such claim or action but fails to diligently defend such claim or action in good faith, the Indemnified Party shall have the right to conduct the defense thereof and to settle or compromise such claim or action without the consent of the Indemnifying Party, except that with respect to the settlement or compromise of such a claim, demand or action, the Indemnified Party shall not settle or compromise any such claim or demand or action without the consent of the Indemnifying Party (such consent not to be unreasonably withheld), unless the Indemnifying Party is given a full and completed release of any and all liability by all relevant parties relating thereto and has no obligation to pay any damages.

**Section 12.05.**    Net Losses; Subrogation; Mitigation.

(a)            Notwithstanding anything contained herein to the contrary, the amount of any Losses incurred or suffered by an Indemnified Party shall be calculated after giving effect to (i) any insurance proceeds received by the Indemnified Person (or any of its Affiliates) with respect to such Losses and (ii) any recoveries obtained by the Indemnified Party (or any of its Affiliates) from any other third party. Each Indemnified Party shall exercise reasonable best efforts to obtain such proceeds, benefits and recoveries. If any such proceeds, benefits or recoveries are received by an Indemnified Party (or any of its Affiliates) with respect to any Losses after an Indemnifying Party has made a payment to the Indemnified Party with respect thereto, the Indemnified Party (or such Affiliate) shall pay to the Indemnifying Party the amount of such proceeds, benefits or recoveries (up to the amount of the Indemnifying Party's payment). With respect to any Losses incurred or suffered by an Indemnified Party, no liability shall attach to the Indemnifying Party in respect of any Losses to the extent that the same Losses have been recovered by the Indemnified Person from the Indemnifying Party; accordingly, the Indemnified Person may only recover once in respect of the same Loss.

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

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

(d) Notwithstanding anything to the contrary contained herein, the amount of Losses for each claim under Section 12.03(a)(vii) shall be equal to the STG Indemnified Parties' actual Losses arising directly from the failure to obtain the Consent giving rise to such Losses, but in no event shall such Losses exceed, and in no event shall Seller be liable pursuant to Section 12.03(a)(vii) for any amount in excess of, the amount equal to the reasonable and necessary replacement costs (including, all reasonable moving expenses, legal expenses, and other reasonable expenses incurred relating to the replacement) which would be incurred for a new site (comparable to the original site in all material respects) to replace the site which is the subject of the Real Property Lease for which such Consent has not been obtained; *provided*, that the foregoing limitation on the amount of Losses shall not limit any STG Indemnified Party's right to recover Losses it suffers from the failure to obtain the Consent even though the STG Indemnified Party does not replace the site which is the subject of the applicable Real Property Lease.

**Section 12.06. Computation of Indemnifiable Losses.** Any calculation of Losses for purposes of this Article XII shall be (a) reduced to take account of any net Tax benefit actually realized by the Indemnified Party arising from the deductibility of any such Loss in the year such Loss is incurred; and (b) increased to take account of any net Tax liability actually realized by the Indemnified Party arising from the receipt or accrual of any indemnity obligation hereunder. To the extent permitted by law, all indemnity payments made pursuant to this Agreement shall be treated by the Parties as an adjustment to the Final Purchase Price.

**Section 12.07. Exclusive Remedies.** STG and Seller acknowledge and agree that, if the Closing occurs, the indemnification provisions of this Article XII shall be the sole and exclusive remedies of STG and Seller for any breach of the representations or warranties or nonperformance of any covenants and agreements of STG or Seller contained in this Agreement or any Ancillary Agreement, and no Indemnifying Party shall be liable to any Indemnified Party under any circumstances for special, indirect, consequential, punitive or exemplary damages, or lost profits, diminution in value or any damages based on any type of multiple of earnings of any Indemnified Party; *provided, however*, that nothing contained in this Agreement shall relieve or limit the liability of either Party from any liability or Losses arising out of or resulting from fraud or intentional breach in connection with the transactions contemplated in this Agreement or the Ancillary Agreements.

**Section 12.08. Treatment of Indemnity Benefits.** All payments made by Seller or STG, 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 Final Purchase Price for Tax purposes and such agreed treatment shall govern for purposes of this Agreement.

**Section 12.09. No Duplication.** Notwithstanding any other provision of this Agreement to the contrary, no Indemnified Party shall be entitled to indemnification or reimbursement under

any provision of this Agreement or any Ancillary Agreement for any amount to the extent that such Person or its Affiliate has been indemnified or reimbursed for such amount under any other provision of this Agreement or any Ancillary Agreement.

**Section 12.10. No Special Damages.** No Indemnifying Party shall be liable to any Indemnified Party for special, indirect, consequential, punitive or exemplary damages, or lost profits, diminution in value or any damages based on any type of multiple of earnings.

### **ARTICLE XIII GENERAL PROVISIONS**

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

**Section 13.02. Notices.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been duly delivered and received (a) on the date of personal delivery, (b) on the date of transmission, if sent by facsimile, or (c) one Business Day after having been dispatched via a nationally recognized overnight courier service, to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 13.02):

If to STG or STG:

Sinclair Television Group, Inc.  
10706 Beaver Dam Road  
Cockeysville, MD 21030  
Attention: President  
Facsimile: (410) 568-1533

With copies, which shall not constitute notice, to:

Sinclair Broadcast Group, Inc.  
10706 Beaver Dam Road  
Cockeysville, MD 21030  
Attention: General Counsel  
Facsimile: (410) 568-1537

If to Seller:

TTBG LLC  
Suite A  
888 3<sup>rd</sup> Street  
Atlanta, GA 30318  
Attn: Dan Sullivan  
Telephone : (615) 969-4000

Facsimile: (678) 904-0556

and to

Cerberus Operations & Advisory  
Company LLC  
875 Third Ave., 12th Floor  
New York, NY 10022  
Attn: Christopher A. Holt, Esq.  
Telephone: (212) 894-5317  
Facsimile: (646) 885-3693

With copies, which shall not constitute notice, to:

Wilkinson Barker Knauer, LLP  
2300 N Street, N.W., Suite 700  
Washington, D.C. 20037  
Attn: Robert D. Primosch, Esq.  
Telephone: (202) 383-3362  
Facsimile: (202) 783-5851

and to

Lowenstein Sandler LLP  
1251 Avenue of the Americas  
Seventeenth Floor  
New York, New York 10020  
Attn: Peter H. Ehrenberg, Esq.  
Telephone: 212-204-8697  
Facsimile: 973-597-2351

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

**Section 13.04. Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced because of any Law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, 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 contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 13.05. Entire Agreement.** This Agreement, the Confidentiality Agreement and the Ancillary Agreements constitute the entire agreement of the parties hereto with respect to the

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

**Section 13.06. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Neither Party may assign its rights under this Agreement without the other party's prior written consent~~-~~provided, however, that, (i) with notice to but without the consent of Seller, STG may assign its right to purchase, in whole or in part, the Purchased Assets, the assets of Omaha or Fresno, or Interests (the "Designated Station Assets") to a wholly-owned, direct or indirect subsidiary of STG prior to the filing of the FCC Applications pursuant to Section 7.01(a) (provided that STG remains liable thereunder in the event that such assignee fails to perform any of the obligations of STG hereunder) and (ii) with notice to but without the consent of STG, Seller shall have the right to collaterally assign its rights under this Agreement (and under each escrow agreement entered into pursuant to this Agreement) to Seller's financing sources (provided that Seller remains liable thereunder for all of its obligations hereunder).

**Section 13.07. No Recourse.** No past, present or future director, officer, employee, incorporator, member, partner, equity holder, Affiliate, agent, attorney or representative of Seller, STG or any of their Affiliates shall have any liability for any obligations or liabilities of Seller or STG, respectively, under this Agreement or for any claim (whether in contract or tort, in law or in equity, or based upon any theory that seeks to "pierce the corporate veil" or impose liability of an entity against its owners or Affiliates or otherwise), liability or any other obligation arising under, based on, in respect of, in connection with, or by reason of, this Agreement or the transactions contemplated hereby, including its negotiation and/or execution.

**Section 13.08. No Third-Party Beneficiaries.** Except as expressly provided in Article IX, Article XII and Section 13.06, this Agreement is for the sole benefit of the Parties and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**Section 13.09. Amendments and Waivers.**

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

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

(c) No failure or delay by either Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or

privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**Section 13.10. Governing Law; Consent to Jurisdiction.**

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

(b) All Actions arising out of or relating to this Agreement shall be heard and determined exclusively in the Delaware Chancery Court, and the Parties hereby irrevocably submit to the exclusive jurisdiction of such courts (and, in the case of appeals, appropriate appellate courts therefrom) in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such action or proceeding. The consents to jurisdiction set forth in this Section 13.10 shall not constitute general consents to service of process in the State of Delaware and shall have no effect for any purpose except as provided in this Section 13.10 and shall not be deemed to confer rights on any third party. The Parties agree that a final judgment in any such action shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

**Section 13.11. Specific Performance.** The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur in the event that the Parties do not perform the provisions of this Agreement (including failing to take such actions as are required of it hereunder to consummate this Agreement) in accordance with its specified terms or otherwise breach such provisions. The Parties acknowledge and agree that the Parties shall be entitled to an injunction, specific performance and other equitable relief to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the Parties agrees that it will not oppose the granting of an injunction, specific performance and other equitable relief on the basis that the other parties have an adequate remedy at law or an award of specific performance is not an appropriate remedy for any reason at law or equity. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction.

**Section 13.12. WAIVER OF JURY TRIAL.** STG AND SELLER HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ANCILLARY AGREEMENTS OR THE ACTIONS OF STG OR SELLER IN THE

NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF OR THEREOF.

**Section 13.13. Counterparts.** This Agreement may be executed in one or more 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. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, pdf form or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

**Section 13.14. No Presumption.** This Agreement and each Ancillary Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

**Section 13.15. Disclosure Schedules.**

(a) The Parties acknowledge and agree that (i) matters reflected in the Disclosure Schedules are not necessarily limited to the matters required by the Agreement to be disclosed in the Disclosure Schedules, (ii) the Disclosure Schedules may include certain items and information solely for informational purposes for the convenience of the Parties and (iii) the disclosure by Seller of any matter in the Disclosure Schedules shall not be deemed to constitute an acknowledgment by Seller that the matter is required to be disclosed by the terms of this Agreement or that the matter is material. The specification of any dollar amount in the representations and warranties contained in the Agreement or the inclusion of any specific item in the Disclosure Schedules are not intended to imply that such amounts are within or outside the ordinary course of business for purposes of the Agreement.

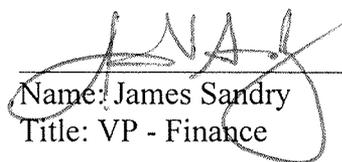
(b) If and to the extent any information required to be furnished in any section of the Disclosure Schedules is contained in the Agreement or in any section of the Disclosure Schedules, such information shall be deemed to be included in all sections of the Disclosure Schedules to the extent that the relevance of any such information to any other section of the Disclosure Schedules is readily apparent from the text of such disclosure.

(c) Seller has disclosed the information contained in the Disclosure Schedules solely for purposes of the Agreement, and no information contained therein shall be deemed to be an admission by any Party thereto to any third party of any matter whatsoever, including of any violation of Law or breach of any agreement.

[SIGNATURE PAGES FOLLOW]

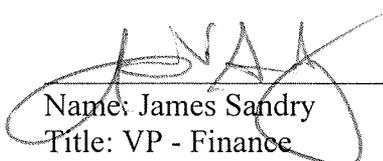
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

TTBG, LLC

  
Name: James Sandry  
Title: VP - Finance

TTBG SIOUX CITY OPCO, LLC

By: TTBG LLC, its managing member

  
Name: James Sandry  
Title: VP - Finance

SINCLAIR TELEVISION GROUP, INC.

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

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

TTBG, LLC

---

Name: James Sandry  
Title: VP - Finance

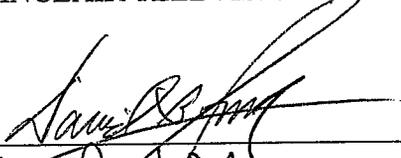
TTBG SIOUX CITY OPCO, LLC

By: TTBG LLC, its managing member

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Name: James Sandry  
Title: VP - Finance

SINCLAIR TELEVISION GROUP, INC.



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Name: David B. Amy  
Title: Secretary