

**ASSET PURCHASE AGREEMENT**  
**for the SALE of the BROADCAST TELEVISION STATION**  
**WDKY-TV, Danville, Kentucky**  
**by and among**  
**SINCLAIR TELEVISION GROUP, INC.**  
**and**  
**TRIBUNE MEDIA COMPANY**  
**Dated as of July 15, 2020**

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Exhibit A	Form of Bill of Sale and Assignment and Assumption Agreement
Exhibit B	Form of Assignment of FCC Licenses
Exhibit C	Form of Transition Services Agreement

## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT**, dated as of July 15, 2020 (this “Agreement”), by and among Sinclair Television Group, Inc., a Maryland corporation (“Seller”), on the one hand, and Tribune Media Company, a Delaware corporation (“Buyer”), on the other hand.

### WITNESSETH:

**WHEREAS**, as of the date of this Agreement, Seller directly or indirectly owns and operates the television broadcast station WDKY-TV, Danville, Kentucky (the “Station”), pursuant to certain authorizations issued by the FCC;

**WHEREAS**, Buyer desires to purchase the Purchased Assets and assume the Assumed Liabilities, and Seller desires to sell the Purchased Assets and transfer the Assumed Liabilities to Buyer, in each case, on the terms and subject to the conditions hereinafter set forth; and

**NOW, THEREFORE**, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, the parties hereto agree as set forth herein:

### ARTICLE I

#### DEFINITIONS

**Section 1.1. Definitions.** As used herein, the following terms have the following meanings:

“**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly controls or is controlled by, or is under common control with, such Person. The term “control” (including its correlative meanings “controlled” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies of a Person (whether through ownership of such Person’s securities or partnership or other ownership interests, or by Contract or otherwise).

“**Alternative Proposal**” means the direct or indirect sale, transfer or other disposal by Seller or any of its controlled affiliates of a material portion of the assets of the Station to any person whether by sale or issuance of securities, sale of assets, merger, consolidation, recapitalization, reorganization or otherwise.

“**Assumed Financing Lease Obligations**” means obligations of Seller or any of its Subsidiaries arising under leases required to be accounted for as financing leases under GAAP, in each case solely to the extent such obligations are included in the Assumed Liabilities and the Contracts governing such obligations are included in the Purchased Assets; provided that in no event shall the foregoing apply with respect to any real property lease or operating lease.

“**Business**” means the business of the Station (and shall not include the Other Stations).

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

“**Buyer Group Member**” means Buyer, its Affiliates, and each of their successors and assigns, and their respective directors, officers, employees and agents.

“**Cap**” means four million dollars (\$4,000,000).

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

“**Communications Act**” means the Communications Act of 1934, as amended.

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

“**Cutoff Time**” means 11:59 P.M. (eastern time) on the date immediately prior to the Closing Date.

“**Deductible**” means five hundred and eight thousand dollars (\$508,000).

“**Employees**” means, as of the relevant date, the individuals employed by Seller or any of its Affiliates, other than the Excluded Employees, exclusively in connection with the Business, all of whom as the date hereof are listed on Section 3.15(a) of the Disclosure Schedule; provided, however, that no such Person shall be considered an “Employee” for purposes of Section 2.6 or Section 6.2 if he or she is not employed by Seller or any of its Affiliates as of immediately prior to the Closing. For purposes of the foregoing, an individual shall not be considered “not employed” by virtue of the fact that he or she is on authorized leave of absence, sick leave, short term disability leave or military leave. Notwithstanding the foregoing, individuals on long term disability leave shall not be considered as “employed” for purposes of this Agreement.

“**Employee Plan**” means “employee benefit plan” within the meaning of ERISA Section 3(3), whether or not subject to ERISA, including, but not limited to, all equity or equity-based, change in control, bonus or other incentive compensation, disability, salary continuation, employment, consulting, indemnification, severance, retention, retirement, pension, profit sharing, savings or thrift, deferred compensation, health or life insurance, welfare, employee discount or free product, vacation, sick pay or paid time off agreements, arrangements, programs, plans or policies, and each other material benefit or compensation plan, program, policy, Contract, agreement or arrangement, whether written or unwritten, in each case, which Seller or any of its Subsidiaries, as applicable, sponsors, maintains or contributes to, or is required to maintain or contribute to, for the benefit of any current or former Employee or independent consultant or contractor of the Business (any dependent or beneficiary thereof) or under or with respect to which Seller (or its Subsidiaries) has any current or contingent material liability or obligation with respect to the Business, but in each case excluding any plan that is a “multiemployer plan” within the meaning of ERISA Section 3(37).

“**Employment Agreement**” means any written Contract of Seller or any of its Affiliates with any individual Employee pursuant to which Seller or any of its Affiliates has an actual or

contingent liability to provide compensation and/or benefits in consideration for past, present or future services.

“**Environmental Law**” means any Law concerning the protection of the environment, pollution, contamination, natural resources, human health or safety relating to exposure to Hazardous Substances.

“**Environmental Permits**” means Governmental Authorizations required under Environmental Laws.

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

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

“**Excluded Employees**” means the employees in Section 1.1(a) of the Disclosure Schedule.

“**FCC**” means the Federal Communications Commission.

“**FCC Applications**” means those applications required to be filed with the FCC to obtain the approvals of the FCC pursuant to the Communications Act and FCC Rules necessary to consummate the transactions contemplated by this Agreement.

“**FCC Consent**” means the initial grant by the FCC of the FCC Applications.

“**FCC Licenses**” means the FCC licenses, permits and other authorizations, together with any renewals, extensions or modifications thereof and pending applications therefor, issued with respect to the Station, or otherwise granted to or held by Seller or its Subsidiaries that are material to the operations of the Station.

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

“**Fundamental Representations**” means (a) the representations and warranties set forth in Section 3.1 (Corporate Existence and Power), Section 3.2 (Corporate Authorization) and Section 3.20 (No Finder) (collectively, “**Seller Fundamental Representations**”) and (b) the representations and warranties set forth in Section 4.1 (Existence and Power), Section 4.2 (Corporate Authorization) and Section 4.8 (No Finder) (collectively, “**Buyer Fundamental Representations**”).

“**GAAP**” means the generally accepted accounting principles in the United States.

“**Governmental Authority**” means any nation or government, any federal, state or other political subdivision thereof, any entity, authority or body exercising executive, legislative,

judicial, regulatory or administrative functions of or pertaining to government, any court, tribunal or arbitrator and any self-regulatory organization (including stock exchanges).

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

**“Hazardous Substance”** means any substance, material or waste listed, defined, regulated or classified as a “pollutant” or “contaminant” or words of similar meaning or effect, or for which liability or standards of conduct may be imposed under any Environmental Law, including petroleum.

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

**“IRS”** means the Internal Revenue Service.

**“Knowledge”** means (a) with respect to Seller, the actual knowledge, after reasonable inquiry, of each individual listed in Section 1.1(b) of the Disclosure Schedule and (b) with respect to Buyer, the actual knowledge, after reasonable inquiry, of each individual listed in Section 1.1(c) of the Disclosure Schedule.

**“Laws”** means any United States, federal, state or local or any foreign law (in each case, statutory, common or otherwise), ordinance, code, rule, statute, regulation or other similar requirement or Order enacted, issued, adopted, promulgated, entered into or applied by a Governmental Authority.

**“Lien”** means, with respect to any property or asset, any mortgage, lien, pledge, charge, security interest, lease, encumbrance or other adverse claim of any kind in respect of such property or asset.

**“Loss”** means any and all losses, costs, obligations, liabilities, settlement payments, awards, judgments, fines, penalties, damages, expenses, deficiencies or other charges.

“**Market**” means the “Designated Market Area,” as determined by The Nielsen Company, of a television broadcast station.

“**Material Adverse Effect**” means any effect, change, condition, state of fact, development, occurrence or event that, individually or in the aggregate, has a material adverse effect on the financial condition, business, assets or results of operations of the Station, taken as a whole, excluding any effect, change, condition, state of fact, development, occurrence or event to the extent resulting from or arising out of (a) general economic or political conditions in the United States, (b) changes or conditions generally affecting the broadcast television industry or the Market of the Station, (c) outbreak or escalation of hostilities, acts of war (whether or not declared), terrorism or sabotage or other changes in geopolitical conditions, including any material worsening of such conditions threatened or existing as of the date hereof, (d) any pandemics, epidemics, natural disasters (including hurricanes, tornadoes, floods or earthquakes) or other force majeure events, including without limitation the COVID-19 virus, (e) any failure by the Station or by Seller or its Subsidiaries to meet any internal or published (including analyst) projections, expectations, forecasts, predictions in respect of the Station’s revenue, earnings or other financial performance or results of operations, or any failure by the Station to meet its internal budgets, plans or forecasts of its revenue, earnings or other financial performance or results of operations (provided that the underlying effect, change condition, state of fact, development, occurrence or event giving rise to or contributing to such failure may be considered), (f) changes in GAAP or the interpretation thereof or the adoption, implementation, promulgation, repeal, modification, amendment, reinterpretation, change or proposal of any Law applicable to the operation of the Business, (g) the taking of any action by Seller expressly required by this Agreement, or the taking of any action at the written request of Buyer, (h) any change in the market price or trading volume of either Seller’s securities (provided that the underlying effect, change, condition, state of fact, development, occurrence or event giving rise to or contributing to such change may be considered), (i) any actual or potential sequester, recommendation against travel, stoppage, shutdown, default or similar event or occurrence by or involving any Governmental Authority, or (j) other than with respect to the representations and warranties set forth in Section 3.3 and Section 3.4, the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, or the public announcement or pendency of this Agreement, including any resulting loss or departure of employees or the termination or reduction (or potential reduction) or any other resulting negative development in the relationships, contractual or otherwise, with any advertisers, customers, suppliers, distributors, licensees, licensors, lenders, business partners, employees or regulators, provided that, with respect to clauses (a), (b), (c), (d), (f) and (i) any effect, change, condition, state of fact, development, occurrence or event may be considered to the extent it disproportionately affects the Business compared to other participants in the broadcast television industry.

“**Multicast Agreement**” means any Contract relating to programming for exhibition on the Station’s digital multicast or non-primary programming streams.

“**MVPD**” means any multi-channel video programming distributor, including cable systems, telephone companies, direct broadcast satellite systems, online video platforms and virtual multi-channel video programming distributors.

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

“**Other Stations**” means any television broadcast station owned and/or operated by Seller or any of its Subsidiaries (other than the Station).

“**Permitted Liens**” means (a) Liens for Taxes, assessments, governmental levies, fees or charges not yet due and payable or which are being contested in good faith and by appropriate proceedings and, in each case, for which adequate reserves (as determined in accordance with GAAP) have been established on the Balance Sheet, (b) mechanics’, carriers’, workers’, repairers’ and similar statutory Liens arising or incurred in the ordinary course of business with respect to amounts not yet due and payable or which are being contested in good faith and by appropriate proceedings and for which adequate reserves (as determined in accordance with GAAP) have been established on the Balance Sheet and that would not be individually or in the aggregate materially adverse, (c) zoning, entitlement, building codes and other land use regulations, ordinances or legal requirements imposed by any Governmental Authority having jurisdiction over the Real Property that are not violated in any material respect by any existing improvement, provided such matters do not, individually or collectively, interfere with the use of Real Property as currently used in the operation of the Businesses or materially and adversely impact the commercial value of Real Property, (d) all rights relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or above Real Property, (e) all matters disclosed as a “Permitted Lien” in Section 1.1(d) of the Disclosure Schedule (provided, however, that the matters disclosed on Section 1.1(d) of the Disclosure Schedule shall be released at, and subject to the occurrence of, the Closing and shall not be Permitted Liens for purposes of Section 2.1), (f) any state of facts which an accurate survey or physical inspection of Real Property would disclose and which, individually or in the aggregate, does not materially impair the value or continued use of such real property for the purposes for which it is used by the Business, (g) restrictive covenants, easements, rights of way, encroachments, restrictions and any title exception disclosed by any title insurance commitment or title insurance policy for any such Real Property issued by a title company and delivered or otherwise made available to the Buyer, prior to the date hereof which, individually or in the aggregate, do not materially impair the value or continued use of such real property for the purposes for which it is used by such Person or Business, (h) statutory Liens in favor of lessors arising in connection with any real property subject to the Real Property Leases, (i) other defects, irregularities or imperfections of title, encroachments, easements, servitudes, permits, rights of way, flowage rights, restrictions, leases, licenses, covenants, sidetrack agreements and oil, gas, mineral and mining reservations, rights, licenses and leases, which, in each case, do not materially impair the continued use of Real Property for the purposes for which it is used by such Person or Business, (j) grants of non-exclusive licenses or other non-exclusive rights with respect to Intellectual Property that do not secure indebtedness, and (k) Liens that, individually or in the aggregate, do not, and would not reasonably be expected to, materially detract from the value of any of the property, rights or assets of Seller and its Subsidiaries or materially interfere with the use thereof as currently used by such Person or Business.

“**Person**” means an individual, group (within the meaning of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended), corporation, partnership, limited liability company, association, trust or other entity or organization, including a Governmental Authority.

“**Post-Closing Tax Period**” means any Tax period, and the portion of any Straddle Period, beginning on or after the Closing Date.

“**Pre-Closing Tax Period**” means any Tax period, and the portion of any Straddle Period, ending prior to the Closing Date.

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

“**Program Rights**” means rights to broadcast and rebroadcast television programs, feature films, shows or other television programming.

“**Prorated Taxes**” means all personal property, real property, intangible property and other ad valorem Taxes imposed on or with respect to the Business and/or the Purchased Assets for any Straddle Period.

“**Real Property**” means the Owned Real Property and the real property subject to a Real Property Lease.

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

“**Seller Credit Agreement**” means the Seventh Amended and Restated Credit Agreement, dated August 23, 2019, by and among Seller, Sinclair Broadcast Group, Inc., a Maryland corporation, JPMorgan Chase Bank, N.A. and the other parties thereto.

“**Seller Group Member**” means Seller, its Affiliates, each of their successors and assigns, and their respective directors, officers, employees, agents and representatives.

“**Settlement Agreement**” means that certain Settlement Agreement, dated January 27, 2020, by and among Nexstar Media Group, Inc., a Delaware corporation, Tribune Media Company, a Delaware corporation, and Sinclair Broadcast Group, Inc., a Maryland corporation.

“**Sharing Agreement**” means a local marketing, joint sales, shared services or similar Contract.

“**Straddle Period**” means any taxable period beginning before and ending on or after the Closing Date.

“**Subsidiary**” means with respect to any Person, any other Person (other than a natural Person) of which securities or other ownership interests (a) having ordinary voting power to elect

a majority of the board of directors or other persons performing similar functions or (b) representing more than 50% such securities or ownership interests are at the time directly or indirectly owned by such Person.

“**Tax**” means any tax, including gross receipts, profits, sales, use, occupation, value added, ad valorem, transfer, gains, license, conveyance, franchise, withholding, payroll, employment, capital, goods and services, gross income, net income, business, environmental, severance, service, service use, unemployment, social security, national insurance, stamp, custom, excise or real or personal property, registration, minimum tax, alternative or add-on minimum or estimated taxes, or other like assessment or charge, together with any interest, penalty, addition to tax or additional amount imposed with respect thereto, whether disputed or not.

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

“**Taxing Authority**” means any Governmental Authority responsible for the imposition of any Tax (domestic or foreign).

“**Third Party**” means any Person other than Buyer, Seller, or any of their respective Affiliates.

“**Trade Agreement**” means any Contract, oral or written, other than film and program barter agreements, pursuant to which Seller has agreed to sell or trade commercial air time or commercial production services of a Station in consideration for any property or service in lieu of cash; provided, however, that Trade Agreements (and Assumed Liabilities with respect thereto) shall include only those Contracts for which the obligation in respect of a Station for commercial air time or commercial production services was agreed upon in the ordinary course of business.

“**Transfer Taxes**” means all transfer, documentary, excise, sales, value added, goods and services, use, stamp, registration and other similar Taxes, and all conveyance fees, recording charges and other similar fees and charges, incurred in connection with the consummation of the transactions contemplated by this Agreement.

“**Treasury Regulation**” means regulations promulgated under the Code.

**Section 1.2. Table of Definitions.** Each of the following terms is defined in the Section set forth opposite such term:

<b>Term</b>	<b>Section</b>
Accounts Receivable	Section 6.4
Active Employees	Section 6.2(a)
Agreement	Preamble
Appraisal	Section 2.9
Assignment of FCC Licenses	Section 2.7(a)
Assumed Liabilities	Section 2.3(a)

<b>Term</b>	<b>Section</b>
Balance Sheet	Section 3.5
Balance Sheet Date	Section 3.5
Bill of Sale and Assignment and Assumption Agreement	Section 2.7(a)
Buyer	Preamble
Buyer Ancillary Agreements	Section 4.2
Buyer Fundamental Representations	Section 1.1
Buyer's 401(k) Plan	Section 6.2(c)
Channel Sharing Agreement	Section 3.17(a)(v)
Claim Notice	Section 8.4(a)
Closing	Section 2.4
Closing Date	Section 2.4
Closing Date Adjustments	Section 2.6(a)
Collection Period	Section 6.4
Confidentiality Agreement	Section 5.4(b)
Copyrights	Section 1.1
Disclosure Schedule	Section 10.4
Employment Commencement Date	Section 6.2(a)
Enforceability Exceptions	Section 3.2
Excluded Assets	Section 2.2
Excluded Liabilities	Section 2.3(b)
409A Authorities	Section 3.14(f)
Inactive Employees	Section 6.2(a)
Incentive Auction & Repack	Section 3.8(h)
Indemnified Party	Section 8.4(a)
Indemnitor	Section 8.4(a)
Independent Accountant	Section 2.6(b)
Marks	Section 1.1
Multi-Station Contract	Section 5.5
MVPD Agreement	Section 3.19
Owned Real Property	Section 3.11
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Phase I Environmental Assessment	Section 5.8
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Purchased Intellectual Property	Section 2.1(d)
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Seller	Preamble
Seller Ancillary Agreements	Section 3.2
Seller Fundamental Representations	Section 1.1
Seller's 401(k) Plan	Section 6.2(c)

<b>Term</b>	<b>Section</b>
Seller's Statement	Section 6.4
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Station	Recitals
Surveys	Section 5.7
Tangible Personal Property	Section 2.1(c)
Termination Date	Section 9.1(a)(vi)
Third Person Claim Notice	Section 8.5(a)
Title Commitments	Section 5.7
Trade Secrets	Section 1.1
Transferred Employees	Section 6.2(a)
Transition Services Agreement	Section 2.7(a)
WARN Act	Section 6.2(h)

**Section 1.3. Other Definitional and Interpretative Provisions.** The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The descriptive headings used herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in, and made a part of, this Agreement, as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. The definitions contained in this Agreement are applicable to the masculine as well as to the feminine and neuter genders of such term. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any statute shall be deemed to refer to such statute and to any rules or regulations promulgated thereunder. References to any Contract are to that Contract as amended, modified or supplemented (including by waiver or consent) from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person. References herein to “\$” or dollars will refer to United States dollars, unless otherwise specified. References from or through any date mean, unless otherwise specified, from and including such date or through and including such date, respectively. References to any period of days will be deemed to be to the relevant number of calendar days, unless otherwise specified. The word “or” shall not be exclusive. The word “extent” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if”. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day. In the event an ambiguity or question of intent or

interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

## ARTICLE II

### PURCHASE AND SALE OF PURCHASED ASSETS

**Section 2.1. Purchase and Sale of Purchased Assets.** Upon the terms and subject to the conditions of this Agreement, at the Closing, Seller shall, and/or shall cause its Subsidiaries to, sell, transfer, assign, convey and deliver to Buyer, and Buyer shall purchase from Seller and/or its Subsidiaries, pursuant to this Agreement, free and clear of all Liens (except for Permitted Liens), all of the right, title and interest of Seller and its Subsidiaries in and to the assets and properties (excepting only the Excluded Assets) of every kind and description, real, personal or mixed, tangible or intangible, then owned or held by Seller or any of its Subsidiaries and used or held for use primarily in the Business (except as otherwise expressly set forth below) (herein collectively referred to as the “Purchased Assets”), including, all right, title and interest of Seller or any of its Subsidiaries as of the Closing to the following (excepting only the Excluded Assets):

(a) (x) The FCC Licenses and (y) all other assignable Governmental Authorizations primarily related to, and material to the operation of, the Station, and including any applications therefor and renewals or modifications thereof;

(b) All Owned Real Property;

(c) All studios, machinery, equipment (including cameras, computers and office equipment), auxiliary facilities, transmitting towers, transmitters, broadcast equipment, antennae, supplies, inventory (including all films, programs, records, tapes, recordings, compact discs, cassettes, spare parts and equipment), vehicles, furniture and other tangible personal property owned, used or held for use by Seller or its Subsidiaries primarily in the Business (“Tangible Personal Property”) except for any retirements or dispositions thereof made between the date hereof and the Closing in accordance with Section 5.1;

(d) All Intellectual Property owned by Seller or its Subsidiaries and used or held for use primarily in the Business (the “Purchased Intellectual Property”), including the domain names and the call signs set forth on Section 2.1(d) of the Disclosure Schedule but, for the avoidance of doubt, excluding any Intellectual Property used primarily in connection with any of the Other Stations;

(e) Subject to Section 5.5, (i) all Contracts of Seller or any of its Subsidiaries to the extent such Contracts are primarily for the sale or barter of broadcast time on the Station for advertising purposes; (ii) all Contracts of Seller or any of its Subsidiaries to the extent such Contracts are for the purchase, lease or license, as applicable, of merchandise, supplies, equipment, or other tangible personal property, or for the receipt of services, in each case used or held for use primarily in the Business; (iii) all non-competition, non-solicitation, and/or confidentiality agreements to the extent pertaining to the Station or the Business; (iv) the Real

Property Leases and the Contracts under which Seller or any of its Subsidiaries has leased any Owned Real Property or has subleased any real property subject to a Real Property Lease; (v) all Contracts listed in Section 3.17(a) of the Disclosure Schedule (other than, for the avoidance of doubt, all retransmission consent Contracts with respect to an MVPD and retransmission consent agreements related to the Station that are not set forth on Section 2.1(k) of the Disclosure Schedule); and (vi) any other Contracts entered into by Seller or any of its Subsidiaries primarily for the Business which (A) was entered into prior to the date hereof and is of the general nature described in clauses (ii), (iii), **Error! Reference source not found.**, (vi) or (viii) of Section 3.17(a), but which, by virtue of the threshold amounts or other specific terms set forth in such subsections, is not required to be listed in Section 3.17(a) of the Disclosure Schedule or (B) is entered into after the date hereof consistent with the provisions of Section 5.1;

(f) All claims or causes of action of Seller or any of its Subsidiaries, as applicable, against Third Parties solely to the extent that any such claims or causes of action arise out of (i) the Purchased Assets after the Cutoff Time or (ii) the Assumed Liabilities;

(g) All management and other systems (including computers and peripheral equipment), databases, computer software, disks and similar assets owned by Seller or any of its Subsidiaries which are used or held for use primarily in the Business, and all licenses of Seller or any of its Subsidiaries, to the extent primarily relating thereto;

(h) All books and records of Seller or any of its Subsidiaries that relate primarily to the Business, including all files, logs, programming information and studies, technical information and engineering data, news and advertising studies or consulting reports, client/advertiser lists, sales and audience data, credit and sales reports and sales correspondence primarily relating to the Business, and further including all personnel files with respect to all Transferred Employees, but excluding records relating to Excluded Assets or the Other Stations;

(i) All prepaid expenses (except for prepaid insurance or to the extent related to the Excluded Assets) and security deposits (solely to the extent transferable in accordance with their respective terms) arising from payments made by Seller or any of its Subsidiaries in the ordinary course of the operation of the Business prior to the Cutoff Time for goods or services used or held for use primarily in the Business, where such goods or services have not been received prior to the Closing, as allocated in accordance with Section 2.6(a);

(j) Websites, social media accounts and mobile apps used primarily in the Business; and

(k) Any Contracts or assets listed in Section 2.1(k) of the Disclosure Schedule.

**Section 2.2. Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets shall not include the following (herein referred to as the "Excluded Assets"):

(a) Any cash or cash equivalents (including any marketable securities or certificates of deposit but excluding any security deposits included as Purchased Assets), of Seller, other than petty cash held at the Station;

- (b) All bank and other depository accounts of Seller or any of its Subsidiaries;
- (c) All accounts receivable outstanding at the Cutoff Time generated by the Business prior to the Closing;
- (d) All Tangible Personal Property of Seller or any of its Subsidiaries, as applicable, sold, transferred, retired or otherwise disposed of between the date of this Agreement and the Closing not as a result of a violation of Section 5.1;
- (e) Except as set forth in Section 2.1(k) of the Disclosure Schedule, any Contract that (i) is not a Purchased Asset, (ii) is a retransmission Contract, (iii) is a retransmission consent Contract with respect to an MVPD, or (iv) by its terms, terminates or expires (and is not renewed or extended by Seller or any of its Subsidiaries) prior to the Closing, in each case, including, but not limited to, the items listed on Section 2.2(e) of the Disclosure Schedules;
- (f) All claims, rights and interests of Seller or any of its Subsidiaries in and to any refunds of Taxes of any nature whatsoever, including all items of loss, deduction or credit for Tax purposes, in each case, relating to (i) the Business, the Purchased Assets or the Assumed Liabilities for, or applicable to, periods (or portions thereof) ending on or prior to the Closing Date, (ii) any Excluded Liability or (iii) any other Excluded Asset;
- (g) Any rights, claims or causes of action of Seller or any of its Subsidiaries, whether mature, contingent or otherwise against Third Parties relating to the assets, properties or operations of the Business prior to the Closing Date (including all amounts payable to Seller or any of its Subsidiaries, if any, from the United States Copyright Office or such arbitration panels as may be appointed by the United States Copyright Office that relate to the Business prior to the Closing that have not been paid as of the Closing, but excluding any such rights, claims or causes of action to the extent relating to the Assumed Liabilities and included as Purchased Assets pursuant to Section 2.1(f));
- (h) All bonds held, Contracts or policies of insurance and prepaid insurance with respect to such Contracts or policies;
- (i) All minute books, stock transfer books, records relating to formation or incorporation, Tax Returns and related documents and supporting work papers and any other records and returns of Seller or its Affiliates relating to Taxes, assessments and similar governmental levies (other than real and personal property Taxes, assessments and levies imposed on the Purchased Assets) and any books and records Seller or any of its Affiliates not primarily relating to the Business;
- (j) Any rights of Seller or any of its Subsidiaries under any non-transferable shrink-wrapped or click-wrapped licenses of computer software and any other non-transferable licenses of computer software;
- (k) All records prepared in connection with or relating to the sale or transfer of the Station, including bids received from Third Parties and analyses relating to the Station and the Purchased Assets;

- (l) The items designated in Section 2.2(1) of the Disclosure Schedule as “Excluded Assets”;
- (m) The Retained Names and Marks;
- (n) All Intellectual Property of Seller or any of its Subsidiaries (other than the Purchased Intellectual Property);
- (o) All real and personal, tangible and intangible assets of Seller or any of its Subsidiaries that are used or held for use in any respect in the operation of the Other Stations (including, without limitation, any such assets that are used both in the operation of the Station and in the operation of the Other Stations other than such assets used primarily in the operation of the Station);
- (p) All records and documents relating to the Other Stations, the Excluded Assets or to liabilities other than Assumed Liabilities;
- (q) All capital stock or other equity securities of Seller, and all other equity interests in any entity that are owned beneficially or of record by Seller or its Subsidiaries;
- (r) Other than as set forth in Section 6.2, all of the benefit or compensation agreements, plans or arrangements sponsored or maintained by Seller or its Subsidiaries (including, without limitation, all Employee Plans) and any assets of any such agreements, plans or arrangements;
- (s) Any intercompany receivables of the Business from Seller or any of its Subsidiaries;
- (t) Any rights of or payment due to Seller under or pursuant to this Agreement or the other agreements with Buyer or any of its Affiliates contemplated hereby; and
- (u) Any other assets of Seller or any of its Subsidiaries that are not primarily used or held for use in the Business.

**Section 2.3. Assumption of Liabilities.**

(a) Upon the terms and subject to the conditions of this Agreement, as of the Closing, Buyer shall assume and shall thereafter be obligated for, and shall agree to pay, perform and discharge in accordance with their terms, only the following obligations and liabilities of Seller or its Subsidiaries, whether direct or indirect, known or unknown (except to the extent such obligations and liabilities constitute Excluded Liabilities):

(i) All liabilities and obligations arising with, or relating to, the operation of the Station, including the owning or holding of the Purchased Assets, on and after the Closing Date;

(ii) All liabilities and obligations to the extent relating to the Business or the Purchased Assets arising out of Environmental Laws, excluding all such liabilities

and obligations that, to the Knowledge of Seller, have arisen prior to the Closing or that are reasonably likely to arise following the Closing;

(iii) Subject to Section 5.5, all liabilities and obligations under the Station Agreements and other Contracts included as Purchased Assets, in each case, for the avoidance of doubt, only to the extent that such liabilities or obligations arise in connection with, or relate to, the period of time on or after the Closing Date;

(iv) (A) All Taxes of Buyer for any Tax period not relating to the Purchased Assets, (B) all Taxes for a Post-Closing Tax Period (including any Prorated Taxes for the portion of any Straddle Period beginning on or after the Closing Date (determined in accordance with Section 6.1)) and (C) any Transfer Taxes that are the responsibility of Buyer pursuant to Section 6.1; and

(v) All liabilities and obligations of Buyer or its Affiliates pursuant to Section 6.2 or, to the extent prorated, Section 2.6 hereof.

All of the foregoing to be assumed by Buyer hereunder are referred to herein as the “Assumed Liabilities.”

(b) Buyer shall not assume or be obligated for any of, and Seller or any of its Subsidiaries, as applicable, shall solely retain, pay, perform, discharge and be obligated with respect to all of its liabilities or obligations of any and every kind whatsoever, direct or indirect, known or unknown, not expressly assumed by Buyer under Section 2.3(a) (herein referred to as “Excluded Liabilities”) and, without limiting the generality of the foregoing and notwithstanding anything to the contrary in Section 2.3(a), none of the following shall be “Assumed Liabilities” for purposes of this Agreement:

(i) (A) All Taxes of Seller or any of its Affiliates, as applicable, for any Tax period not relating to the Purchased Assets, (B) all Taxes (1) for a Pre-Closing Tax Period (including any Prorated Taxes for the portion of any Straddle Period prior to the Closing Date (determined in accordance with Section 6.1)) or (2) arising from the sale of the Purchased Assets and assumption of the Assumed Liabilities pursuant to this Agreement, other than any Transfer Taxes, and (C) any Transfer Taxes that are the responsibility of Seller pursuant to Section 6.1;

(ii) Other than as set forth in Section 6.2 or prorated pursuant to Section 2.6, any of the liabilities or obligations under the benefit or compensation agreements, plans or arrangements sponsored or maintained by Seller or its Affiliates (including, without limitation, all Employee Plans and any commitments by or behalf of Seller or any of its Subsidiaries to grant, pay or settle any long-term incentive or equity award or retention, transaction or other special bonus to any current or former employee of the Business);

(iii) Any intercompany payables of the Business owing to Seller or its Affiliates, as applicable;

(iv) Any liabilities or obligations of Seller or any of its Subsidiaries under this Agreement or the Seller Ancillary Agreements (except as set forth in Section 6.2(c));

(v) Any liabilities or obligations, including forfeiture expenses and fines, arising from any complaints with or enforcement actions by the FCC or any other Governmental Authority in respect of events that occurred prior to the Closing;

(vi) All liabilities and obligations arising with, or relating to, the operation of the Station, including the owning or holding of the Purchased Assets, prior to the Closing Date;

(vii) Any liabilities or obligations arising with, or relating to, any of the Excluded Assets or Excluded Employees; and

(viii) Any liabilities or obligations related to the indebtedness of Seller or any of its Affiliates.

**Section 2.4. Closing Date.** Subject to the provisions of this Agreement, the purchase and sale of the Purchased Assets provided for in Section 2.1 (the “Closing”) shall take place at 10:00 a.m., Eastern Time, on the date that is five (5) Business Days following the satisfaction or, if legally permissible, waiver of the conditions set forth in ARTICLE VII (other than those conditions that by their nature are to be satisfied (or validly waived) at the Closing, but subject to such satisfaction or waiver), or such other time as may be determined by mutual agreement of Seller and Buyer, at the offices of Debevoise & Plimpton LLP, 919 Third Avenue, New York, New York, 10022. The date on which the Closing occurs in accordance with this Section 2.4 shall be referred to herein as the “Closing Date”.

**Section 2.5. Purchase Price.** The purchase price for the Purchased Assets (the “Purchase Price”) shall be equal to eighteen million dollars (\$18,000,000), subject to adjustment as provided in Section 2.6. Buyer shall pay, or cause to be paid, the Purchase Price at the Closing by wire transfer in immediately available funds to the account or account(s) designated by Seller.

**Section 2.6. Proration and Adjustments.**

(a) The Purchase Price shall be (i) decreased by the aggregate amount of all Assumed Financing Lease Obligations as of the Cutoff Time and (ii) increased or decreased, as applicable, by the net amount due to Buyer or Seller, as applicable, pursuant to the prorations to be made pursuant to Section 2.6(b). The prorations and adjustments to be made pursuant to this Section 2.6 are referred to herein as the “Closing Date Adjustments.”

(b) All income and expenses arising from the Purchased Assets and the Assumed Liabilities, including, without limitation, prepaid expenses, Prorated Taxes (but excluding accounts receivable of Seller), annual regulatory fees payable to the FCC, power and utilities charges, and rents and similar prepaid and deferred items shall be prorated between Seller and Buyer in accordance with GAAP to reflect the principle that Seller shall be entitled to all income and be responsible for all expenses arising from the Purchased Assets and the

Assumed Liabilities through the Cutoff Time and Buyer shall be entitled to all income and be responsible for all expenses arising from the Purchased Assets and the Assumed Liabilities after the Cutoff Time. Without limiting the foregoing, the portion of accrued vacation and personal time (but not sick leave) for Transferred Employees that is accrued by Seller or its Subsidiaries for periods on or prior to the Closing Date shall, to the extent usable after Closing under the policy of Buyer, be included in prorations under this Section 2.6. Notwithstanding anything in this Section 2.6 to the contrary, (i) except as set forth herein, with respect to Trade Agreements for the sale of time for goods or services assumed by Buyer, if at the Cutoff Time, the Trade Agreements have an aggregate negative balance (i.e., the amount by which the value of air time the Station are obligated to provide after the Cutoff Time exceeds the fair market value of corresponding goods and services to be received by the Station after such date), there shall be no proration or adjustment, unless the aggregate negative balance of the Station's Trade Agreements exceeds \$10,000, in which event only such excess shall be treated as prepaid time sales of the Station, and adjusted for as a proration in Buyer's favor, (ii) there shall be no proration under this Section 2.6 to the extent there is an aggregate positive balance with respect to the Station's Trade Agreements, (iii) there shall be no proration under this Section 2.6 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 Cutoff Time, in which case the amount payable in the payment period will be prorated based on the number of days in such period and (iv) there shall be no proration for the obligations of Buyer set forth in Section 6.2(c).

(c) At least three (3) Business Days prior to the Closing Date, Seller shall estimate all Closing Date Adjustments pursuant to this Section 2.6 and shall deliver a statement of its estimates to Buyer (which statement shall set forth in reasonable detail the basis for those estimates). At the Closing, the net amount due to Buyer or Seller, as applicable, as a result of the estimated Closing Date Adjustments shall be applied as an adjustment to the Purchase Price. Within ninety (90) days after the Closing, Buyer shall deliver to Seller a statement of any adjustments to Seller's estimate of the Closing Date Adjustments, and no later than the close of business on the thirtieth (30th) day after the delivery of such statement (the "Payment Date"), Buyer shall pay to Seller, or Seller shall pay to Buyer, as the case may be, any amount due as a result of the adjustment (or, if there is any good faith dispute, the undisputed amount). Except with respect to items that Seller notifies Buyer that it objects to prior to the close of business on the date that is at least one (1) Business Day prior to the Payment Date, the adjustments set forth in Buyer's statement shall be final and binding on the parties effective at the close of business on the Payment Date. If Seller disputes Buyer's determinations or Buyer disputes Seller's determinations, the parties shall consult with regard to the matter and an appropriate adjustment and payment shall be made as agreed upon in writing by the parties within thirty (30) days after the Payment Date. If such thirty (30) day period expires, and the dispute has not been resolved, then the parties shall select a mutually acceptable, nationally recognized independent accounting firm that does not then have a relationship with Seller or Buyer (the "Independent Accountant"), to resolve the disagreement and make a determination with respect thereto as promptly as practicable. The determination by the Independent Accountant on the matter shall be binding. If an Independent Accountant is engaged pursuant to this Section 2.6, the fees and expenses of the Independent Accountant shall be borne by Seller and Buyer in inverse proportion as such parties may prevail on the resolution of the disagreement, which proportionate allocation also will be determined by the Independent Accountant and be included

in the Independent Accountant's written report, and an appropriate adjustment and payment shall be made within three (3) Business Days of the resolution by the Independent Accountant, and the parties shall use reasonable best efforts to cause such resolution to be rendered within thirty (30) days after such submission.

### **Section 2.7. Closing Date Deliveries.**

(a) At the Closing, Seller shall deliver, and/or cause one or more of its Subsidiaries to deliver, to Buyer (i) duly executed counterparts of a bill of sale and assignment and assumption agreement, substantially in the form of Exhibit A (the "Bill of Sale and Assignment and Assumption Agreement"), providing for the conveyance of all of the Purchased Assets (other than the Owned Real Property and the FCC Licenses) and the assumption of all of the Assumed Liabilities, (ii) duly executed counterparts of an assignment of the FCC Licenses from Seller, substantially in the form of Exhibit B (the "Assignment of FCC Licenses"), assigning to Buyer the FCC Licenses and all other assignable Governmental Authorizations issued by the FCC primarily related to, and material to the operation of, the Station, (iii) duly executed counterparts of a transition services agreement, substantially in the form of Exhibit C (the "Transition Services Agreement"), (iv) a special or limited warranty deed (in the customary form for such jurisdiction) conveying to Buyer the Owned Real Property that constitutes Purchased Assets, (v) specific assignment and assumption agreements duly executed by Seller, as applicable, relating to any agreements included as Purchased Assets that Buyer or Seller have determined to be reasonably necessary to assign such agreements to Buyer and for Buyer to assume the Assumed Liabilities thereunder, (vi) a duly executed certificate of non-foreign status that meets the requirements set forth in Treasury Regulations Section 1.1445-2(b)(2), (vii) the certificate required to be delivered by Seller pursuant to Section 7.2(c)(i), and (viii) such other documents and instruments as are reasonably necessary to consummate the transactions contemplated hereby.

(b) At the Closing, Buyer shall deliver to Seller (i) the Purchase Price in accordance with Section 2.5, (ii) duly executed counterparts to (A) the Bill of Sale and Assignment and Assumption Agreement, (B) the Assignment of FCC Licenses, (C) the Transition Services Agreement, (iii) specific assignment and assumption agreements duly executed by Buyer relating to any agreements included as Purchased Assets that Buyer or Seller have determined to be reasonably necessary to assign such agreements to Buyer or for Buyer to assume the Assumed Liabilities thereunder, (iv) the certificate required to be delivered by Buyer pursuant to Section 7.3(c)(i) and (v) such other documents and instruments as are reasonably necessary to consummate the transactions contemplated hereby.

(c) All payments made pursuant to this Section 2.7 shall be treated for Tax purposes only as an adjustment to the Purchase Price to the maximum extent permitted by applicable Law.

### **Section 2.8. Further Assurances.**

(a) From time to time following the Closing, Seller shall execute and deliver, or cause to be executed and delivered, to Buyer such other instruments of conveyance and transfer as Buyer may reasonably request or as may otherwise be necessary to effectively

convey and transfer to, and vest in, Buyer, and put Buyer in possession of, all or any portion of the Purchased Assets.

(b) To the extent that any Station Agreement or other Contract included as a Purchased Asset cannot be assigned without consent and such consent is not obtained prior to the Closing, (i) this Agreement shall not constitute an agreement to assign the same if an attempted assignment would constitute a breach thereof, (ii) Seller shall use reasonable best efforts to provide to Buyer the benefits of any such Contract (including sub-contracting, sub-licensing, occupancy and use agreements or sub-leasing to Buyer or its Affiliates any such Contract and enforcement by Seller or its Affiliates for the benefit of Buyer or its Affiliates, as applicable, of any and all rights of Seller and its Affiliates against a Third Party thereto), (iii) to the extent that Buyer actually receives the benefits of any such Contract, Buyer shall perform or discharge on behalf of Seller all obligations and liabilities under such Contract that would constitute Assumed Liabilities if such Contract were effectively assigned to Buyer and (iv) Seller and Buyer shall, and shall cause their respective Affiliates to, use commercially reasonable efforts to obtain such consent (provided that Seller, Buyer and their respective Affiliates shall not have any obligation to offer or pay any consideration in order to obtain any such consent, nor shall Buyer have any obligation to amend, modify or otherwise alter the terms of any such Contract). Once such consent, or waiver thereof, is obtained following the Closing Date, Seller shall or shall cause its Affiliates to sell, transfer, assign, convey or deliver to Buyer the relevant Purchased Asset to which such consent or waiver relates for no additional consideration and Buyer shall, from and after the effective date of such transfer, assignment, conveyance or delivery, assume, and shall thereafter pay, perform and discharge as and when due, all Assumed Liabilities of Seller or any of its Subsidiaries arising under such Contract in accordance with the terms of this Agreement.

(c) From time to time following the Closing, Buyer shall execute and deliver, or cause to be executed and delivered, to Seller such other undertakings and assumptions as Seller may reasonably request or as may be otherwise necessary to effectively evidence Buyer's assumption of and obligation to pay, perform and discharge the Assumed Liabilities.

(d) Seller shall, and shall cause its Affiliates to, promptly pay or deliver (without right of set off) to Buyer (or its designated Affiliates) any monies or checks in connection with, arising out of, or relating to the Business, the Purchased Assets or the Assumed Liabilities that have been sent to Seller or any of its Affiliates after the Closing by customers, suppliers or other contracting parties of the Business or the Purchased Assets to the extent such monies or checks are not Excluded Assets. If, following the Closing, Buyer or Seller becomes aware that Seller or its Affiliates owns or holds any asset or right that constitutes a Purchased Asset but which has not been transferred to Buyer in connection with the consummation of the transactions hereunder, such party shall promptly inform the other party of that fact. Thereafter, at the request of Buyer, Seller shall execute, or cause the relevant Affiliate of Seller to execute, such documents as may be reasonably necessary to cause the transfer of any such asset or right to Buyer or any other entities designated by Buyer for no additional consideration, and Buyer shall do all such things reasonably necessary to facilitate such transfer.

(e) Buyer shall, and shall cause its applicable Affiliates to, promptly pay or deliver (without right of set off) to Seller or any of its Affiliates any monies or checks to the

extent they are not due to the Business or a Purchased Asset (or any other business of Buyer or any of its Affiliates) or are in respect of an Excluded Asset or Excluded Liability hereunder that have been sent to Buyer or any of its Affiliates after the Closing by customers, suppliers or other contracting parties of Seller or any of its Affiliates. If, following the Closing, Buyer or Seller becomes aware that Buyer or any of its Affiliates owns or holds any asset or right that is not a Purchased Asset and that was owned by Seller or any of its Affiliates immediately prior to the Closing, such party shall promptly inform the other party of that fact. Thereafter, at the request of Seller, Buyer shall execute, or cause the relevant Affiliate of Buyer to execute, such documents as may be reasonably necessary to cause the transfer of any such asset or right to Seller or such other Person designated by Seller for no consideration, and Seller shall do all such things reasonably necessary to facilitate such transfer.

**Section 2.9. Allocation of Purchase Price.** Within ninety (90) days of Closing, Buyer shall deliver to Seller a proposed allocation of the Purchase Price (as determined for federal income tax purposes) among the Purchased Assets. The proposed allocation shall be prepared in accordance with Section 1060 of the Code and the Treasury Regulations. Within thirty (30) days of the receipt of the proposed allocation, Seller shall provide Buyer with any comments to such allocation. A failure to respond within such thirty (30) day period shall be deemed acceptance of the proposed allocation as the final allocation. In the event Seller timely notifies Buyer of its disagreement with the proposed allocation, the parties shall work together in good faith to settle their differences no later than sixty (60) prior to the earliest due date (taking into account, for these purposes, any applicable extension of a due date) for the filing of a Tax Return to which such allocation is relevant. If the parties are unable to settle their differences, then (i) each of Buyer and Seller shall have the right to allocate the purchase price among the Purchased Assets in the manner it determines appropriate and to prepare all applicable Tax Returns and financial statements consistent with such allocation, and (ii) neither party shall have any obligation to the other party in connection with such allocation. Each party shall update its allocation to take in to account any adjustment to the Purchase Price. Buyer shall have no liability to Seller, and Seller shall have no liability to Buyer, for any additional Taxes that may be imposed by any Taxing Authority to the extent such liability arises solely as a result of inconsistencies between separate allocations described in the previous sentence.

**Section 2.10. Withholding.** Buyer and its designees shall be entitled to withhold and deduct from the consideration otherwise payable pursuant to this Agreement such amounts as such Person is required to deduct and withhold with respect to the making of such payment under the Code or any applicable provision of state, local or foreign Tax law; provided that, except with respect to any withholding required as a result of Seller's failure to comply with Section 2.7(a)(vi), Buyer shall, prior to such withholding on any payment to Seller, provide written notice to Seller of its intent to withhold and provide Seller with the reasonable opportunity to provide such forms or other evidence as may reduce, eliminate or mitigate such withholding. To the extent that amounts are so withheld in accordance with applicable Law, such amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of which such deduction and withholding were made.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF SELLER

Except as set forth on the Disclosure Schedule (subject to Section 10.5), Seller represents and warrants to Buyer that:

**Section 3.1. Corporate Existence and Power.** Seller is a corporation duly incorporated, validly existing and in good standing under the Laws of the State of Maryland. Seller and its Subsidiaries have all corporate or similar power and authority to operate the Station as now operated by it, to use the Purchased Assets as now used by it and to carry on the Business as now conducted by it, except where any failure to have such power or authority or to be so qualified would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

**Section 3.2. Corporate Authorization.** Seller has all requisite corporate power and authority to execute and deliver this Agreement; and Seller or its Subsidiaries, as applicable, have all requisite corporate power and authority to execute and deliver all of the other agreements and instruments to be executed and delivered by Seller or such Subsidiary, as applicable, pursuant hereto (collectively, the “Seller Ancillary Agreements”), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and Seller Ancillary Agreements by each of Seller or its Subsidiaries, as applicable, the performance of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate or similar action on the part of Seller or its Subsidiaries, as applicable, and no other corporate or similar proceeding on the part of such Seller or its Subsidiaries is necessary to authorize the execution and delivery of this Agreement and Seller Ancillary Agreements, the performance by any of Seller or its Subsidiaries, as applicable, of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby. This Agreement and each Seller Ancillary Agreement, assuming due authorization, execution and delivery by Buyer, constitutes or will constitute a valid and binding obligation of Seller or its Subsidiaries, as applicable, enforceable against Seller or its Subsidiaries, as applicable, in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium, receivership or other similar Laws relating to or affecting creditors’ rights generally and by general principles of equity (regardless of whether enforceability is considered in a proceeding in equity or at Law) (collectively, the “Enforceability Exceptions”).

**Section 3.3. Governmental Authorization.** The execution and delivery of this Agreement by Seller and the performance of its obligations hereunder require no action by or in respect of, or filing with, any Governmental Authority, other than (a) the filing of the FCC Applications and obtaining the FCC Consent, together with any reports or informational filings required in connection therewith under the Communications Act and the FCC Rules and (b) any actions or filings the absence of which would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

**Section 3.4. Non-Contravention.** The execution and delivery of this Agreement and the Seller Ancillary Agreements by each Seller and the performance of its obligations hereunder and thereunder do not and will not, assuming the authorizations, consents and approvals referred to in clause (a) of Section 3.3 are obtained (a) conflict with or breach any provision of the certificate of incorporation or bylaws of Seller, (b) conflict with or breach any

provision of any Law or Order, (c) conflict with or breach, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit under, any provision of any Station Agreement or any material indenture, note, mortgage, lease or guaranty to which Seller or any of its Subsidiaries is party or which is binding upon Seller or any of its Subsidiaries, any of the Purchased Assets or any license, franchise, permit, certificate, approval or other similar authorizations affecting the Business, in each case, for the avoidance of doubt, other than any Contract set forth in Section 2.2(e) of the Disclosure Schedules, or (d) result in the creation or imposition of any Lien, other than any Permitted Lien, on any of the Purchased Assets, except, in the case of each of clauses (b), (c) and (d), as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

**Section 3.5. Financial Statements.** Section 3.5 of the Disclosure Schedule contains (a) the unaudited balance sheets of the Business with respect to the Station as of December 31, 2019 and December 31, 2018, respectively, and the related unaudited statements of broadcast cash flow for the periods then ended and (b) the unaudited balance sheet of the Business with respect to the Station as of May 31, 2020 (the “Balance Sheet” and such date, the “Balance Sheet Date”) and the related unaudited statement of broadcast cash flow for the five months then ended. Each of such balance sheets and statements of broadcast cash flow (i) fairly present in all material respects the financial position and results of operations of the Business with respect to the Station as of their respective dates and for the respective periods covered thereby and (ii) have been derived from the books and records of Seller relating to the Business. The financial books and records of Seller relating to the Business have been properly and accurately maintained in all material respects and have been maintained in accordance with sound business practices.

**Section 3.6. Absence of Certain Changes.**

(a) Since December 31, 2019 through the date of this Agreement, there has not been any effect, change, development or occurrence that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(b) Since December 31, 2019 through the date of this Agreement, except for (i) events giving rise to and the discussion and negotiation of this Agreement and (ii) changes to address or adapt to the COVID-19 virus (a general description of which is set forth on Section 3.6 of the Disclosure Schedule), the Business has been conducted in all material respects in the ordinary course of business consistent with past practice.

**Section 3.7. No Undisclosed Material Liabilities.** There are no liabilities or obligations of the Business that would be required by GAAP, as in effect on the date hereof, to be reflected on the balance sheet of the Station prepared in accordance with GAAP (including the notes thereto), other than (a) liabilities or obligations disclosed, reflected, reserved against or otherwise provided for in the Balance Sheet or in the notes thereto, (b) liabilities or obligations incurred in the ordinary course of business since the Balance Sheet Date, (c) liabilities or obligations arising out of the preparation, negotiation and consummation of the transactions contemplated by this Agreement or to be performed in the ordinary course of business pursuant

to the Station Agreements or other Contracts included in the Purchased Assets and (d) liabilities or obligations that have not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

**Section 3.8. Compliance with Laws and Court Orders; Governmental Authorizations.**

(a) Except for matters that have not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Seller and its Subsidiaries operate and, since January 1, 2017, have operated the Station in compliance with all Laws and Orders applicable to the Station, and to the Knowledge of Seller, neither Seller nor its Subsidiaries is under investigation by any Governmental Authority with respect to any violation of any Law or Order applicable to the Station.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) Seller or one of its Subsidiaries holds or possesses all Governmental Authorizations necessary for the ownership and operation of the Station as presently conducted, and each such Governmental Authorization is in full force and effect, (ii) Seller and its Subsidiaries are, and have been since January 1, 2017, in compliance with the terms of all Governmental Authorizations necessary for the ownership and operation of the Station as presently conducted and (iii) since January 1, 2017, neither Seller nor its Subsidiaries has received written notice from any Governmental Authority alleging any conflict with or breach of any such Governmental Authorization necessary for the ownership and operation of the Station as presently conducted. There are no material Governmental Authorizations other than the FCC Licenses.

(c) Neither Seller's entry into this Agreement nor the consummation of the transactions contemplated hereby will require any grant or renewal of any waiver granted by the FCC applicable to Seller or the Station.

(d) Section 3.8 of the Disclosure Schedule sets forth a list of each of the FCC Licenses held by Seller or any of its Subsidiaries as of the date of this Agreement. The FCC Licenses set forth on Section 3.8 of the Disclosure Schedule constitute all of the FCC Licenses and all other assignable Governmental Authorizations issued by the FCC primarily related to, and material to the operation of, the Station, and, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each FCC License is in effect in accordance with its terms and has not been revoked, suspended, canceled, rescinded, terminated or expired. The FCC Licenses have been issued for the terms expiring as indicated on Section 3.8 of the Disclosure Schedule and are not subject to any material condition except for those conditions appearing on the face of the FCC Licenses and conditions applicable to broadcast licenses generally or as otherwise disclosed in Section 3.8 of the Disclosure Schedule. There is not (i) any pending, or, to the Knowledge of Seller, threatened, Proceeding by or before the FCC to revoke, suspend, cancel, rescind or materially adversely modify any FCC License (other than Proceedings to amend the FCC Rules of general applicability) or (ii) issued or outstanding, by or before the FCC, any (A) order to show cause, (B) notice of violation, (C) notice of apparent liability or (D) order of forfeiture, in each case, against the Station or against Seller, or any of its Subsidiaries with respect to the Station that

would reasonably be expected to result in any action described in the foregoing clause (i) with respect to such FCC License.

(e) Seller and its Subsidiaries are qualified under the Communications Act and FCC Rules to assign, or cause to be assigned, the FCC Licenses to Buyer. (i) There are no facts or circumstances relating specifically to the Station, Seller or any of its Subsidiaries that would reasonably be expected to (A) result in the FCC's refusal to grant the FCC Consent or (B) materially delay the receipt of the FCC Consent, and (ii) to the Knowledge of Seller, there is no reasonable cause to expect that the FCC Applications would be challenged by the FCC or not be granted by the FCC in the ordinary course due to any fact or circumstance specifically relating to Seller, any of its Subsidiaries, the Business or the FCC Licenses.

(f) Except for matters that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Seller and its Subsidiaries (i) operate, and since January 1, 2017 have operated, the Station in compliance with the Communications Act and the FCC Rules and the applicable FCC Licenses and (ii) have timely filed all material registrations and reports required to have been filed with the FCC relating to the FCC Licenses (which registrations and reports were accurate in all material respects as of the time such registrations and reports were filed), (iii) have paid or caused to be paid all FCC regulatory fees due in respect of the 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 modify the FCC Licenses to the extent required to be completed as of the date hereof.

(g) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) to the Knowledge of Seller, there are no material applications, petitions, proceedings, or other material actions, complaints or investigations, pending or threatened before the FCC relating to the Station, other than proceedings affecting broadcast stations generally, and (ii) neither Seller or its Subsidiaries, nor the Station, has entered into a tolling agreement or otherwise waived any statute of limitations relating to the Station during which the FCC may assess any fine or forfeiture or take any other action or agreed to any extension of time with respect to any FCC investigation or proceeding as to which the statute of limitations time period so waived or tolled or the time period so extended remains open as of the date of this Agreement.

(h) Seller has completed all obligations with respect to the Station required in connection with the broadcast incentive auction, reassignment and repack conducted by the FCC pursuant to Section 4603 of the Middle Class Tax Relief and Job Creation Act (Pub. L. No. 112- 96, §6403, 126 Stat. 156, 225-230 (2012)) (the "Incentive Auction & Repack") and there are no further actions to be taken or required to be taken by Seller or Buyer with respect to the Station's channel reassignment. Seller shall be solely responsible for obtaining any reimbursement of repack costs from the FCC.

**Section 3.9. Litigation.** Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, there is no (a) Proceeding pending or, to the Knowledge of Seller, threatened against Seller or its Subsidiaries

with respect to the Business by or before any Governmental Authority or (b) Order against Seller or its Subsidiaries with respect to the Business.

**Section 3.10. All Assets; Title to Tangible Personal Property.**

(a) Taking into account the services being provided to Buyer pursuant to the Transition Services Agreement, the Purchased Assets constitute all the assets and properties, whether tangible or intangible, whether personal, real or mixed, wherever located, that are used or held for use by Seller or its Subsidiaries primarily in the operation of the Station.

(b) Seller or its Subsidiaries has good and valid title or a valid leasehold interest in all of the Tangible Personal Property included in the Purchased Assets free and clear of all Liens, except for Permitted Liens.

(c) The security interests in the Purchased Assets created under any of the Loan Documents (as defined in the Seller Credit Agreement) will be released automatically upon Closing (without the need for any UCC filing or other documentation).

**Section 3.11. Properties.**

(a) Section 3.11(a) of the Disclosure Schedule sets forth, as of the date of this Agreement, (i) a list of all material real properties (by name and location) owned by Seller or its Subsidiaries primarily for use in the Business (the “Owned Real Property”) and (ii) a list of the material leases, subleases or other occupancies to which Seller or its Subsidiaries is a party as tenant for real property primarily for use in the Business (the “Real Property Leases”).

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, with respect to each Owned Real Property that constitutes a Purchased Asset, (i) Seller has good and marketable title to such Owned Real Property, free and clear of all Liens (other than Permitted Liens), (ii) there are no (A) unexpired options to purchase agreements, rights of first refusal or first offer or any other rights to purchase or otherwise acquire such Owned Real Property or any portion thereof or a direct or indirect interest therein or (B) other outstanding rights or agreements to enter into any contract for sale, ground lease or letter of intent to sell or ground lease such Owned Real Property, which, in each case, is in favor of any party other than Seller, (iii) policies of title insurance have been issued insuring, as of the effective date of each such insurance policy, fee simple title interest held by Seller, and (iv) there are no existing pending or, to the Knowledge of Seller, threatened condemnation, eminent domain or similar proceedings affecting such Owned Real Property.

(c) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Seller or one of its Subsidiaries (i) has valid leasehold title to each real property subject to a Real Property Lease, sufficient to allow Seller or its Subsidiaries to conduct the Business as currently conducted, (ii) each Real Property Lease is valid, binding and in full force and effect, subject to the Enforceability Exceptions, and (iii) none of Seller or its Subsidiaries or, to the Knowledge of Seller, any other party to such Real Property Lease has violated any provision of, or taken or failed to take any act which, with or without notice, lapse of time, or both, would constitute a default under the provisions of such Real Property Lease.

### **Section 3.12. Intellectual Property.**

(a) Section 3.12(a) of the Disclosure Schedule lists, as of the date hereof, the Marks, Copyrights and Patents that are registered, issued or subject to an application for registration or issuance that are included in the Purchased Intellectual Property (the “Registered Intellectual Property”). The Registered Intellectual Property is subsisting and to the Knowledge of Seller, where registered, valid and enforceable. The Purchased Intellectual Property is owned by Seller free and clear of all Liens, except for Permitted Liens. Seller owns or has the right to use the Intellectual Property necessary for or material to the conduct of the Business.

(b) (i) To the Knowledge of Seller, the conduct of the Business does not infringe, violate or misappropriate, and since January 1, 2017 the conduct of the Business has not infringed, violated or misappropriated, any Intellectual Property of any other Person, except, in each case, as would not reasonably be expected to have a Material Adverse Effect, (ii) there is no pending or, to the Knowledge of Seller, threatened Proceeding against Seller or its Subsidiaries alleging any such infringement, violation or misappropriation, and (iii) to the Knowledge of Seller, no Person is infringing, violating or misappropriating any Purchased Intellectual Property that is material to the Business in any manner that would have a material effect on the Business. Buyer acknowledges that the representations and warranties set forth in this Section 3.12 are the only representations and warranties Seller makes in this Agreement with respect to any activity that constitutes, or otherwise with respect to, infringement, misappropriation or other violation of Purchased Intellectual Property.

(c) Except for actions or failure to take actions that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Seller and its Subsidiaries have taken commercially reasonable actions to maintain the (i) Registered Intellectual Property (other than applications) and (ii) secrecy of the Trade Secrets that are included in the Purchased Intellectual Property.

**Section 3.13. Taxes.** Except, in each case, for matters that have not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect:

(a) all Tax Returns required to be filed by, on behalf of or with respect to the Business and the Purchased Assets have been duly and timely filed and are true, complete and correct in all respects;

(b) all Taxes (whether or not reflected on such Tax Returns) required to be paid by the Business or with respect to the Purchased Assets have been duly paid;

(c) all Taxes required to be withheld by Seller or any of its Subsidiaries with respect to the Business or the Purchased Assets have been duly and timely withheld, and such withheld Taxes have been either duly and timely paid to the proper Taxing Authority or properly set aside in accounts for such purposes;

(d) to the Knowledge of Seller, no Taxes with respect to the Business or the Purchased Assets are under audit or examination by any Taxing Authority;

(e) there are no Liens for Taxes on any of the Purchased Assets of the Business or the Purchased Assets other than Permitted Liens; and

(f) to the Knowledge of Seller, no claim has been made in writing or otherwise by a Taxing Authority of a jurisdiction where Seller or any of its Subsidiaries has not filed Tax Returns with respect to the Business or the Purchased Assets claiming that Seller or such Subsidiary, as applicable, is or may be subject to taxation by that jurisdiction that has not been resolved.

The representations and warranties contained in this Section 3.13 and, to the extent related to Taxes, Section 3.14 are the sole and exclusive representations and warranties of Seller relating to Taxes.

### **Section 3.14. Employee Benefit Plans.**

(a) Section 3.14(a) of the Disclosure Schedule contains a correct and complete list identifying each material Employee Plan.

(b) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) each Employee Plan has been maintained, funded, administered and operated in accordance with its terms and in compliance with the requirements of applicable Law and (ii) neither Seller nor its Subsidiaries has incurred or is reasonably expected to incur or to be subject to any material Tax or other penalty under Section 4980B, 4980D or 4980H of the Code in respect of any Employee or Employee Plan.

(c) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a determination or opinion letter from the IRS that it is so qualified and each related trust that is intended to be exempt from federal income taxation under Section 501(a) of the Code has received a determination or opinion letter from the IRS that it is so exempt and, to the Knowledge of Seller, no fact or event has occurred since the date of such letter or letters from the IRS that could reasonably be expected to adversely affect the qualified status of any such Employee Plan or the exempt status of any such trust.

(d) Neither Seller nor any of its ERISA Affiliates maintains, contributes to, or sponsors (or has in the past six (6) years maintained, contributed to, or sponsored) a “multiemployer plan” (as defined in Section 3(37) or Section 4001(a)(3) of ERISA) in respect of the Business or for the benefit of any Employees. Section 3.14(d) of the Disclosure Schedule lists each Employee Plan that is a plan subject to Title IV of ERISA. Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (i) no Employee Plan is in “at risk status” as defined in Section 430(i) of the Code, (ii) no Employee Plan has any accumulated funding deficiency within the meaning of Section 412 of the Code or Section 302 of ERISA, whether or not waived and (iii) no liability under Title IV of ERISA has been incurred by Seller or any of their respective ERISA Affiliates that has not been satisfied in full, and no condition exists that presents a risk to Seller or any of its ERISA Affiliates of incurring or being subject (whether primarily, jointly or secondarily) to a liability (whether actual or contingent) thereunder.

(e) The consummation of the transactions contemplated hereby will not, either alone or in combination with another event, (i) result in any payment becoming due, accelerate the time of payment or vesting, or increase the amount of compensation (including severance) due to any current or former Employee, (ii) result in any forgiveness of indebtedness with respect to any current or former Employee or independent consultant or contractor of the Business, trigger any funding obligation under any Employee Plan or impose any restrictions or limitations on Seller's or its Subsidiaries' rights to administer, amend or terminate any Employee Plan or (iii) result in the acceleration or receipt of any payment or benefit (whether in cash or property or the vesting of property) by Seller, or its Subsidiaries to any "disqualified individual" (as such term is defined in Treasury Regulations Section 1.280G-1) that would reasonably be expected, individually or in combination with any other such payment, to constitute an "excess parachute payment" (as defined in Section 280G(b)(1) of the Code). Neither Seller nor its Subsidiaries has any obligation to provide any gross-up payment to any Employee with respect to any income Tax, additional Tax, excise Tax or interest charge imposed pursuant to Section 409A or Section 4999 of the Code.

(f) Each Employee Plan or other plan, program, policy or arrangement that constitutes a "nonqualified deferred compensation plan" within the meaning of Treasury Regulation Section 1.409A-1(a)(i), to the extent then in effect, (i) was operated in material compliance with Section 409A of the Code between January 1, 2005 and December 31, 2008, based upon a good faith, reasonable interpretation of (A) Section 409A of the Code or (B) guidance issued by the IRS thereunder (including IRS Notice 2005-1), to the extent applicable and effective (clauses (A) and (B), together, the "409A Authorities"), (ii) has been operated in material compliance with the 409A Authorities and the final Treasury Regulations issued thereunder since January 1, 2009 and (iii) has been in material documentary compliance with the 409A Authorities and the final Treasury Regulations issued thereunder since January 1, 2009.

### **Section 3.15. Employees; Labor Matters.**

(a) Section 3.15(a) of the Disclosure Schedule contains: (i) a list of all full-time, part-time and per diem employees of Seller, other than the Excluded Employees, as of the date of this Agreement whose employment relates exclusively to the Business; and (ii) each such Employee's (A) job title, (B) date of hire and (C) rate of compensation as of such date.

(b) In respect of the Business or any of the Employees, (i) neither Seller nor its Subsidiaries is a party to or bound by any material collective bargaining agreement or other material Contract with any labor union or labor organization, (ii) since January 1, 2017 no labor union, labor organization, or group of employees of Seller or its Subsidiaries has made a demand for recognition or certification, and there are no, and since January 1, 2017 there have not been any, representation or certification proceedings or petitions seeking a representation proceeding presently pending or threatened in writing to be brought or filed with the National Labor Relations Board or any other labor relations tribunal or authority with respect to any individuals employed by Seller or its Subsidiaries and (iii) to the Knowledge of the Seller, there are no ongoing or threatened union organization or decertification activities relating to employees of Seller and its Subsidiaries, and to the Knowledge of the Seller, no such activities have occurred since January 1, 2017.

(c) There is no pending or, to the Knowledge of Seller, threatened strike or labor dispute against or involving the Station or any Employee except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. There is no unfair labor practice, complaint or grievance or other administrative or judicial complaint, charge, action or investigation pending or, to the Knowledge of Seller, threatened in writing against Seller or its Subsidiaries by or before the National Labor Relations Board or any other Governmental Authority with respect to any present or former Employee or independent contractor of the Business that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

(d) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Seller and its Subsidiaries, in respect of the Business and the Employees, have complied in all material respects with all applicable Laws relating to employment of labor, including all applicable Laws relating to wages, hours, collective bargaining, employment discrimination, civil rights, safety and health, workers' compensation, pay equity, classification of employees, immigration, and the collection and payment of withholding and/or social security Taxes.

(e) Since January 1, 2017, neither Seller nor any of its Subsidiaries, has implemented any employee layoffs or plant closures with respect to the Business that did not comply in all material respects with all notice and payment obligations under the Worker Adjustment and Retraining and Notification Act of 1988, 29 U.S.C. § 2101, et seq., as amended or any similar foreign, state or local law.

**Section 3.16. Environmental Matters.** Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, (a) the Business is, and since January 1, 2017 has been, in compliance with all applicable Environmental Laws and Environmental Permits, (b) since January 1, 2017 (or any time with respect to unresolved matters), no notice of violation or other notice has been received by Seller or its Subsidiaries alleging any violation of, or liability arising out of, any Environmental Law with respect to the Business, the substance of which has not been resolved, (c) no Proceeding is pending or, to the Knowledge of Seller, threatened against Seller or its Subsidiaries with respect to the Business under any Environmental Law and (d) neither Seller nor its Subsidiaries has released, disposed or arranged for disposal of, or exposed any Person to, any Hazardous Substances, or owned or operated any real property contaminated by any Hazardous Substances, in each case that has resulted in an investigation or cleanup by, or liability of Seller or its Subsidiaries with respect to the Business. The representations and warranties contained in this Section 3.16 are the sole and exclusive representations and warranties relating to Environmental Law or Hazardous Substances.

**Section 3.17. Material Contracts.**

(a) Section 3.17(a) of the Disclosure Schedule sets forth, as of the date of this Agreement, a correct and complete list of each of the following types of Contracts related to the Business or the Station to which Seller or its Subsidiaries is a party, or by which any of their respective properties or assets is bound:

- (i) any Contract that is a joint venture, partnership, limited liability company or similar agreement that is material to, and primarily related to, the Business;
- (ii) any Contract relating to Program Rights that is primarily related to the Business and under which it would reasonably be expected that the Business would make annual payments in excess of \$37,500 per year;
- (iii) any network affiliation Contract, Multicast Agreement or similar Contract;
- (iv) any Contract that is a Sharing Agreement and any related option agreement;
- (v) any Contract that is a channel sharing agreement with a Third Party or parties with respect to the sharing of spectrum for the operation of two (2) or more separately owned television stations or similar Contract primarily related to the Business (a “Channel Sharing Agreement”);
- (vi) any Employment Agreement not terminable at will by Seller or any of its Subsidiaries for the employment of any individual Employee on a full-time, part-time or consulting basis with base compensation in excess of \$100,000;
- (vii) any Contract (other than those for Program Rights) primarily related to the Business pursuant to which the Seller or its Subsidiaries has sold or traded commercial air time in consideration for property or services with a value in excess of \$75,000 in lieu of or in addition to cash;
- (viii) any Contract not otherwise disclosed in clauses (i) through (vii) above (other than those for Program Rights) that primarily relates to the Business and under which it was reasonably expected that Seller or any of its Subsidiaries would make annual payments of \$150,000 or more during a calendar year, except for those Contracts that can be cancelled by Seller or its Subsidiaries without cause on less than ninety (90) days’ notice; and
- (ix) any MVPD Agreement.

Each Contract of the type described in clauses (i) through (viii) or set forth in Section 2.1(k) of the Disclosure Schedules is referred to herein as a “Station Agreement”.

(b) Except for any Station Agreement that has terminated or expired in accordance with its terms and except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, each Station Agreement is valid and binding and in full force and effect and, to the Knowledge of Seller, enforceable against the other party or parties thereto in accordance with its terms subject to the Enforceability Exceptions. Except for breaches, violations or defaults which have not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, neither Seller, or its Subsidiaries, nor to the Knowledge of Seller any other party to a Station Agreement, is in violation of or in default under any provision of such Station

Agreement. True and complete copies of the Station Agreements and any material amendments thereto have been made available to Buyer prior to the date of this Agreement.

**Section 3.18. Insurance.** Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, as of the date hereof, each of the insurance policies and arrangements relating to the Business are in full force and effect. As of the date of this Agreement, neither Seller nor its Subsidiaries has received written notice regarding any cancellation or invalidation of any such insurance policy, other than such cancellation or invalidation that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

**Section 3.19. MVPD Matters.** To the Knowledge of Seller, Seller or one of its Subsidiaries has entered into retransmission consent Contracts with respect to each MVPD that (x) is an online video platform or virtual multi-channel video programming distributor which retransmits one or more of the Station's programming streams or (y) otherwise has more than 5,000 paid U.S. pay television subscribers in the Station's Market (each, a "MVPD Agreement"). Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, since January 1, 2017 and until the date hereof, (a) no such MVPD has provided written notice to Seller, its Subsidiaries or the Station of any material signal quality issue or has failed to respond to a request for carriage or, to the Knowledge of Seller, sought any form of relief from carriage of a Station from the FCC, (b) none of Seller nor its Subsidiaries has received any written notice from any such MVPD of such MVPD's intention to delete the Station from carriage and (c) none of Seller or its Subsidiaries has received written notice of a petition seeking FCC modification of the Market in which the Station is located.

**Section 3.20. No Finder.** There is no investment banker, broker or finder that has been retained by or is authorized to act on behalf of Seller or any of its Affiliates who is entitled to any fee or commission from Seller or its Affiliates in connection with the transactions contemplated by this Agreement for which Buyer may become liable.

## ARTICLE IV

### REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Disclosure Schedule (subject to Section 10.5), Buyer represents and warrants to Seller as follows:

**Section 4.1. Existence and Power.** Buyer is duly organized, validly existing and in good standing under the Laws of the state of its organization. Buyer has all requisite organizational power and authority to carry on its business as now conducted by it except where any failure to have such power or authority would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement or Buyer's ability to perform its obligations under this Agreement.

**Section 4.2. Authorization.** Buyer has all requisite organizational power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Buyer pursuant hereto (collectively, the "Buyer Ancillary

Agreements”), to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereunder. The execution and delivery of this Agreement and the Buyer Ancillary Agreements by Buyer, the performance of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary organizational action on the part of Buyer, and no other organizational proceeding on the part of Buyer is necessary to authorize the execution and delivery of this Agreement or any Buyer Ancillary Agreement, the performance by Buyer of its obligations hereunder or thereunder or the consummation by Buyer of the transactions contemplated hereby and thereby. This Agreement and each Buyer Ancillary Agreement, assuming due authorization, execution and delivery by Seller, constitutes or will constitute a valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the Enforceability Exceptions.

**Section 4.3. Governmental Authorization.** The execution and delivery by Buyer of this Agreement and each of the Buyer Ancillary Agreements to which it is a party and the performance of its obligations hereunder and thereunder require no action by or in respect of, or filing with, any Governmental Authority, other than (a) the filing of the FCC Applications and obtaining the FCC Consent, together with any reports or informational filings required in connection therewith under the Communications Act and the FCC Rules and (b) any actions or filings the absence of which would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement or Buyer’s ability to perform its obligations under this Agreement.

**Section 4.4. Non-Contravention.** The execution and delivery of this Agreement by Buyer, and the performance of its obligations hereunder do not and will not assuming the authorizations, consents and approvals referred to in clause (a) of Section 4.3 are obtained (a) conflict with or breach any provision of the organizational documents of Buyer, (b) conflict with or breach any provision of any Law or Order, (c) constitute a default under, conflict with or breach, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit under any provision of any Contract to which Buyer or any of its Subsidiaries is party or which is binding upon Buyer or any of its Subsidiaries, any of their respective properties or assets or any license, franchise, permit, certificate, approval or other similar authorization affecting Buyer or any of its Subsidiaries or (d) result in the creation or imposition of any Lien, other than any Permitted Lien, on any property or asset of Buyer or any of its Subsidiaries, except, in the case of each of clauses (b), (c) and (d), as would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement or Buyer’s ability to perform its obligations under this Agreement.

**Section 4.5. Litigation.** Except as has not had and would not reasonably be expected to prevent or materially delay the consummation of the transactions contemplated by this Agreement or Buyer’s ability to perform its obligations under this Agreement, there is no (a) Proceeding or investigation pending (or, to the Knowledge of Buyer, threatened) with respect to Buyer or any of its Subsidiaries before any Governmental Authority or (b) Order against Buyer or any of its Subsidiaries or any of their respective properties.

**Section 4.6. Solvency.** Buyer is not entering into this Agreement with the intent to hinder, delay or defraud either present or future creditors of Seller. Assuming (a) that the conditions to the obligation of Buyer to consummate this Agreement set forth in Section 7.1 and Section 7.2 have been satisfied or waived, (b) the accuracy of the representations and warranties of Seller set forth in ARTICLE III and (c) the performance by Seller and its Subsidiaries of the covenants and agreements contained in this Agreement, Buyer will be Solvent as of immediately after the consummation of the transactions contemplated by this Agreement. For the purposes of this Agreement, the term “Solvent”, when used with respect to any Person, means that, as of any date of determination, (i) the amount of the “fair saleable value” of the assets of such Person will, as of such date, exceed the sum of (A) 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 applicable Laws governing determinations of the insolvency of debtors, and (B) the amount that will be required to pay the probable liabilities of such Person, as of such date, on its existing debts (including contingent and other liabilities) as such debts become absolute and mature, (ii) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged following such date, and (iii) such Person will be able to pay its liabilities, as of such date, 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” and “able to pay its liabilities, as of such date, including contingent and other liabilities, as they mature” means that such Person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet its obligations as they become due.

**Section 4.7. Qualifications as FCC Licensee.** (a) Buyer is legally, financially and otherwise qualified to be the licensee of, and to acquire, own, operate and control, the Station under the Communications Act, including the provisions relating to media ownership and attribution, foreign ownership and control, and character qualifications, (b) there are no facts or circumstances regarding Buyer’s qualifications that would, under the Communications Act or any other applicable Laws, (i) disqualify Buyer as the assignee of the FCC Licenses with respect to the Station or as the owner and operator of the Station, (ii) materially delay the FCC’s processing of the FCC Applications, or (iii) cause the FCC to impose a material condition or conditions on its granting of the FCC Consent and (c) no waiver of or exemption from, whether temporary or permanent, any provision of the Communications Act, or any divestiture or other disposition by Buyer or any of its Affiliates of any asset or property, is necessary for the FCC Consent to be obtained under the Communications Act.

**Section 4.8. No Finder.** There is no investment banker, broker or finder that has been retained by or is authorized to act on behalf of Buyer or any of its Affiliates who is entitled to any fee or commission from Buyer or any of its Affiliates in connection with the transactions contemplated by this Agreement for which Seller may become liable.

## ARTICLE V

### ACTIONS PRIOR TO THE CLOSING DATE

**Section 5.1. Conduct of Business.** From the date of this Agreement until the earlier to occur of the Closing and the termination of this Agreement in accordance with ARTICLE IX, except as otherwise expressly permitted or expressly contemplated by this Agreement, as set forth in Section 5.1 of the Disclosure Schedule, as consented to in writing by Buyer (such consent not to be unreasonably withheld, conditioned or delayed) or as required by applicable Law, Seller shall, and shall cause its Subsidiaries to, (i) conduct the Business in all material respects in the ordinary course of business consistent with past practices (except (x) where such conduct would conflict with the following covenants or with Seller's other obligations under this Agreement or (y) changes to address or adapt to the COVID-19 virus consistent with guidelines from a Governmental Authority), (ii) use reasonable best efforts to maintain the FCC Licenses and their respective rights thereunder, (iii) use reasonable best efforts to preserve intact in all material respects the Business, the Purchased Assets and relationships with customers, suppliers and others having business dealings related to the Business with a value of at least \$25,000 per year, and (iv) use reasonable best efforts to preserve the relationships of the Business with its employees in accordance with the ordinary course of business and consistent with past practice. Without limiting the generality of the foregoing, from the date of this Agreement until the earlier to occur of the Closing and the termination of this Agreement in accordance with ARTICLE IX, except as otherwise permitted or contemplated by this Agreement, as set forth in Section 5.1 of the Disclosure Schedule, as consented to in writing by Buyer (such consent not to be unreasonably withheld, conditioned or delayed) or as required by applicable Law, Seller shall not, and shall cause its Subsidiaries not to, in each case, solely in respect of the Business, the Station or the Purchased Assets:

(a) sell, assign, license, lease, transfer, abandon or create any Lien (other than any Permitted Lien) on, or otherwise dispose of, any of the Purchased Assets, other than such sales, assignments, licenses, leases, transfers, abandonments, Liens or other dispositions that are in the ordinary course of business and are not material to the Business, taken as a whole (other than the FCC Licenses, which shall not be sold, assigned, licensed, leased, transferred, abandoned or disposed of nor subject to any agreement to sell, assign, license, lease, transfer, abandon or dispose of under any circumstances);

(b) other than (i) in the ordinary course of business consistent with past practices (including renewals consistent with the terms thereof), (ii) for those Contracts that can be cancelled by Seller or any of its Subsidiaries without cause (and without penalty) on less than ninety (90) days' notice or (iii) as permitted by Section 5.1(c)(i), (A) amend or modify in any material respect or terminate (excluding (1) terminations or renewals upon expiration of the term thereof in accordance with the terms thereof and (2) renewals for a term of ninety (90) days or less) any Station Agreement, (B) enter into any Contract that would constitute a Station Agreement if in effect on the date hereof (excluding Contracts with a term of ninety (90) days or less) or (C) waive, release or assign any material rights, claims or benefits, or grant any material consent, under any Station Agreement; provided that in no event shall Seller or any of its Subsidiaries take any action covered by this Section 5.1(b) with respect to any Station Agreement (x) that is or would be a network affiliation agreement, Multicast Agreement, Sharing Agreement or Channel Sharing Agreement or (y) that relates to the receiving or obtaining of Program Rights;

(c) other than as required by applicable Law or the existing terms of any Employee Plan in effect on the date hereof, (i) grant or increase any severance or termination pay to any Employee above the severance or termination pay that would be due under the severance plans of Seller in effect as of the date hereof, (ii) (A) enter into or amend any employment, severance or termination agreement with any Employee or (B) hire any Employee except, in each case, in connection with any of the following actions in this clause (ii) (and with respect to hiring new Employees as permitted by clauses (w) and (x) below), to the extent taken in the ordinary course of business consistent with past practices (and otherwise subject to the other restrictions in this Section 5.1(c)): (w) the hiring of any on-air talent, producer, news director or general manager with annual base compensation equal to or less than \$75,000; (x) the hiring of any Employee with an annual base compensation equal to or less than \$75,000 in order to fill a vacant position; (y) any promotion or increase in duties and responsibilities of an Employee commensurate with a promotion or an increase in duties and responsibilities; or (z) any Contract renewal upon the expiration of an Employment Agreement for Employees who are not executive officers; provided that such renewal or extension contains substantially similar terms as those in the Employment Agreement of other Employees in such positions or similar positions as have been provided by Seller or any of its Subsidiaries and are made in the ordinary course of business consistent with past practice, (iii) establish, adopt, terminate or amend any other Employee Plan (including any plan, agreement or arrangement that would be an Employee Plan if in effect on the date hereof), or (iv) take any action to accelerate the vesting or payment, or fund or secure the payment, of compensation (including any equity-based compensation) or benefits of any Employee under an Employee Plan or otherwise, grant any increase in compensation, bonus or other payments or benefits payable to any Employee, except for (A) merit and annual salary increases and (B) short-term annual bonus payments, in each case, in the ordinary course of business consistent with past practices and as permitted by, and in accordance with the terms of, Section 6.2;

(d) in respect of the Business, materially change the methods, principles or practices of financial accounting or annual accounting period, except as required by GAAP or by any Governmental Authority or applicable Law;

(e) modify or accede to the modification of any of the FCC Licenses if doing so is reasonably likely to be materially adverse to the interests of Buyer after giving effect to the consummation of the transactions contemplated by this Agreement in the operation of the Station or fail to provide Buyer with a copy of (and a reasonable opportunity to review and comment on) any application for the modification of any of the FCC Licenses reasonably in advance of filing with the FCC, except, in each case, as required by Law;

(f) apply to the FCC for any construction permit that would restrict in any material respect the Station's operations or make any material change in the Purchased Assets that is not in the ordinary course of business, except as may be necessary or advisable to maintain or continue effective transmission of the Station's signal within its service area as of the date hereof, except, in each case as required by Law or as required in connection with the Incentive Auction & Repack;

(g) fail to (i) maintain retransmission consent elections with any MVPD or (ii) use reasonable best efforts to maintain the Station's MVPD carriage existing as of the date hereof;

(h) fail to maintain its qualifications to hold the FCC Licenses with respect to the Station or to take any action, or omit to take any action, which would be reasonably expected to materially impair such FCC Licenses or such qualifications or cause the grant of FCC Consent to be materially delayed, or allow any FCC License with respect to the Station to be revoked, suspended, not renewed, or to expire;

(i) fail to promote the programming of the Station (both on-air and using third party media) in the ordinary course of business consistent with past practice, taking into account inventory availability and changes or conditions generally affecting the broadcast television industry or the Market of the Station;

(j) (i) fail to make any capital expenditures in the ordinary course of business pursuant to and consistent with the Station's capital expenditure plan set forth in the Station's annual budget or (ii) agree or commit to make any capital expenditure in excess of \$25,000 that would constitute an Assumed Liability;

(k) adopt or publicly propose a plan of complete or partial liquidation or resolutions providing for or authorizing such a liquidation or a dissolution, in each case, of the Seller or any of its Subsidiaries that own any of the Purchased Assets, nor merge into or consolidate with any other entity;

(l) utilize the Program Rights other than in the ordinary course of business consistent with past practice;

(m) fail to use reasonable best efforts to maintain the Tangible Personal Property and the Real Property (including any improvements thereon) in normal operating condition and in conformity in all material respects with all applicable FCC technical regulations and other Laws, ordinary wear and tear accepted;

(n) fail to use reasonable best efforts to keep in full force and effect the material insurance policies covering the Business or the Station (or other insurance policies comparable in amount and scope);

(o) make or rescind any Tax election with respect to the Purchased Assets, or settle or compromise any material litigation, Proceeding, investigation or controversy relating to Taxes with respect to the Purchased Assets;

(p) compromise or settle or propose or offer to compromise or settle any Proceeding, investigation or controversy, if any such action would impose or have the effect of imposing any material limitation on the use of the Purchased Assets by Buyer;

(q) enter into any Contract with any Affiliate of Seller that constitutes a Purchased Asset or an Assumed Liability; or

(r) authorize, or agree or commit to do, any of the foregoing.

Buyer acknowledges and agrees that: (A) nothing contained in this Agreement shall give Buyer or any of its Affiliates, directly or indirectly, the right to control or direct the operations of Seller or the Business prior to the Closing, (B) prior to the Closing, Seller shall exercise, consistent with the terms and conditions of this Agreement and the Communications Act, complete control and supervision over the operations of the Station and (C) notwithstanding anything to the contrary set forth in this Agreement, no consent of Buyer shall be required with respect to any matter set forth in this Section 5.1 or elsewhere in this Agreement to the extent that the requirement of such consent would violate any applicable Law. After the Closing, Seller shall have no right to control the Station, and Seller shall have no reversionary rights in the Station.

**Section 5.2. Efforts.**

(a) On July 27, 2020, Seller, Buyer and their respective Affiliates, as applicable, shall file with the FCC the necessary FCC Applications requesting its consent to the assignment of the FCC Licenses and all other assignable Government Authorizations issued by the FCC primarily related to, and material to the operation of, the Station as contemplated by this Agreement. Seller and Buyer shall, or shall cause their respective Affiliates to, cooperate in the preparation of such applications and will diligently take, or cooperate in the taking of, all necessary, desirable and proper steps, to provide any additional information required by the FCC and shall use reasonable best efforts to obtain promptly the FCC Consent. Seller, on the one hand, and Buyer, on the other hand, shall bear the cost of FCC filing fees relating to the FCC Applications equally. Buyer and Seller 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 any such party. Neither Seller nor Buyer shall, and each shall cause its Affiliates not to, take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of preventing or materially delaying the receipt of the FCC Consent; provided, that, except with respect to filing fees described above, neither Seller nor Buyer shall be required to pay consideration to obtain the FCC Consent. The parties agree that they will cooperate to amend the FCC Applications as may be necessary or required to obtain the timely grant of the FCC Consent. As may reasonably be necessary to facilitate the grant of the FCC Consent, in the event that in order to obtain the FCC Consent in an expeditious manner, it is necessary for Buyer or any of its Affiliates to enter into a customary assignment, assumption, tolling, or other similar arrangement with the FCC to resolve any complaints with the FCC relating to the Station, Buyer shall enter, or cause its Affiliates, as applicable, to enter, into such a customary assignment, assumption, tolling or other arrangement with the FCC. If the Closing Date shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party hereto shall have terminated this Agreement pursuant to ARTICLE IX, Seller and Buyer shall jointly request extensions of the effective period of the FCC Consent until the Closing Date occurs or this Agreement is otherwise terminated; provided, however, no such extension of the FCC Consent shall limit the right of either party hereto to exercise such party's rights under ARTICLE IX.

(b) Subject to the terms and conditions herein, Seller and Buyer shall use reasonable best efforts to take, or cause to be taken, all actions and do, or cause to be done, all

things necessary, proper or advisable under applicable Law to consummate and make effective the transactions contemplated hereby and to cause the conditions set forth in ARTICLE VII to be satisfied as promptly as reasonably practicable after the date hereof, including by using reasonable best efforts to (i) as applicable to Buyer or Seller, obtain and maintain all necessary, proper or advisable consents, approvals, waivers and authorizations of, actions or nonactions by, and making of all required filings, in consultation with each other, of all documentation to effect all necessary, proper or advisable filings, notices, petitions, statements, registrations, submissions of information, applications and other documents with any Governmental Authority or any other Third Party required by such party in connection with the transactions contemplated by this Agreement, (ii) cooperate with each other in (A) determining which filings are necessary, proper or advisable to be made prior to the Closing with, and which consents, approvals, permits, notices or authorizations are required to be obtained prior to the Closing from, Governmental Authorities or Third Parties in connection with the execution and delivery of this Agreement and related agreements, and consummation of the transactions contemplated hereby and thereby and (B) timely making all necessary filings and timely seeking all consents, approvals, permits, notices or authorizations, (iii) keep the other party informed in a timely manner and in all material respects of (1) any material communication received by such party from, or given by such party, to the FCC or any other Governmental Authority (including the provision upon request of copies of any pleadings, documents, or other communications exchanged with the FCC or any other Governmental Authority) and (2) the material non-confidential portions of any communications received or given by a private party, in each case, with respect to this Agreement and the transactions contemplated hereby, (iv) permit the other party to review any material non-confidential portions of any communication received from or to be given by it to the FCC or any other Governmental Authority with respect to this Agreement and the transactions contemplated hereby, and (v) consult with each other in advance of and be permitted to attend any meeting or conference with, the FCC or any such Governmental Authority or, in connection with any Proceeding by a private party, with any other Person, in each case regarding any of the transactions contemplated by this Agreement; provided that Buyer shall be entitled to direct, in consultation with Seller, and approve the content of, any filings with or presentations or submissions to any Governmental Authority relating to this Agreement or the transaction contemplated hereby and to take the lead in the strategic planning for any meetings with, and to the conducting of negotiations with, Governmental Authorities relating to this Agreement or the transactions contemplated hereby.

(c) Buyer agrees that, between the date of this Agreement until the Closing, except as contemplated by this Agreement, it shall not, and shall cause its Affiliates not to, directly or indirectly, without the prior written consent of Seller, take any action, or omit to take any action, that would reasonably be expected to materially delay, or to impede or prevent, the consummation of the transactions contemplated by this Agreement.

(d) Notwithstanding anything else in this Agreement, neither Buyer nor Seller shall be required to make any divestitures or agree to any Contract modifications or behavioral remedies in connection with obtaining any consents, approvals, permits, notices or authorizations from any Governmental Authority (except that Buyer shall be required to make such divestitures as shall be necessary to ensure that Buyer is below the FCC national cap (calculated in accordance with applicable law and regulations in effect as of the date hereof) after giving effect to the consummation of the transactions contemplated by this Agreement).

**Section 5.3. Notification of Certain Matters.** Each of Seller and Buyer shall promptly notify and provide copies to the other of (a) any material written notice from any Person alleging that the approval or consent of such Person is or may be required in connection with the transactions contemplated by this Agreement, (b) any written notice or other communication from any Governmental Authority in connection with the transactions contemplated by this Agreement, (c) any Proceeding or investigation, commenced or, to its Knowledge, threatened against, Seller or any of its Affiliates or Buyer or any of its Affiliates, as the case may be, that would be reasonably likely to (i) prevent or materially delay the consummation of the transactions contemplated hereby or (ii) result in the failure of any condition to the Closing set forth in ARTICLE VII to be satisfied, or (d) the occurrence of any event which would or would be reasonably likely to (i) prevent or materially delay the consummation of the transactions contemplated hereby or (ii) result in the failure of any condition to the Closing set forth in ARTICLE VII to be satisfied; provided that the delivery of any notice pursuant to this Section 5.3 shall not (x) affect or be deemed to modify any representation, warranty, covenant, right, remedy, or condition to any obligation of any party hereunder or (y) update any section of the Disclosure Schedule.

**Section 5.4. Access to the Business.**

(a) From and after the date of this Agreement until the earlier to occur of the Closing Date and the termination of this Agreement in accordance with ARTICLE IX, upon reasonable advance notice and subject to applicable Law, Seller shall, and shall cause its Affiliates to, afford to Buyer and its Affiliates and its and their respective directors, officers, employees, agents and professional advisors (including attorneys, accountants and financial advisors) (“Representatives”) reasonable access during normal business hours, to all of the properties, books, Contracts, commitments, records, officers and employees concerning the Business and the Purchased Assets, including the right to inspect such properties and make copies of such records, and, during such period Seller shall, and shall cause its Affiliates to, furnish to Buyer all other information concerning the Business and the Purchased Assets as Buyer may reasonably request; provided that Seller may restrict the foregoing access and the disclosure of information to the extent that, in its good faith judgment, (i) any Law applicable to Seller or any of its Affiliates requires it to restrict or prohibit access to any such properties or information, (ii) the information is subject to confidentiality obligations to a Third Party, (iii) disclosure of any such information or document could result in the loss of attorney-client privilege or (iv) such access would unreasonably disrupt the operations of the Business. Seller shall use reasonable best efforts to make appropriate substitute disclosure arrangements under circumstances in which the restrictions of the preceding sentence apply.

(b) With respect to the information disclosed pursuant to Section 5.4(a), Buyer shall comply with, and shall cause its Representatives to comply with, all of its obligations under the Confidentiality Agreement, dated as of December 13, 2019 (the “Confidentiality Agreement”), by and between Seller and Nexstar Media Group, Inc., which agreement shall remain in full force and effect in accordance with its terms.

**Section 5.5. Multi-Station Contracts.** Section 5.5 of the Disclosure Schedule contains a list as of the date hereof of each Contract which is included in the Purchased Assets and to which any Other Station is party, or has rights or obligations thereunder (any such

Contract, a “Multi-Station Contract”). The rights and obligations under the Multi-Station Contracts that are assigned to and assumed by Buyer (and included in the Purchased Assets and Assumed Liabilities, as the case may be) shall include only those rights and obligations under such Multi-Station Contracts that are applicable to the Station. The rights of each Other Station with respect to such Contract and the obligations of each Other Station to such Contract shall not be assigned to and assumed by Buyer (and shall be Excluded Assets and Excluded Liabilities, as applicable). For purposes of determining the scope of the rights and obligations of the Multi-Station Contracts, the rights and obligations under each Multi-Station Contract shall be equitably allocated among (1) the Station, on the one hand, and (2) the Other Stations, on the other hand, in accordance with the following equitable allocation principles:

- (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 in the ordinary course of business shall control; or
- (c) if there is no reasonable allocation as described in clause (b) hereof, then reasonable accommodation (to be determined by mutual good faith agreement of Seller and Buyer) shall control.

Subject to any applicable third-party consents, such allocation and assignment with respect to any Multi-Station Contract shall be effectuated, as mutually agreed by Seller and Buyer, by termination of such Multi-Station Contract in its entirety with respect to the Station and the execution of new Contracts with respect to the Station or by an assignment to and assumption by Buyer of the rights and obligations related to the Station under such Multi-Station Contract. The parties shall use reasonable best efforts to obtain any such new Contracts or assignments to, and assumptions by, Buyer in accordance with this Section 5.5.

#### **Section 5.6. Interim Reports.**

(a) Within forty-five (45) days after the end of each calendar month during the period from the Balance Sheet Date through the Closing, Seller shall provide to Buyer, with respect to the Business and the Station, the unaudited statement of operations for such month ended. Such unaudited statements of operations shall be prepared on the same basis as the Financial Statements.

(b) Seller shall use reasonable best efforts to provide to Buyer bi-weekly pacing reports for the Station promptly following the end of every other week during the period from the date hereof through the Closing.

**Section 5.7. Title Commitments; Surveys.** Buyer shall have the responsibility to obtain, if it so elects at its sole option and expense, (a) commitments for owner’s and lender’s title insurance policies on the Owned Real Property that constitute Purchased Assets and commitments for lessee’s and lender’s title insurance policies for real property that is leased pursuant to a Real Property Lease (collectively, the “Title Commitments”) evidencing a commitment to issue an ALTA title insurance policy insuring good, marketable and indefeasible fee simple (or leasehold, if applicable) title to each parcel of the Real Property contemplated

above for such amount as Buyer directs, and (b) an ALTA survey on each parcel of Real Property (the “Surveys”). Seller shall use its reasonable best efforts to reasonably cooperate with Buyer in obtaining such Title Commitments and Surveys; provided that Seller shall not be required to incur any cost, expense, or other liability in connection therewith (other than the fees of its counsel, if any). If the Title Commitments or Surveys reveal any Lien on the title or Real Property other than Permitted Liens, Buyer shall notify Seller in writing of such objectionable matter promptly after Buyer becomes aware that such matter is not a Permitted Lien.

**Section 5.8. Phase I Environmental Assessments.** Prior to Closing, Buyer shall have the right, at its sole cost and expense, to engage an environmental consulting firm to conduct a Phase I Environmental Assessment and Compliance Review, as such terms are commonly understood (“Phase I Environmental Assessment”) with respect to any and all land under the Owned Real Property that constitute Purchased Assets; provided that any such Phase I Environmental Assessment shall be (a) completed within forty-five (45) days of the date hereof and (b) conducted only (i) during regular business hours, (ii) with no less than five (5) Business Days prior written notice to Seller, (iii) in a manner which will not unduly interfere with the operation of the Business and (iv) not involve any use or operation of equipment or any sampling or testing of environmental medial. Buyer agrees to (1) repair any damage to the Owned Real Property and (2) indemnify Seller and its Subsidiaries from and against any Loss, in each case, caused by Buyer or its consultants in conducting any such Phase I Environmental Assessment.

## ARTICLE VI

### ADDITIONAL AGREEMENTS

#### **Section 6.1. Taxes.**

(a) Seller shall prepare and timely file or shall cause to be prepared and timely filed each Tax Return for Prorated Taxes that is due on or before the Closing Date. Buyer shall pay to Seller promptly upon demand at or after the Closing the amount of any Taxes paid by Seller to the extent constituting an Assumed Liability, unless and to the extent taken into account in the calculation of the Closing Date Adjustments. Buyer shall prepare and timely file or shall cause to be prepared and timely filed each Tax Return for Prorated Taxes that is due after the Closing Date. Seller shall pay to Buyer promptly upon demand the amount of any Taxes shown as due thereon to the extent constituting an Excluded Liability.

(b) In the case of any Prorated Taxes for any Straddle Period, the portion of such Prorated Taxes that are allocable to the portion of such Straddle Period ending immediately prior to the Closing Date and that constitute an Excluded Liability shall be deemed to equal the amount of such Taxes for the entire Straddle Period multiplied by a fraction the numerator of which is the number of calendar days in the portion of the Straddle Period ending on the day before the Closing Date and the denominator of which is the number of calendar days in the entire Straddle Period, and the remaining portion of such Prorated Taxes shall be allocable to the portion of such Straddle Period beginning on the Closing Date and shall constitute an Assumed Liability. For the avoidance of doubt, Seller shall be liable for any income Taxes arising out of or resulting from the sale of the Purchased Assets and assumption of the Assumed Liabilities pursuant to this Agreement.

(c) Seller and Buyer shall (i) provide assistance to each other party as reasonably requested in preparing and filing Tax Returns with respect to the Business and the Purchased Assets; (ii) make available to each other party as reasonably requested all information, records, and documents relating to Taxes concerning the Business or the Purchased Assets; (iii) retain any books and records that could reasonably be expected to be necessary or useful in connection with any preparation by any other party of any Tax Return, or for any audit relating to Taxes with respect to the Business or the Purchased Assets; and (iv) cooperate fully, as and to the extent reasonably requested by any other party, in connection with any audit with respect to Taxes relating to the Business or the Purchased Assets.

(d) Any Transfer Taxes shall be borne equally by Buyer and Seller. Buyer, with Seller's cooperation, shall be responsible for the preparation, execution and filing of all Tax Returns, questionnaires, applications or other documents regarding any Transfer Taxes.

**Section 6.2. Employees; Employee Benefit Plans.**

(a) Employment. At least two (2) weeks prior to the Closing Date, Seller will use commercially reasonable efforts to deliver to Buyer an updated Section 3.15(a) of the Disclosure Schedule. As of the Closing, Buyer shall offer employment to each Employee who (i) is not then on authorized leave of absence, sick leave, short or long term disability leave, military leave or layoff with recall rights ("Active Employees"); or (ii) is then on authorized leave of absence, sick leave, or short term disability leave, military leave or layoff with recall rights and who returns to active employment immediately following such absence and within six (6) months of the Closing Date, or such later date as required under applicable Laws ("Inactive Employees"). For the purposes hereof, all Active Employees and Inactive Employees who accept an offer of employment from Buyer and commence employment on the applicable Employment Commencement Date are hereinafter referred to collectively as the "Transferred Employees," and the "Employment Commencement Date" as referred to herein shall mean (x) as to those Transferred Employees who are Active Employees, the Closing Date, and (y) as to those Transferred Employees who are Inactive Employees, the date on which the Transferred Employee begins employment with Buyer or any of its Affiliates. Buyer shall employ at-will those Transferred Employees who do not have Employment Agreements with Seller or any of its Affiliates, and shall provide each Transferred Employee initially and (i) for one (1) year after the Closing Date, the base salary or other base cash compensation that was provided to such Transferred Employees immediately prior to the Closing, (ii) through December 31 of the Closing year, cash incentive compensation opportunities (including short-term annual incentive compensation but excluding equity or equity-based compensation) that are no less favorable in the aggregate than the aggregate total cash incentive compensation opportunities provided to such Transferred Employee (but excluding equity or equity-based compensation opportunities) immediately prior to the Closing and (iii) for one (1) year after the Closing Date, other employee benefits that are not less favorable than those provided to similarly situated employees of Buyer at such time. The initial terms and conditions of employment for those Transferred Employees who have Employment Agreements with Seller or any of its Affiliates in effect on the Closing Date shall be as set forth in such Employment Agreements, which shall, to the extent permitted under the applicable agreements, be assigned to and assumed by Buyer for the duration of such Employment Agreements. Notwithstanding the foregoing, Buyer shall cause to be maintained through December 31 of the year in which the

Closing Date occurs those annual (or other short-term) cash incentive award programs covering the Transferred Employees substantially in the form as in effect immediately prior to the Closing. Seller shall, or shall cause its Affiliates to, remove the Excluded Employees from the premises of the Station on or prior to the Closing Date.

(b) Service Credit. For purposes of determining eligibility to participate, level of benefits, vesting and benefit accrual (other than benefit accrual under a defined benefit pension plan) under any plan maintained by Buyer or any of its Affiliates in which Transferred Employees are eligible to participate, Buyer shall recognize or cause to be recognized for purposes of eligibility, level of benefits, vesting and benefit accruals each Transferred Employee's service with Seller and its Affiliates, and with any predecessor employer, to the same extent recognized by Seller or its Affiliates, as service with Buyer to the same extent such service was recognized immediately prior to the Closing, except that such service need not be recognized to the extent such recognition would result in the duplication of benefits for the same period of service.

(c) 401(k) Plan. Buyer shall cause a tax-qualified defined contribution plan established or designated by Buyer or any of its Affiliates ("Buyer's 401(k) Plan") to accept rollover contributions from the Transferred Employees of any account balances distributed or distributable to them by the existing tax-qualified defined contribution plan established or designated by Seller or any of its Affiliates ("Seller's 401(k) Plan"). Buyer and Seller shall, and shall cause its Affiliates, as applicable, to, allow any such Transferred Employees' outstanding plan loans under Seller's 401(k) Plan to be directly rolled into Buyer's 401(k) Plan. The distribution and rollover described herein shall comply with applicable Laws, and Buyer and Seller shall, and shall cause their respective Affiliates to, make all filings and take any actions required of each such Person by applicable Laws in connection therewith.

(d) 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 with respect to claims incurred under the terms of the Employee Plans by such Employees and their covered dependents prior to the Employment Commencement Date. Expenses and benefits with respect to claims incurred by Transferred Employees and their covered dependents on or after the Employment Commencement Date shall be the responsibility of Buyer. With respect to any welfare benefit plans maintained by Buyer in which the Transferred Employees are eligible to participate on or after the Employment Commencement Date, to the extent permitted by Law, Buyer shall (i) cause there to be waived any eligibility requirements or pre-existing condition limitations and (ii) give effect, in determining any deductible and maximum out-of-pocket limitations, amounts paid by such Transferred Employees (and their covered dependents) under the Employee Plans.

(e) Vacation. Subject to Section 2.6, Buyer shall assume as of the Closing all liabilities for unpaid, accrued vacation of each Transferred Employee as of such Transferred Employee's Employment Commencement Date, giving service credit under the Paid Time Off ("PTO") policy of Buyer for service with Seller and shall permit Transferred Employees to use their vacation entitlement accrued as of Closing in accordance with the PTO policy of Buyer as of the Closing.

(f) Sick Leave. Buyer shall grant credit to Transferred Employees under its PTO policy for all unused sick leave accrued by Transferred Employees in accordance with Buyer's PTO policy as of Closing.

(g) Payroll Matters.

(i) Seller and Buyer shall follow the "standard procedures" for preparing and filing Internal Revenue Service Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53 for Transferred Employees. Under this procedure, (A) Seller or one of its Affiliates shall provide all required Forms W-2 to (x) all Transferred Employees reflecting wages paid and taxes withheld by Seller or any of its Affiliates prior to the Employment Commencement Date, and (y) all other employees and former employees of Seller or any of its Affiliates who are not Transferred Employees reflecting all wages paid and taxes withheld by Seller or any of its Affiliates, and (B) Buyer shall provide all required Forms W-2 to all Transferred Employees reflecting all wages paid and taxes withheld by Buyer on and after the Employment Commencement Date.

(ii) With respect to garnishments, tax levies, child support orders, and wage assignments in effect with Seller or any of its Affiliates on the Employment Commencement Date for Transferred Employees and with respect to which Seller has notified Buyer in writing, Buyer shall honor such payroll deduction authorizations with respect to Transferred Employees and shall continue to make payroll deductions and payments to the authorized payee, as specified by a court or order which was filed with Seller or any of its Affiliates on or before the Employment Commencement Date, to the extent such payroll deductions and payments are in compliance with applicable Laws, and Seller or its Affiliates will continue to make such payroll deductions and payments to authorized payees as required by Laws with respect to all other employees of the Business who are not Transferred Employees. Seller shall, as soon as practicable after the Employment Commencement Date, provide Buyer with such information in the possession of Seller as may be reasonably requested by Buyer and necessary for Buyer to make the payroll deductions and payments to the authorized payee as required by this Section 6.2(g).

(h) WARN Act. Buyer shall not take any action on or after the Closing that would cause any termination of employment of any employees by Seller 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 Laws, or to create any liability to Seller or any of its Affiliates for any employment terminations under applicable Laws. Buyer shall be responsible for 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 Laws with respect to any Employees who do not become Transferred Employees as a result of the failure of Buyer to extend offers of employment or continued employment as required by Section 6.2 or in connection with events that occur from and after the Closing, and Buyer shall reimburse Seller and its Affiliates for any such amounts.

(i) Without limiting the generality of Section 10.7, nothing in this Section 6.2, express or implied, is intended to confer on any Person (including any Transferred Employees and any current or former employees of Seller or its Affiliates other than the parties hereto and their respective successors and assigns, any rights, benefits, remedies, obligations or liabilities (including any third-party beneficiary rights) under or by reason of this Section 6.2. Accordingly, notwithstanding anything to the contrary in this Section 6.2, the parties expressly acknowledge and agree that this Agreement is not intended to create a Contract between Buyer, Seller or any of their respective Affiliates, on the one hand, and any employee of Seller or any of its Affiliates on the other hand, and no employee of Seller or any of its Affiliates may rely on this Agreement as the basis for any breach of Contract claim against Buyer, Seller or any of their respective Affiliates. Nothing in this Section 6.2 shall constitute an amendment to or modification of any Employee Plan or other compensation or benefit plan, program, policy, agreement or arrangement.

**Section 6.3. Use of Names.**

(a) None of Seller or any of its Affiliates is conveying ownership rights or granting Buyer or any of its Affiliates a license to use any of the Retained Names and Marks (except for the implied license under Section 6.3(b)) and, except as set forth in Section 6.3(b), after the Closing, Buyer shall not and shall not permit any of its Affiliates to use in any manner the Retained Names and Marks or any word that is similar in sound or appearance to such names or marks. In the event Buyer violates any of its obligations under this Section 6.3, Seller may proceed against Buyer in law or in equity for such damages or other relief as a court may deem appropriate. Buyer acknowledges that a violation of this Section 6.3 would cause Seller irreparable harm, which may not be adequately compensated for by money damages. Buyer therefore agrees that in the event of any actual or threatened violation of this Section 6.3, Seller shall be entitled, in addition to other remedies that it may have, to a temporary restraining order and to preliminary and final injunctive relief against Buyer or any such Affiliate of Buyer to prevent any violations of this Section 6.3, without the necessity of posting a bond.

(b) As soon as reasonably practicable after the Closing Date (and in any event within ninety (90) days thereafter), Buyer shall, and shall cause each of its Affiliates to, cease and discontinue all uses of, and delete or remove from all products, signage, vehicles, properties, technical information, and all other materials, the Retained Names and Marks. Prior to such discontinuance of such uses, Buyer and its Affiliates may utilize any properties or materials bearing the Retained Names and Marks solely in a manner consistent with the use thereof in the operation of the Station immediately prior to the Closing Date.

**Section 6.4. Receivables.** Within thirty (30) Business Days after the end of the calendar month in which the Closing occurs, Seller will deliver to Buyer a written statement (the “Seller’s Statement”) setting forth the outstanding advertising accounts receivable of the Business as of the Cutoff Time (the “Accounts Receivable”). Buyer will use reasonable best efforts to collect the Accounts Receivable in the same manner and with the same diligence that Buyer uses to collect its own accounts receivable, including account reconciliation procedures, for a period of one hundred twenty (120) calendar days following the Closing Date (the “Collection Period”). Buyer will not be obligated to, and without the prior written consent of Seller will not, institute litigation, employ any collection agency, legal counsel or other Third

Party, or take any other extraordinary means of collections or pay any expenses to Third Parties to collect the Accounts Receivable. All amounts collected by Buyer after the Closing from an account debtor of the Business will be applied first to the Accounts Receivable of such account debtor in the order of their origination, unless the account debtor disputes such Accounts Receivable in writing or designates payment of a different accounts receivable in writing. If during the Collection Period a dispute arises with regard to an account included among the Accounts Receivable, Buyer shall promptly advise Seller thereof and may (or, if requested by Seller in writing, shall) return that account to Seller. Buyer shall pay to Seller, as soon as reasonably practicable but in any event within thirty (30) calendar days after the end of each month during the Collection Period, the actual receipt of the proceeds of the Accounts Receivable collected by Buyer during such month. At the end of the Collection Period, collection of any remaining Accounts Receivable shall be returned to Seller.

**Section 6.5. Access to Records after the Closing.**

(a) For a period of six (6) years after the Closing Date, Seller and its representatives shall have reasonable access to all of the books and records of the Business transferred to Buyer hereunder to the extent that such access may reasonably be required by Seller in connection with matters relating to or affected by the operations of the Business prior to the Closing Date. Such access shall be afforded by Buyer upon receipt of reasonable advance notice and during normal business hours. Seller shall be solely responsible for any costs or expenses incurred by it pursuant to this Section 6.5(a). If Buyer shall desire to dispose of any of such books and records prior to the expiration of such six (6) year period, it shall, prior to such disposition, give Seller a reasonable opportunity, at Seller's expense, to segregate and remove such books and records as Seller may select.

(b) For a period of six (6) years after the Closing Date, Buyer and its representatives shall have reasonable access to all of the books and records relating to the Purchased Assets which Seller may retain after the Closing Date. Such access shall be afforded by Seller upon receipt of reasonable advance notice and during normal business hours. Buyer shall be solely responsible for any costs and expenses incurred by it pursuant to this Section 6.5(b). If Seller shall desire to dispose of any of such books and records prior to the expiration of such six (6) year period, it shall, prior to such disposition, give Buyer a reasonable opportunity, at Buyer's expense, to segregate and remove such books and records as Buyer may select.

**Section 6.6. No Solicitation.**

(a) From the date hereof until the earlier of the Closing and the termination of this Agreement in accordance with ARTICLE IX, Seller shall not, and, to the extent of its control, will not authorize or permit the other Seller Group Members to, (i) knowingly solicit or encourage the making of any inquiry, proposal or offer that constitutes or could reasonably be expected to lead to an Alternative Proposal, (ii) disclose any non-public information about Seller or the Station, to any Person making an inquiry or proposal that constitutes, or could reasonably be expected to lead to, an Alternative Proposal, (iii) enter into, participate in, maintain or continue any discussions or negotiations regarding any inquiry or proposal that

constitutes, or could reasonably be expected to lead to, an Alternative Proposal or (iv) enter into any agreement regarding an Alternative Proposal.

(b) From the Closing Date until the twelve (12) month anniversary of the Closing Date, Seller shall not, and shall not authorize or permit any of its Affiliates to, solicit, hire or attempt to hire for employment any Transferred Employee, without the prior written consent of Buyer; provided that (i) Seller and its Affiliates may solicit and hire any such Transferred Employee who has been terminated by Buyer or any of its Affiliates, (ii) Seller and its Affiliates may solicit and hire any such Transferred Employee whose employment with Buyer or any of its Affiliates has been terminated by such Transferred Employee at any time after the six-month anniversary of such termination and (iii) nothing in this sentence shall prohibit Seller or any of its Affiliates from engaging in general solicitation that is not directed specifically to any such Transferred Employees or hiring any person who responds to any such general solicitation.

**Section 6.7. Public Announcements; Confidentiality.** Each party agrees that it will, and will cause its respective Affiliates to, keep this Agreement and the transactions contemplated hereby confidential and not disclose (except as required by applicable law, regulation or legal process or as mutually agreed by the parties hereto and except for the matters disclosed in the Joint Release (as defined in the Settlement Agreement)) such information to any Third Party unless (a) the disclosing party reasonably believes that such disclosure is required by applicable law, regulation or rule (including promulgated by the Securities Exchange Commission or other regulatory body), (b) the disclosing party is requested or required to disclose such information by governmental, judicial or regulatory authority or process, or (c) such information is disclosed in any action or proceeding brought by a party in pursuit of its rights or in the exercise of its remedies under this Agreement; provided, however, in the case of disclosure pursuant to clauses (a) or (b) above, the disclosing party shall disclose only such information that it believes it is required to disclose and, to the extent practicable, shall give the other party reasonable advance written notice of such intended disclosure so that such party may seek a protective order; and provided, further, that the parties agree that their directors, officers, partners, members, employees, affiliates, brokers, agents or other representatives (including financial advisors, attorneys and accountants) may be permitted to know of the existence and the terms and conditions of this Agreement and the transactions contemplated hereby on a confidential, need to know basis in the course of normal business activity. Without limiting the right of either party to pursue all other legal and equitable rights available to it for violation of this Section 6.7 by the other party, it is agreed that other remedies cannot fully compensate the aggrieved party for such a violation of this Section 6.7 and that the aggrieved party shall be entitled to injunctive relief to prevent a violation or continuing violation hereof.

**Section 6.8. Cooperation in Litigation.** From and after the Closing Date, Buyer and Seller shall (and shall cause their respective Affiliates to) reasonably cooperate with each other at the requesting party's expense in the prosecution or defense of any Proceeding arising from or related to the operation of the Station and involving one or more Third Parties (other than a dispute between Buyer or its Affiliates and Seller or its Affiliates). The party requesting such cooperation shall pay the reasonable, documented out-of-pocket expenses (excluding internal costs) incurred in providing such cooperation (including reasonable legal fees

and disbursements) by the party providing such cooperation and by its Affiliates and its and their officers, members, directors, employees and agents.

## ARTICLE VII

### CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLER AND BUYER

**Section 7.1. Conditions to Obligations of Each Party.** The obligations of Seller and Buyer to consummate the sale and purchase of the Purchased Assets contemplated hereby are subject to the satisfaction, at or prior to the Closing, of the following conditions (which may be waived, in whole or in part, to the extent permitted by applicable Law, by the mutual consent of Seller and Buyer):

(a) **Regulatory Approval.** The FCC Consent shall have been granted or obtained and be effective.

(b) **Statutes and Injunctions.** No Law or Order (whether temporary, preliminary or permanent) shall have been promulgated, entered, enforced, enacted or issued or be applicable to this Agreement by any Governmental Authority that prohibits or makes illegal the consummation of the Closing.

**Section 7.2. Conditions to Obligations of Buyer.** The obligations of Buyer to consummate the purchase of the Purchased Assets contemplated hereby shall be subject to the satisfaction, at or prior to the Closing, of the following conditions (which may be waived, in whole or in part, to the extent permitted by applicable Law, by Buyer):

(a) **Representation and Warranties.** (i) The representations and warranties of Seller contained in this Agreement, other than the Seller Fundamental Representations, and in any certificate delivered pursuant hereto shall be true and correct (without giving effect to any qualifiers or exceptions relating to “materiality” or “Material Adverse Effect” set forth in such representations and warranties) on the Closing Date as though made on the Closing Date (except to the extent that they expressly speak as of a specific date or time other than the Closing Date, in which case they need only have been true and correct as of such specified date or time), except to the extent the failure of such representations and warranties to be true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, and (ii) each of the Seller Fundamental Representations shall be true and correct on the Closing Date as though made on the Closing Date (except to the extent that they expressly speak as of a specific date or time other than the Closing Date, in which case they need only have been true and correct as of such specified date or time), except to the extent the failure of any such representation and warranty to be so true and correct is *de minimis* in nature.

(b) **Performance of Obligations of Seller.** Seller shall have performed in all material respects its covenants and obligations under this Agreement required to be performed by it at or prior to the Closing.

(c) **Deliveries.** Seller shall have delivered (or stand ready to deliver) to Buyer (i) a certificate, dated as of the Closing Date, signed by an executive officer of Seller and

certifying as to the satisfaction of the conditions specified in Section 7.2(a) and Section 7.2(b) and (ii) the deliveries contemplated by Section 2.7.

(d) Consents. The consents set forth on Section 7.2(d) of the Disclosure Schedule shall have been obtained.

**Section 7.3. Conditions to Obligations of Seller.** The obligations of Seller to consummate the sale of the Purchased Assets contemplated hereby shall be subject to the satisfaction, at or prior to the Closing, of the following conditions (which may be waived, in whole or in part, to the extent permitted by applicable Law, by Seller):

(a) Representations and Warranties. (i) The representations and warranties of Buyer contained in this Agreement, other than the Buyer Fundamental Representations, and in any certificate delivered pursuant hereto shall be true and correct (without giving effect to any qualifiers or exceptions relating to “materiality” set forth in such representations and warranties) on the Closing Date as though made on the Closing Date (except to the extent that they expressly speak as of a specific date or time other than the Closing Date, in which case they need only have been true and correct as of such specified date or time), except to the extent the failure of such representations and warranties to be true and correct has not had and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the ability of Buyer to perform its obligations under this Agreement, and (ii) each of the Buyer Fundamental Representations shall be true and correct on the Closing Date as though made on the Closing Date (except to the extent that they expressly speak as of a specific date or time other than the Closing Date, in which case they need only have been true and correct as of such specified date or time), except to the extent the failure of any such representation and warranty to be so true and correct is *de minimis* in nature.

(b) Performance of Obligations of Buyer. Buyer shall have performed in all material respects its covenants and obligations under this Agreement required to be performed by it at or prior to the Closing Date.

(c) Deliveries. Buyer shall have delivered (or stand ready to deliver) to Seller (i) a certificate, dated as of the Closing Date, signed by an executive officer of Buyer and certifying as to the satisfaction of the conditions specified in Section 7.3(a) and Section 7.3(b), and (ii) the deliveries contemplated by Section 2.7.

## ARTICLE VIII

### INDEMNIFICATION

**Section 8.1. Survival.** All of the representations or warranties contained in this Agreement will survive the Closing until the fifteen (15) month anniversary of the Closing Date; provided that the Fundamental Representations shall survive until the third (3<sup>rd</sup>) anniversary of the Closing Date and the representations and warranties in Section 3.13 (Taxes) and Section 3.16 (Environmental Matters) shall survive until the date that is sixty (60) days after expiration of the applicable statute of limitations, except in each case, in the case of actual fraud by Seller or Buyer, as applicable. The covenants and agreements in this Agreement will survive until

performed or otherwise in accordance with their terms set forth herein. No party shall have any liability to another party for any claim made following the applicable expiration date. Notwithstanding the foregoing, if a party provides a Claim Notice in accordance with Section 8.4 prior to the applicable expiration date, such claim shall survive until finally resolved. Buyer and Seller further acknowledge that the time periods set forth herein for the assertion of claims under this Agreement are the result of arms-length negotiation among the parties and that they intend for the time periods to be enforced as agreed by the parties.

**Section 8.2. Indemnification by Seller.** From and after the Closing and subject to Section 8.1, Seller shall indemnify and hold harmless the Buyer Group Members from and against any and all Losses imposed upon, or incurred or suffered by, any Buyer Group Member as a result of or arising out of:

- (a) any breach or inaccuracy of any of the representations and warranties of Seller contained in this Agreement;
- (b) any breach by Seller of, or any other failure of Seller to perform, any of its covenants, agreements or obligations pursuant to this Agreement; or
- (c) any of the Excluded Liabilities.

**Section 8.3. Indemnification by Buyer.** From and after the Closing and subject to Section 8.1, Buyer shall indemnify and hold harmless the Seller Group Members from and against any and all Losses imposed upon, or incurred or suffered by, any Seller Group Member as a result of or arising out of:

- (a) any breach or inaccuracy of any of the representations and warranties of Buyer contained in this Agreement;
- (b) any breach by Buyer of, or any other failure of Buyer to perform, any of its covenants, agreements or obligations in this Agreement; or
- (c) any of the Assumed Liabilities and, except for claims in respect of which Seller is obligated to indemnify Buyer Group Members pursuant to Section 8.2, Buyer's (or any successor's or assignee's) operation of the Business and/or the ownership and/or use of the Purchased Assets after the Closing Date.

**Section 8.4. Notice of Claims; Determination of Amount.**

(a) Any party seeking indemnification hereunder (the "Indemnified Party") shall give promptly to the party or parties, as applicable, obligated to provide indemnification to such Indemnified Party (the "Indemnitor") a written notice (a "Claim Notice") describing in reasonable detail the facts giving rise to the claim for indemnification hereunder and shall include in such Claim Notice (if then known) the amount or the method of computation of the amount of such claim, and a reference to the provision of this Agreement or any certificate delivered hereunder upon which such claim is based. Subject to Section 8.1, the failure of any Indemnified Party to give the Claim Notice promptly as required by this Section 8.4 shall not

affect such Indemnified Party's rights under this ARTICLE VIII except to the extent such failure is actually prejudicial to the rights and obligations of the Indemnitor.

(b) In calculating any Loss there shall be deducted (i) any insurance recovery actually received in respect thereof; (ii) any recovery in respect thereof which is obtained from any other third Person (and no right of subrogation shall accrue hereunder to any such insurer or other third Person) and (iii) any Tax benefit realized by the Indemnified Party arising from such Loss.

(c) For the purposes of determining (i) whether any breach of any representation or warranty contained in this Agreement (other than the representations and warranties contained in Section 3.6) has occurred and (ii) the amount of Losses resulting from any such breach, the determination shall, in each case, be made without references to the terms "material," "materiality," "Material Adverse Effect," "material adverse effect" or other similar qualifications as to materiality (other than specific monetary thresholds) contained in any such representation or warranty.

(d) After the giving of any Claim Notice pursuant hereto, the amount of indemnification to which an Indemnified Party shall be entitled under this ARTICLE VIII shall be determined: (i) by the written agreement between the Indemnified Party and the Indemnitor; (ii) by a final Order of any court of competent jurisdiction; or (iii) by any other means to which the Indemnified Party and the Indemnitor shall agree. The judgment or decree of a court shall be deemed final when the time for appeal, if any, shall have expired and no appeal shall have been taken or when all appeals taken shall have been finally determined. The Indemnified Party shall have the burden of proof in establishing the amount of Losses suffered by it.

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

#### **Section 8.5. Third Person Claims.**

(a) In the event an Indemnified Party provides the Indemnitor notice pursuant to Section 8.4 in respect of, arising out of or involving a claim or demand made by any third Person against the Indemnified Party (the "Third Person Claim Notice"), thereafter the Indemnified Party shall promptly deliver to the Indemnitor a copy of the Third Person Claim Notice and copies of all notices and documents (including court papers) received by the Indemnified Party relating to the third Person claim. Notwithstanding the foregoing, should a party be physically served with a complaint with regard to a third Person claim, the Indemnified Party must notify the Indemnitor with a copy of the complaint promptly after receipt thereof and shall deliver to the Indemnitor promptly after the receipt of such complaint copies of notices and documents (including court papers) received by the Indemnified Party relating to the third Person claim. Subject to Section 8.1, the failure of any Indemnified Party to promptly provide a Third Person Claim Notice as required by this Section 8.5 shall not affect such Indemnified Party's rights under this ARTICLE VIII except to the extent such failure is actually prejudicial to the rights and obligations of the Indemnitor.

(b) In the event of the initiation of any legal proceeding against the Indemnified Party by a third Person, the Indemnitor shall have the sole and absolute right after the receipt of a Third Person Claim Notice, at its option and at its own expense, to be represented by counsel of its choice and to control, defend against, negotiate, settle or otherwise deal with any proceeding, claim, or demand which relates to any loss, liability or damage indemnified against hereunder; provided, however, that the Indemnified Party may participate in any such proceeding with counsel of its choice and at its expense. The parties hereto agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such proceeding, claim or demand. Prior to the time the Indemnified Party is notified by the Indemnitor as to whether the Indemnitor will assume the defense of such proceeding, claim or demand, the Indemnified Party shall take all actions reasonably necessary to timely preserve the collective rights of the parties with respect to such proceeding, claim or demand, including responding timely to legal process. To the extent the Indemnitor elects not to defend such proceeding, claim or demand (or fails to confirm its election) within fifteen (15) days after the giving by the Indemnified Party to the Indemnitor of a Third Person Claim Notice, the Indemnified Party may retain counsel, reasonably acceptable to the Indemnitor, at the expense of the Indemnitor, and control the defense of, or otherwise deal with, such proceeding, claim or demand. Regardless of which party assumes the defense of such proceeding, claim or demand, the parties agree to cooperate with one another in connection therewith. Such cooperation shall include providing records and information that are relevant to such proceeding, claim or demand, and making each parties' employees and officers available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder and to act as a witness or respond to legal process. Whether or not the Indemnitor assumes the defense of such proceeding, claim or demand, the Indemnified Party shall not admit any liability with respect to, or settle, compromise or discharge, such proceeding, claim or demand without the Indemnitor's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed). The Indemnitor shall not consent to a settlement of, or the entry of any judgment arising from, any such proceeding, claim or demand without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed) unless such settlement or judgment (i) relates solely to monetary damages for which the Indemnitor shall be responsible and (ii) includes as an unconditional term thereof the release of the Indemnified Party from all liability with respect to such proceeding, claim or demand, in which event no such consent shall be required. After any final judgment or award shall have been rendered by a court, arbitration board or administrative agency of competent jurisdiction and the time in which to appeal therefrom has expired, or a settlement shall have been consummated, or the Indemnified Party and the Indemnitor shall arrive at a mutually binding agreement with respect to each separate matter alleged to be indemnified by the Indemnitor hereunder, the Indemnified Party shall forward to the Indemnitor notice of any sums due and owing by it with respect to such matter and the Indemnitor shall pay all of the sums so owing to the Indemnified Party by wire transfer, certified or bank cashier's check within fifteen (15) days after the date of such notice.

(c) The party that has assumed the control or defense of any such proceeding, claim or demand made by a third Person against the other party shall (i) provide the other party with the right to participate in any meetings or negotiations with any Governmental Authority or other third Person and reasonable advance notice of any such meetings or negotiations, (ii) provide the other party with the right to review in advance and provide comments on any draft

or final documents proposed to be submitted to any Governmental Authority or other third Person, and (iii) keep the other party reasonably informed with respect to such proceeding, demand or claim, including providing copies of all documents provided to, or received from, any Governmental Authority or any other third Person in connection with such proceeding, demand or claim. Buyer Group Members, on the one hand, and Seller Group Members, on the other hand, covenant and agree to maintain the confidence of all such drafts and comments provided by the other.

(d) To the extent of any inconsistency between this Section 8.5 and Section 6.1(c) with respect to Taxes, the provisions of Section 6.1(c) shall control.

**Section 8.6. Limitations; Subrogation; Exclusive Remedies.**

(a) Seller shall not be required to indemnify and hold harmless any Buyer Group Members pursuant to Section 8.2(a) unless and until the aggregate amount of Buyer Group Members' Losses resulting from any breach or inaccuracy of the representations and warranties contained in this Agreement exceeds the Deductible, and then only to the extent of such Losses in excess of the Deductible; provided, however, that the cumulative indemnification obligation of Seller under Section 8.2(a) shall in no event exceed the Cap; provided, further, however, that the foregoing limitations shall not apply in connection with claims for actual fraud or breaches or inaccuracies of a Seller Fundamental Representation.

(b) In any case where the Indemnified Party recovers from third Persons any amount in respect of a matter with respect to which the Indemnitor has indemnified it pursuant to this ARTICLE VIII, the Indemnified Party shall promptly pay over to the Indemnitor the amount so recovered (after deducting therefrom the full amount of the expenses incurred by it in procuring such recovery), but not in excess of any amount previously so paid by the Indemnitor to or on behalf of the Indemnified Party in respect of such matter.

(c) In the case where the Indemnitor makes any payment to the Indemnified Party in respect of any Loss, the Indemnitor shall, to the extent of such payment, be subrogated to all rights of the Indemnified Party against any third Person in respect of the Loss to which such payment relates. The Indemnified Party and the Indemnitor shall execute upon request all instruments reasonably necessary to evidence or further perfect such subrogation rights.

(d) Except for remedies that cannot be waived as a matter of law, claims arising from common law fraud with respect to the representations and warranties set forth herein or injunctive and provisional relief, if the Closing occurs, this ARTICLE VIII shall be the exclusive remedy for breaches of this Agreement (including any covenant, obligation, representation or warranty contained in this Agreement or in any certificate delivered pursuant to this Agreement) or otherwise relating to the subject matter of this Agreement, including any claims arising under any Environmental Laws.

**Section 8.7. No Special Damages; Mitigation.** Notwithstanding anything to the contrary contained in this Agreement, none of the parties hereto shall have any liability under any provision of this ARTICLE VIII (i) for any punitive or exemplary damages, except to the extent such damages are actually awarded to a third Person and (ii) any multiple, consequential,

special or indirect damages, including loss of future profits, revenue or income, damages based on any multiple of revenue or income, diminution in value or loss of business reputation or opportunity or statutory damages relating to the breach or alleged breach, except to the extent such damages were reasonably foreseeable or to the extent such damages are actually awarded to a third Person. Each of the parties agrees to use commercially reasonable steps to mitigate their respective Losses upon and after becoming aware of any event or condition which could reasonably be expected to give rise to any Losses that are indemnifiable hereunder, including using its reasonable best efforts to obtain insurance proceeds in respect thereof.

**Section 8.8. Tax Treatment of Indemnification Payments.** All indemnification payments made under this Agreement shall be treated for Tax purposes only as an adjustment to the Purchase Price to the maximum extent permitted by applicable Law.

## ARTICLE IX

### TERMINATION

#### **Section 9.1. Termination.**

(a) This Agreement may be terminated at any time prior to the Closing:

(i) by the mutual written consent of Seller and Buyer;

(ii) by Seller, if a breach or failure to perform any of the covenants or agreements of Buyer contained in this Agreement shall have occurred, or there shall be any inaccuracy of any of the representations or warranties of Buyer contained in this Agreement, and such breach, failure to perform or inaccuracy either individually or in the aggregate would, if occurring or continuing on the Closing Date, give rise to the failure of a condition set forth in Section 7.3 to be satisfied, and such breach, failure to perform or inaccuracy if curable, is not cured by, on or before the earlier of (A) the Termination Date or (B) thirty (30) days following Buyer's receipt of written notice from Seller of such breach, failure to perform or inaccuracy, or which by its nature or timing cannot be cured prior to the Termination Date; provided, however, that Seller shall not have the right to terminate this Agreement pursuant to this Section 9.1(a)(ii) if Seller is then in breach of any of its covenants or agreements contained in this Agreement or any of the representations or warranties of Seller contained in this Agreement shall be inaccurate, and, in any such case would give rise to the failure of a condition set forth in Section 7.2 to be satisfied;

(iii) by Buyer, if a breach or failure to perform any of the covenants or agreements of Seller contained in this Agreement shall have occurred, or there shall be any inaccuracy of any of the representations or warranties of Seller contained in this Agreement, and such breach, failure to perform or inaccuracy either individually or in the aggregate would, if occurring or continuing on the Closing Date, give rise to the failure of a condition set forth in Section 7.2 to be satisfied, and such breach, failure to perform or inaccuracy if curable, is not cured by, on or before the earlier of (A) the Termination Date or (B) thirty (30) days following Seller's receipt of written notice from Buyer of

such breach, failure to perform or inaccuracy, or which by its nature or timing cannot be cured prior to the Termination Date; provided, however, that Buyer shall not have the right to terminate this Agreement pursuant to this Section 9.1(a)(iii) if Buyer is then in breach of any of its covenants or agreements contained in this Agreement or any of the representations or warranties of Buyer contained in this Agreement shall be inaccurate, and, in any such case would give rise to the failure of a condition set forth in Section 7.3 to be satisfied;

(iv) by Buyer on or after July 28, 2020, if the FCC Applications have not been filed on or before July 27, 2020; provided, however, that Buyer shall not have the right to terminate this Agreement pursuant to this Section 9.1(a)(iv) if the failure to file the FCC Applications by such date is due to (A) Buyer's material breach of any of its covenants or agreements contained in this Agreement or the WDKY Term Sheet (as defined in the Settlement Agreement) or (B) Buyer otherwise acting in bad faith;

(v) by Seller or Buyer, if (A) there shall be any Law that prohibits the consummation of the transactions contemplated by this Agreement or (B) any Governmental Authority of competent jurisdiction shall have issued a final and nonappealable Order permanently enjoining or otherwise prohibiting the consummation of the sale of the Purchased Assets contemplated by this Agreement; or

(vi) by Seller or Buyer, if the Closing shall not have been consummated on or before October 27, 2021 (the "Termination Date"). Notwithstanding the foregoing, the right to terminate this Agreement under this Section 9.1(a)(vi) shall not be available to any party if the failure of the Closing to occur by such date shall be due to (i) the failure of such party to perform or observe the covenants and agreements of such party set forth in this Agreement or (ii) delays in the processing of the FCC Applications or receipt of the FCC Consent as a result of the effects of the COVID-19 virus.

(b) The party desiring to terminate this Agreement pursuant to Section 9.1(a) (other than pursuant to Section 9.1(a)(i)) shall give written notice of such termination to the other party or parties, as applicable.

(c) In the event that this Agreement shall be terminated pursuant to Section 9.1(a), all further obligations of the parties under this Agreement (other than Section 6.7, this ARTICLE IX and ARTICLE X, and, for the avoidance of doubt, the Settlement Agreement and the documents referenced in Sections 2, 3, and 4 of the Settlement Agreement (including the WDKY Term Sheet (as defined in the Settlement Agreement)), which, in each case, shall remain in full force and effect notwithstanding such termination) shall be terminated without further liability of any party; provided that nothing herein shall relieve any party from liability for any breach of this Agreement.

## ARTICLE X

### MISCELLANEOUS

**Section 10.1. Amendment and Modification.** Subject to applicable Law, this Agreement may be amended, modified or supplemented in any and all respects by written agreement of Seller and Buyer at any time whether prior to or after the Closing with respect to any of the terms contained herein.

**Section 10.2. Waiver.** Subject to applicable Law, Buyer on the one hand, or Seller on the other hand, may (a) extend the time for the performance of any of the obligations or other acts of the other party, (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant to this Agreement of the other party or (c) waive compliance by the other party with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such party. The failure of any party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights, nor shall any single or partial exercise by any party of any of its rights under this Agreement preclude any other or further exercise of such rights or any other rights under this Agreement.

**Section 10.3. Expenses.** Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

**Section 10.4. Disclosure Schedule References.** All capitalized terms not defined in the Disclosure Schedule to this Agreement (the “Disclosure Schedule”) shall have the meanings assigned to them in this Agreement. The Disclosure Schedule shall, for all purposes in this Agreement, be arranged in numbered and lettered parts and subparts corresponding to the numbered and lettered sections and subsections contained in this Agreement. Each item disclosed in the Disclosure Schedule shall constitute an exception to or, as applicable, disclosure for the purposes of, the representations and warranties (or covenants, as applicable) to which it makes express reference and shall also be deemed to be disclosed or set forth for the purposes of every other part in the Disclosure Schedule relating to the representations and warranties (or covenants, as applicable) set forth in this Agreement to the extent a cross-reference within the Disclosure Schedule is expressly made to such other part in the Disclosure Schedule, as well as to the extent that the relevance of such item as an exception to or, as applicable, disclosure for purposes of, such other section of this Agreement is reasonably apparent from the face of such disclosure. The listing of any matter on the Disclosure Schedule shall not be deemed to constitute an admission by Seller or Buyer, as applicable, or to otherwise imply, that any such matter is material, is required to be disclosed by Seller or Buyer under this Agreement or falls within relevant minimum thresholds or materiality standards set forth in this Agreement. No disclosure in the Disclosure Schedule relating to any possible breach or violation by Seller or Buyer of any Contract or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In no event shall the listing of any matter in the Disclosure Schedule be deemed or interpreted to expand the scope of the representations, warranties, covenants or agreements set forth in this Agreement.

**Section 10.5. Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by facsimile (with confirmation of transmission), by email (with confirmation of receipt) or sent by a nationally recognized

overnight courier service, such as Federal Express, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice made pursuant to this Section 10.5):

If to Buyer:

Nexstar Media Group, Inc.  
545 E. John Carpenter Freeway  
Suite 700  
Irving, Texas 75062  
Attention: Perry A. Sook and Elizabeth Ryder  
Facsimile: (972) 373-8888  
Email: psook@nexstar.tv and eryder@nexstar.tv

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

Debevoise & Plimpton LLP  
919 Third Avenue  
New York, NY 10022  
Attention: Paul S. Bird  
Fax: (212) 521-7435  
Email: psbird@debevoise.com

If to Seller, to:

Sinclair Broadcast Group, Inc.  
10706 Beaver Dam Road  
Cockeysville, Maryland 21030  
Attention: Christopher S. Ripley and David B. Gibber  
Facsimile: (410) 568-1537  
Email: csripley@sbgstv.com and dbgibber@sbgstv.com

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

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

**Section 10.6. Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, it being understood that each party hereto need not sign the same counterpart. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by all of the other parties hereto. Signatures delivered electronically or by facsimile shall be deemed to be original signatures.

**Section 10.7. Entire Agreement; No Third-Party Beneficiaries.** This Agreement (including the Exhibits hereto and the documents and the instruments referred to herein), the Disclosure Schedule, the Confidentiality Agreement, the Seller Ancillary Agreements, the Buyer Ancillary Agreements, the Settlement Agreement and the documents referenced in Sections 2, 3, and 4 of the Settlement Agreement (a) constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between Seller and Buyer with respect to the subject matter hereof and thereof and (b) are not intended to and do not confer any rights, benefits, remedies, obligations or liabilities upon any Person other than the parties, their respective successors and permitted assigns, and the Buyer Group Members and Seller Group Members pursuant to ARTICLE VIII.

**Section 10.8. Severability; Assignment.** If any term or other provision of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, so long as the economic and legal substance of the transactions contemplated hereby, taken as a whole, is not affected in a manner materially adverse to any party hereto. Upon such a determination, the parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the parties hereto, in whole or in part (whether by operation of Law or otherwise), without the prior written consent of the other party, and any such assignment without such consent shall be null and void. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.

**Section 10.9. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to conflicts of laws principles that would result in the application of the Law of any other state.

**Section 10.10. Enforcement; Exclusive Jurisdiction.**

(a) The rights and remedies of the parties to this Agreement shall be cumulative with and not exclusive of any other remedy conferred hereby. The parties hereto agree that irreparable damage would occur and that the parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, including the obligations to consummate the Closing, the Seller Ancillary Agreements and the Buyer Ancillary Agreements, in the Court of Chancery of the State of Delaware or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any federal court located in the State of Delaware without proof of actual damages or otherwise (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties' rights in this Section 10.10 are an

integral part of the transactions contemplated hereby and each party hereby waives any objections to any remedy referred to in this Section 10.10.

(b) In addition, each of the parties (i) consents to submit itself, and hereby submits itself, to the personal jurisdiction of the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and agrees not to plead or claim any objection to the laying of venue in any such court or that any judicial proceeding in any such court has been brought in an inconvenient forum, (iii) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, and (iv) consents to service of process being made through the notice procedures set forth in Section 10.5.

**Section 10.11. Waiver of Jury Trial.** EACH OF THE PARTIES TO THIS AGREEMENT HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**Section 10.12. Disclaimer of Warranties.** Seller makes no representations or warranties with respect to any projections, forecasts or forward-looking information provided to Buyer. There is no assurance that any projected or forecasted results will be achieved. EXCEPT AS TO THOSE MATTERS EXPRESSLY COVERED BY THE REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT AND THE SELLER ANCILLARY AGREEMENTS AND THE CERTIFICATES DELIVERED BY SELLER PURSUANT TO SECTION 7.2, SELLER IS SELLING THE BUSINESS AND THE PURCHASED ASSETS ON AN “AS IS, WHERE IS” BASIS AND SELLER DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTIES WHETHER EXPRESS OR IMPLIED. SELLER MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NO IMPLIED WARRANTIES WHATSOEVER. Buyer acknowledges that neither Seller nor any of its representatives nor any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any memoranda, charts, summaries or schedules heretofore made available by Buyer or its representatives or Affiliates or any other information which is not included in this Agreement or the Schedules hereto, and neither Seller nor any of its representatives nor any other Person will have or be subject to any liability to Buyer, any Affiliate of Buyer or any other Person resulting from the distribution of any such information to, or use of any such information by, Buyer, any Affiliate of Buyer or any of their agents, consultants, accountants, counsel or other representatives. In making its determination to proceed with the transactions contemplated by this Agreement, Buyer and its Affiliates have relied solely on (a) the results of their own independent investigation and (b) the representations and warranties of Seller expressly and specifically set forth in this Agreement and the Seller

Ancillary Agreements. Buyer and its Affiliates expressly and specifically disclaim that they are relying upon or have relied upon any representation or warranty of any kind or nature, whether express or implied, not included in this Agreement or any Seller Ancillary Agreement that may have been made by any Person, and acknowledge and agree that Seller expressly and specifically disclaims any such other representations and warranties.

*[Remainder of Page Intentionally Left Blank]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**SELLER**

SINCLAIR TELEVISION GROUP, INC.

DocuSigned by:

By: Chris Ripley

Name: Christopher S. Ripley

Title: President & Chief Executive Officer

**BUYER**

TRIBUNE MEDIA COMPANY

By:  \_\_\_\_\_

Name: Thomas Carter

Title: EVP & Chief Financial  
Officer

Exhibit A

Form of Bill of Sale and Assignment and Assumption Agreement

[attached]

## **BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

This BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”), dated as of [●], 202[●], is made and delivered by and between Sinclair Television Group, Inc., a Maryland corporation (“Seller”), and Tribune Media Company, a Delaware corporation (“Buyer”), pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of July 15, 2020, between Seller and Buyer (the “Purchase Agreement”). All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

### **RECITALS**

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to cause to be sold, conveyed, assigned, transferred and delivered to Buyer, and Buyer has agreed to purchase, acquire and accept, the entire right, title and interest in, to and under the Purchased Assets, free of all Liens other than Permitted Liens; and

WHEREAS, pursuant to the Purchase Agreement, Buyer has agreed to assume, pay, perform or discharge when due, as appropriate, the Assumed Liabilities;

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby covenant and agree as follows:

### **ARTICLE I**

#### **BILL OF SALE AND ASSIGNMENT**

1.1 Pursuant to Article II of the Purchase Agreement, Seller does hereby sell, convey, assign, transfer and deliver to Buyer all of Seller’s right, title and interest in, to and under any and all of the Purchased Assets (with the exception of the FCC Licenses and the Owned Real Property, which are being conveyed to Buyer or its Affiliate through other conveyance documents), free and clear of all Liens (other than Permitted Liens) on the terms and conditions of the Purchase Agreement, to have and to hold the same unto Buyer, its successors and assigns forever, and Buyer does hereby accept all such right, title and interest in, to and under any and all of such Purchased Assets.

### **ARTICLE II**

#### **ASSUMPTION**

2.1 Pursuant to Article II of the Purchase Agreement, Buyer does hereby assume and shall hereafter be obligated for, and agrees to pay, perform and discharge in accordance with their terms, any and all of the Assumed Liabilities, on the terms and conditions of the Purchase Agreement.

ARTICLE III  
MISCELLANEOUS

3.1 Purchase Agreement Controls. All terms and conditions of, and all representations, warranties, covenants and agreements relating to, the transactions contemplated by the Purchase Agreement are set forth in the Purchase Agreement. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties contained in the Purchase Agreement.

3.2 Miscellaneous. The terms and provisions of Sections 10.1, 10.2, 10.3, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10 and 10.11 of the Purchase Agreement are hereby incorporated herein by reference and apply, *mutatis mutandis*, to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**SINCLAIR TELEVISION GROUP, INC.,**  
a Maryland corporation

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

**TRIBUNE MEDIA COMPANY,**  
a Delaware corporation

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

Exhibit B

Form of Assignment of FCC Licenses

[attached]

## ASSIGNMENT OF FCC LICENSES

This ASSIGNMENT OF FCC LICENSES (this “Agreement”), dated as of [●], 202[●], is made and delivered by and between WDKY Licensee, LLC (“Seller”), and Tribune Media Company, a Delaware corporation (“Buyer”), pursuant to, and subject to the terms of, that certain Asset Purchase Agreement, dated as of July 15, 2020, between Sinclair Television Group, Inc., a Maryland corporation (“Sinclair”) and Buyer (the “Purchase Agreement”). All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

### RECITALS

WHEREAS, pursuant to the Purchase Agreement, Sinclair has agreed to cause to be sold, conveyed, assigned, transferred and delivered to Buyer, and Buyer has agreed to purchase, acquire and accept, the entire right, title and interest in, to and under the Purchased Assets (including the FCC Licenses), free of all Liens other than Permitted Liens; and

WHEREAS, the FCC has authorized the assignment of the FCC Licenses;

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby covenant and agree as follows:

### ARTICLE I ASSIGNMENT

1.1 Pursuant to Article II of the Purchase Agreement, Seller does hereby assign to Buyer the FCC Licenses and all of Seller’s right, title and interest thereunder, including all rights in and to the Station’s call letters, together with any renewals or modifications thereof and applications therefor, and Buyer does hereby accept such assignment.

### ARTICLE II MISCELLANEOUS

2.1 Purchase Agreement Controls. All terms and conditions of, and all representations, warranties, covenants and agreements relating to, the transactions contemplated by the Purchase Agreement are set forth in the Purchase Agreement. To the extent that any provision of this Agreement is inconsistent or conflicts with the Purchase Agreement, the provisions of the Purchase Agreement shall control. Nothing contained in this Agreement shall be deemed to supersede, enlarge, limit or otherwise modify any of the obligations, agreements, covenants, representations or warranties contained in the Purchase Agreement.

2.2 Miscellaneous. The terms and provisions of Sections 10.1, 10.2, 10.3, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10 and 10.11 of the Purchase Agreement are hereby incorporated herein by reference and apply, *mutatis mutandis*, to this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**WDKY LICENSEE, LLC**  
a Delaware limited liability company

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

**TRIBUNE MEDIA COMPANY,**  
a Delaware corporation

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

Exhibit C

Form of Transition Services Agreement

[attached]

## TRANSITION SERVICES AGREEMENT

THIS TRANSITION SERVICES AGREEMENT (this “Agreement”) is made and entered into effective as of [●], 202[●] (the “Effective Date”) by and between Sinclair Television Group, Inc., a Maryland corporation (“Sinclair”), and Tribune Media Company, a Delaware corporation (“Tribune”). Sinclair and Tribune may sometimes be collectively referred to in this Agreement as the “Parties” or individually, each as a “Party”.

A. Sinclair and Tribune have entered into that certain Asset Purchase Agreement for the sale to Tribune of the television broadcast station WDKY-TV, Danville, Kentucky (the “Station”), dated as of July 15, 2020 (as amended, restated, modified or supplemented from time to time, the “Purchase Agreement”).

B. The Parties wish to set forth the terms and conditions by which Sinclair will provide to Tribune certain transition services during the term of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants, representations and warranties made herein, and of the mutual benefits to be derived hereby, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### 1. Services; Service Fees.

(a) On the terms and subject to the conditions set forth herein (including the payment of Service Fees (as described and defined in the Services Schedule (as defined below)) and Costs (as defined below)), Sinclair, through its and its affiliates’ employees (and to the extent agreed in writing by Tribune, through its affiliates’ agents and contractors) shall provide to Tribune the services described in the Services and Fees Schedule (the “Services Schedule”) attached hereto as Schedule A (collectively, together with any Additional Services added to Schedule A pursuant to Section 1(d), the “Services”) for the duration of the applicable Service Period (as described and defined in the Services Schedule). In the event Sinclair’s costs of providing a Service to Tribune materially increases or decreases, then the Parties will negotiate in good faith an appropriate adjustment to the applicable Service Fee (based on a methodology consistent with that used to arrive at the initial charges).

(b) Sinclair shall provide the Services to Tribune from locations of Sinclair’s choice, unless the Services are required to be performed at a specific location identified in Schedule A. Should the provision of any Service require personnel of Sinclair or its affiliates or consultants to travel beyond twenty-five (25) miles from his or her employment location, Tribune shall reimburse Sinclair for all reasonable travel-related costs pre-approved in writing by Tribune, consistent with Sinclair’s travel policy in effect as of the date hereof.

(c) In addition to the Service Fees, Tribune shall reimburse Sinclair for Sinclair’s and its affiliates’ out-of-pocket costs incurred with the prior written approval of Tribune in providing a Service (including the costs contemplated by the second sentence of clause (b) above, the “Costs”). In no event shall Tribune be required to reimburse for out-of-pocket costs not incurred exclusively in providing Services.

(d) If, at any time within thirty (30) days following the Effective Date, Tribune reasonably determines that (i) a particular service within one of the categories listed on Schedule A provided by Sinclair to the Station as of the Effective Date was inadvertently omitted from Schedule A or (ii) additional services not reflected on Schedule A that fall outside of the categories listed on Schedule A but are reasonably necessary for the operation of the Station after the Effective Date (each such potential service, an “Additional Service”), Tribune may request Sinclair provide any such Additional Service. In the event that Service Recipient requests any Additional Services and Sinclair consents to the providing of such Service (such consent not to be unreasonably withheld), then the Parties shall amend Schedule A for each such Additional Service setting forth a description of such Additional Service, the Service Period for such Additional Service, the cost, if any, for such Additional Service (which shall be equal to Sinclair’s cost of providing such Additional Service, without markup) and any other provisions applicable thereto.

(e) Sinclair shall perform the Services in in a workman-like and professional manner in compliance with applicable Law (as defined in the Purchase Agreement) and with substantially the same degree of skill, quality and care customarily exercised by Sinclair and its affiliates for the provision of services by Sinclair and its affiliates to the Station during the twelve (12)-month period prior to the Effective Date. In the event of any breach of this Agreement by Sinclair or its affiliates or their respective agents or contractors with respect to any error or defect in providing any Service, Sinclair shall, at Tribune’s request (this being in addition to any other remedy to which Tribune is entitled at law or in equity), without the payment of any further Service Fees or Costs by Tribune, use its commercially reasonable best efforts to correct or cause to be corrected such error or defect or reperform or cause to be reperformed such Service, as promptly as practicable.

(f) The Parties shall use their commercially reasonable good faith efforts to cooperate with and assist each other, at Tribune’s cost and expense, in connection with the transition from the performance of the Services by Sinclair to the performance of such services by Tribune, taking into account the need to minimize both the cost of such transition and the disruption to the ongoing business activities of the Parties.

## **2. Payment of Service Fees.**

(a) Sinclair shall, on a calendar month basis, invoice Tribune for any Services performed and the Service Fees (pro rated to the extent provided for less than a full period) and Costs incurred in connection with the Services provided hereunder and otherwise in accordance with the terms hereof. Each such invoice shall set forth in reasonable detail a description of (i) the Services performed during the preceding month, (ii) the Service Fees charged and payable therefor and (iii) the Costs incurred and payable. Tribune shall pay any undisputed amounts in an invoice promptly but in no event later than thirty (30) days after the date of the invoice. Tribune shall notify Sinclair promptly, and in no event later than ten (10) business days (where the term “business day” as used in this Agreement shall mean any day other than a Saturday, a Sunday or a day on which commercial banking institutions in New York, New York are authorized or obligated by Law (as defined in the Purchase Agreement) or executive order to be closed) following receipt of Tribune’s invoice, of any disputed charges.

(b) Any payments under this Agreement that are not made on or before the applicable due date (other than any portion of such payment that is being disputed in good faith) shall bear interest at the per annum rate of the lesser of (i) the Prime Rate as reported in the print edition of *The Wall Street Journal*, Eastern Edition, on the payment due date or, if unavailable, on the latest date prior to the payment due date on which such rate is available, and (ii) the maximum rate allowed by Law, calculated on a daily basis on the actual number of days elapsed from the payment due date to the date of actual payment.

### **3. Term of Agreement.**

(a) This Agreement will commence on the Effective Date and will continue in effect until the six (6)-month anniversary of the Effective Date (the “Term”), unless earlier terminated in accordance with Section 4; provided that the Term may be extended by the mutual written agreement of the Parties; provided, further, that any provision of this Agreement that by its nature should survive shall survive the expiration or termination of this Agreement.

(b) If Tribune desires to extend any particular Service Period, it shall deliver a notice to Service Provider requesting an extension, which notice shall describe the Service for which Service Recipient is requesting the extension and the duration of the extension (which may not extend beyond the Term). Such Service Period shall be so extended to the extent Sinclair consents to the extension (such consent not to be unreasonably withheld).

### **4. Termination of Services.**

(a) Tribune may terminate this Agreement or any or all of the Services by giving Sinclair not less than fourteen (14) days’ prior written notice of the termination thereof.

(b) In the event that either Sinclair, on the one hand, or Tribune, on the other hand (the “Breaching Party”), materially breaches any of its obligations under this Agreement, Tribune (in the case where Sinclair is the Breaching Party) or Sinclair (in the case where Tribune is the Breaching Party) (the “Complaining Party”) may terminate this Agreement at any time upon prior written notice to the Breaching Party, specifying the breach and its claim of right to terminate, and such breach is either (i) not capable of being cured or (ii) capable of being cured, but the Breaching Party fails to effectuate such cure within thirty (30) days of receiving written notice of such breach.

(c) Sinclair, on the one hand, or Tribune, on the other hand, may terminate this Agreement immediately upon written notice to the other Party, if Tribune (in the case of a termination by Sinclair) or Sinclair (in a case of termination by Tribune) (i) files in any court or with any other Governmental Authority (as defined in the Purchase Agreement), pursuant to any statute or regulation of any state or country, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of that Party or of its assets; (ii) proposes a written agreement of composition or extension of its debts; (iii) is served with an involuntary petition against it, filed in any insolvency proceeding, and such petition is not dismissed within sixty (60) days after the filing thereof; (iv) consents to the appointment or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of such Party or for any substantial part of its property or makes

any assignment for the benefit of creditors; (v) admits in writing its inability to pay its debts generally as they become due; or (vi) has issued or levied against its property any judgment, writ, warrant of attachment or execution or similar process that represents a substantial portion of its property.

(d) This Agreement may be terminated upon the mutual written agreement of Sinclair and Tribune at any time.

**5. Limited Liability of Parties; Indemnity.**

(a) Tribune shall indemnify and hold harmless Sinclair, its affiliates and their respective officers, directors, members, managers, employees and agents ("Sinclair Indemnified Parties") from and against any and all costs, expenses (including, without limitation, reasonable attorneys' fees), losses, claims, suits, actions, or liabilities (collectively, "Losses") in any way caused by or arising from (i) any breach of this Agreement by Tribune, (ii) an act or omission to act in connection with its performance of the Services hereunder constituting gross negligence, willful misconduct, fraud or bad faith of Tribune or (iii) Sinclair or its affiliates performance of the Services, other than an act or omission to act by Sinclair or its affiliates in connection with their performance of the Services hereunder constituting gross negligence, willful misconduct, fraud or bad faith of Sinclair or any of its affiliates.

(b) Sinclair shall indemnify and hold harmless Tribune, its affiliates and their respective officers, directors, members, managers, employees and agents ("Tribune Indemnified Parties" and, together with the Sinclair Indemnified Parties, the "Indemnified Parties") from and against any and all Losses in any way caused by or arising from (i) any breach of this Agreement by Sinclair or (ii) an act or omission to act in connection with its performance hereunder constituting gross negligence, willful misconduct, fraud or bad faith of Sinclair or any of its affiliates.

(c) The sole and exclusive remedy at Law for any claim (whether such claim is framed in tort (including negligence), contract, strict liability or otherwise) arising out of a breach of any covenant, agreement or undertaking in or pursuant to this Agreement shall be a claim for actual damages, which claims are independent of and in addition to any equitable rights or remedies. IN NO EVENT SHALL ANY INDEMNIFYING PARTY IN ANY CASE BE LIABLE FOR LOST PROFITS, LOSS OF TECHNOLOGY, RIGHTS OR SERVICES, LOSS OF DATA, INTERUPPTION OR LOSS OF USE OF SERVICE, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES ARISING FROM ANY CLAIM RELATING TO BREACH OF THIS AGREEMENT OR OTHERWISE RELATING TO ANY OF THE SERVICES PROVIDED HEREUNDER (EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER UNDER THEORY OF TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE. Except in the case of gross negligence, willful misconduct, fraud or bad faith of Tribune, the maximum aggregate liability of Tribune and its affiliates and its and their respective employees, agents and contractors to the Sinclair Indemnified Parties under this Agreement shall not exceed the aggregate amount of Service Fees received by Tribune from Sinclair hereunder.

(d) EXCEPT AS SPECIFIED IN THIS AGREEMENT, TRIBUNE IS PROVIDING THE SERVICES ON AN “AS-IS, WHERE-IS” BASIS. NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, ARE MADE OR CREATED AMONG THE PARTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SINCLAIR ACKNOWLEDGES AND AGREES THAT TRIBUNE HAS MADE NO REPRESENTATION OR WARRANTY WHATSOEVER RELATED TO THE SERVICES OR THE TRANSACTIONS CONTEMPLATED HEREBY AND SINCLAIR HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, EXCEPT, IN EACH CASE, FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT.

**6. Compliance with Laws.** Each Party will, with respect to its obligations and performance hereunder, comply in all material respects with all applicable requirements of foreign, federal, state and local Laws, rules and regulations, including without limitation import and export control, environmental Laws and occupational safety requirements.

**7. Notices.** All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally, by facsimile (with confirmation of transmission), by email (with confirmation of receipt) or sent by a nationally recognized overnight courier service, such as Federal Express, to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice made pursuant to this Section 7:

If to Tribune:

Nexstar Media Group, Inc.  
545 E. John Carpenter Freeway  
Suite 700  
Irving, Texas 75062  
Attention: Perry A. Sook and Elizabeth Ryder  
Facsimile: (972) 373-8888  
Email: psook@nexstar.tv and eryder@nexstar.tv

If to Sinclair, to:

Sinclair Broadcast Group, Inc.  
10706 Beaver Dam Road  
Cockeysville, Maryland 21030  
Attention: Christopher S. Ripley and David B. Gibber  
Facsimile: (410) 568-1537  
Email: csripley@sbgstv.com and dbgibber@sbgstv.com

**8. Severability; Assignment.** If any term or other provision of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, so long as the economic and legal substance of the transactions contemplated hereby, taken as a whole, is not affected in a manner materially adverse to any Party hereto.

Upon such a determination, 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 an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties hereto, in whole or in part (whether by operation of Law or otherwise), without the prior written consent of the other Party, and any such assignment without such consent shall be null and void. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and permitted assigns.

**9. Counterparts; Titles and Headings.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, it being understood that each Party hereto need not sign the same counterpart. This Agreement shall become effective when each Party hereto shall have received a counterpart hereof signed by all of the other Parties hereto. Signatures delivered electronically or by facsimile shall be deemed to be original signatures. The headings in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

**10. Entire Agreement.** This Agreement and Schedule A attached hereto constitute the entire agreement between the Parties with respect to the matters covered hereby and supersede all previous written, oral or implied understandings among them with respect to such matters. In the event and to the extent that there is a conflict between the provisions of this Agreement and the provisions of the Purchase Agreement as it relates to the Services, the provisions of this Agreement shall control. None of the provisions of this Agreement shall have an effect on or relieve any of the Parties of their obligations under the Purchase Agreement.

**11. Amendment and Modification.** Subject to applicable Law, this Agreement may be amended, modified or supplemented in any and all respects by written agreement of Sinclair and Tribune at any time with respect to any of the terms contained herein.

**12. Waiver.** Subject to applicable Law, Sinclair on the one hand, or Tribune on the other hand, may (a) extend the time for the performance of any of the obligations or other acts of the other Party, or (b) waive compliance by the other Party with any of the agreements or conditions contained in this Agreement. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party. The failure of any Party to assert any of its rights under this Agreement or otherwise shall not constitute a waiver of such rights, nor shall any single or partial exercise by any Party of any of its rights under this Agreement preclude any other or further exercise of such rights or any other rights under this Agreement.

**13. No Strict Construction.** Each Party acknowledges that this Agreement has been prepared jointly by the Parties hereto, and shall not be strictly construed against any Party. The Parties hereto do not intend that the presumptions set forth in Laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or Schedule A attached hereto, and therefore, waive their effects for all purposes.

**14. Governing Law; Enforcement; Exclusive Jurisdiction; Waiver of Jury**

**Trial.**

(a) This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to conflicts of laws principles that would result in the application of the Law of any other state.

(b) The rights and remedies of the Parties shall be cumulative with and not exclusive of any other remedy conferred hereby. The Parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the Parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any federal court located in the State of Delaware without proof of actual damages or otherwise (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The Parties' rights in this Section 14 are an integral part of the transactions contemplated hereby and each party hereby waives any objections to any remedy referred to in this Section 14.

(c) In addition, each of the Parties (i) consents to submit itself, and hereby submits itself, to the personal jurisdiction of the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and agrees not to plead or claim any objection to the laying of venue in any such court or that any judicial proceeding in any such court has been brought in an inconvenient forum, (iii) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, and (iv) consents to service of process being made through the notice procedures set forth in this Section 14.

(d) EACH OF THE PARTIES HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

**15. Remedies.** All remedies, either under this Agreement or by Law or otherwise afforded to the Parties hereunder, shall be cumulative and not alternative, and any Person having any rights under any provision of this Agreement will be entitled to enforce such

rights specifically, to recover damages by reason of any breach of this Agreement and to exercise all other rights granted by Law, equity or otherwise.

**16. Relationship of Parties.** The Parties are independent contractors, and neither Party nor its employees or agents will be deemed to be employees or agents of the other for any purpose or under any circumstances. No partnership, joint venture, alliance, fiduciary or any relationship other than that of independent contractors is created hereby, expressly or by implication. Neither Party shall: (a) act or represent or hold itself out as having authority to act as an agent or partner of the other Party; or (b) in any way bind or commit the other Party to any obligations or agreement.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each Party has caused its duly authorized representative to execute this Agreement effective as of the Effective Date.

**Sinclair:**

**SINCLAIR TELEVISION GROUP, INC.**

By: \_\_\_\_\_

Name:

Title:

**Tribune:**

**TRIBUNE MEDIA COMPANY**

By: \_\_\_\_\_

Name:

Title:

**Schedule A**

Services and Fees Schedule

<b><u>Services</u></b>	<b><u>Service Fees</u></b>	<b><u>Service Periods</u></b>
<p>Accounts Receivable</p> <ul style="list-style-type: none"> <li>• Log Reconciliation.</li> <li>• Billing, Cash Application (checks, credit cards, EFTs, etc.), Credit card processing, adjustments (Pre/Post Invoicing Adjustments, Trade, Agency Commission, etc.), credit and collections, end of month cash and adjustment balancing.</li> <li>• Provide Order to Cash (O2C) financial operations for traditional advertising such as account setup and maintenance, rate maintenance, order entry and processing, customer credit, customer invoicing, legal invoicing, cash application, accounts receivable, fulfillment reporting, reconciliation, and revenue reporting.</li> <li>• Manage and support IT systems used for traditional advertising O2C operations.</li> </ul> <p>Accounting/Business Support</p> <ul style="list-style-type: none"> <li>• To provide support and assistance regarding:               <ul style="list-style-type: none"> <li>○ Asset and Liability beginning balance support</li> <li>○ Fixed assets accounting support</li> <li>○ Transition of accounts payable</li> <li>○ Transition of any station purchasing cards or fleet card programs</li> <li>○ Misc. assistance to transition other station operations</li> <li>○ Repack accounting transition support, if applicable</li> </ul> </li> </ul>	<p>██████████</p>	<p>Up to 60 days</p>
<p>Payroll/Benefits</p> <ul style="list-style-type: none"> <li>• Calculation and processing of payments due to employees</li> <li>• Garnishment processing</li> <li>• All Tax filings</li> <li>• Timekeeping and time off tracking</li> <li>• Continuance of benefits under current H&amp;W benefits plans</li> <li>• Manage and support IT systems used for payroll and benefits</li> </ul>	<p>██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████</p>	<p>Up to 60 days</p>
<p>Traffic</p> <ul style="list-style-type: none"> <li>• All Traffic services for the Fox log.</li> </ul>	<p>██████████</p>	<p>Up to 90 days</p>

<p>Digital</p> <ul style="list-style-type: none"> <li>• CMS, Ad Ops, bandwidth and delivery, mobile app management, live streaming, and all Digital Agency Services.</li> </ul>	<p>[REDACTED]</p>	<p>Up to 90 days</p>
<p>IT (excluding CenturyLink Point to Point circuit)</p> <ul style="list-style-type: none"> <li>• Sinclair will continue to provide IT support for Lexington operations until circuit transport services are transitioned.</li> <li>• Sinclair and Tribune will cooperate in the use of applicable migration tool for migration of accounts to Tribune.</li> <li>• Tribune intends to transition as soon as possible, however we have no guarantee of circuit installation timings. <ul style="list-style-type: none"> <li>○ Internet Access and Systems</li> <li>○ Web and Spam Filter</li> <li>○ Router Systems</li> <li>○ Anti-Spyware/Virus</li> <li>○ FTP Services</li> <li>○ Active Directory System</li> <li>○ Software licensing</li> <li>○ Core servers and storage</li> <li>○ WAN and LAN Systems Management</li> <li>○ VPN</li> <li>○ Desktop Support</li> <li>○ Windows update service</li> <li>○ Email Systems</li> </ul> </li> </ul>	<p>[REDACTED]</p>	<p>Up to 90 days</p>
<p>IT (CenturyLink Point to Point circuit)</p>	<p>[REDACTED]</p>	<p>Up to 90 days</p>
<p>Master Control Services</p> <ul style="list-style-type: none"> <li>• Sinclair will provide all aspects of Master Control out of its Columbus, OH operation. This will include: <ul style="list-style-type: none"> <li>• Execute on-air schedule as provided by Traffic;</li> <li>• Prepare and QC all recorded program and commercial content;</li> <li>• Provide connectivity from WKYT, air newscasts provided by WKYT, and integrate crawls into newscast;</li> <li>• Monitor WDKY's signal and maintain discrepancy report and record programs for verification;</li> </ul> </li> </ul>	<p>[REDACTED]</p>	<p>Up to 90 days</p>

1 [REDACTED]

2 [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

<ul style="list-style-type: none"> <li>• Maintain all equipment used for operation of WDKY 56-1;</li> <li>• Encode “passthru” program signals for Comet, TBD, Charge networks as 56-2,3,4.</li> </ul> <p>SELL (CRM), including, but not limited to, advertiser and advertiser contact information, daily logs, client CNAS and proposals, AES, and activity monitoring.</p>		
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The service fees set forth in this Schedule A shall be collectively referred to in this Agreement as the “Service Fees”. The service periods set forth in this Schedule A shall each be individually referred to in this Agreement as a “Service Period”.

\*Notwithstanding anything to the contrary in Section 6.2(d) of the Purchase Agreement, Seller shall remain responsible for and continue to pay all medical, life insurance, disability and other welfare plan expenses and benefits for each Transferred Employee with respect to claims incurred under the terms of the Employee Plans by such Employees and their covered dependents prior to the Employment Commencement Date (as defined in the Purchase Agreement), other than short term disability claims, so long as the transition services set forth in this Section are provided by Seller.