

**ASSET PURCHASE AGREEMENT**  
**DATED AS OF OCTOBER 7, 2019**  
**BY AND BETWEEN**  
**SILVERTON BROADCASTING COMPANY, LLC**  
**AND**  
**VISION WYOMING LLC**

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## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** (the “Agreement”) dated as of October 7, 2019, by and between (i) Silverton Broadcasting Company, LLC, a Delaware limited liability company (the “Seller”), and (ii) Vision Wyoming LLC, a Delaware limited liability company (the “Purchaser”).

**WHEREAS**, the Seller owns and operates the broadcast stations listed on Schedule A (collectively, the “Stations”) pursuant to certain authorizations issued by the United States Federal Communications Commission (the “FCC”) to the Seller;

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

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

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

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

### ARTICLE I. DEFINITIONS

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

(a) “Accounts Receivable” means all accounts receivable, notes receivable and other monies due to the Seller for sales and deliveries of goods, performance of services, sale of advertisements, broadcast time and programming, digital advertising services and other business transactions related to the Stations attributable to the period prior to the Effective Time.

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

(c) “Affiliate” means, as applied to any Person, (i) any other Person directly or indirectly controlling, controlled by or under common control with, that Person, or (ii) any director, partner, member, officer, manager, agent, employee or relative of such Person. For the purposes of this definition, “control” (including with correlative meanings, the terms “controlling,” “controlled by,” and “under common control with”) as applied to any Person, means the possession, directly or

indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract or otherwise.

(d) “Antitrust Law” means the Hart–Scott–Rodino Antitrust Improvements Act of 1976, as amended, the Sherman Act, as amended, the Clayton Act, as amended, the Federal Trade Commission Act, as amended, and any other federal, state or foreign law, regulation or decree designed to prohibit, restrict or regulate actions for the purpose or effect of monopolization or restraint of trade.

(e) “Assigned Licenses” means the FCC Licenses relating to KTWO-TV, K17JZ-D, K47AD-D, K13NZ-D, K22CI-D, K26LW-D, K30MX-D, K35CV-D, and KKTQ-LD.

(f) “Business Day” means any weekday (Monday through Friday) on which commercial banks in New York, New York are open for business.

(g) “Business Intellectual Property” means Intellectual Property that is used or held for use by the Seller for the operation of the Stations as currently conducted, including the Intellectual Property listed on Schedule 4.6.

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

(i) “Confidentiality Agreement” means the letter of confidentiality entered into by and between Kalil & Co., Inc., on behalf of the Seller and other sellers, and the Purchaser or its agent, dated as of October 3, 2018.

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

(k) “Databases” means databases in all forms, versions and media, together with prior and proposed updates, modifications and enhancements thereto, as well as all documentation and listings therefor.

(l) “DMA” means, with respect to the Stations, the Stations’ Nielsen Designated Market Area.

(m) “Eligible Accounts Receivable” means all Accounts Receivable except accounts that have any balance greater than one hundred twenty (120) days old.

(n) “Encumbrance” means any security interest, pledge, hypothecation, reservation, encroachment, mortgage, lien, charge, adverse claim of ownership or use, easement, conditional sale agreement, title retention or other security arrangement, restriction on transfer (such as a right of first refusal or other similar right), defect of title, charge, claim or other encumbrance of any kind or character.

(o) “Enforceability Exceptions” means the exceptions or limitations to the enforceability of Contracts under principles of general application relating to bankruptcy, reorganization, insolvency, moratorium or similar Law affecting creditors’ rights and relief of debtors generally, and rules of law and general principles of equity including rules of law and general principles of equity governing specific performance, injunctive relief and other equitable remedies (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(p) “Environmental Law” means any applicable law, order, regulation, decree, permit, license, ordinance, or other federal, state, county, provincial, local or foreign governmental requirements relating to pollution, the protection of human health and the environment, or the discharge or Release of any Hazardous Substance into the environment.

(q) “Equipment” means all machinery, equipment, computers, motor vehicles, aircraft, furniture, fixtures, furnishings, Transmission Equipment, tools, parts and supplies, inventory, advertising and promotional materials, blank films, tapes, telecommunications equipment, leasehold improvements and all other items of tangible personal property (other than those included in the Excluded Assets) owned or leased by the Seller and used or held for use by it in the operation of the Stations, including those items listed and described on Schedule 4.5 (other than such items that are no longer in use as a result of obsolescence or having been replaced by other items of tangible personal property of equal or greater value in accordance with this Agreement).

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

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

(t) “FCC Consent” means the actions of the FCC (including any action duly taken by the FCC’s staff pursuant to delegated authority) granting consent to the assignment of the Assigned Licenses necessary for the consummation of the Transactions.

(u) “FCC Licenses” means all of the FCC licenses, permits and other authorizations issued to the Seller with respect to the Stations including the FCC licenses, permits and other authorizations identified in Schedule 4.15(a).

(v) “Final Order” means action by the FCC (including action duly taken by the FCC’s staff pursuant to delegated authority) (a) which has not been vacated, reversed, stayed, set aside, annulled or suspended, (b) with respect to which no appeal, request for stay, or petition for rehearing, reconsideration or review by any court or administrative agency or by the FCC is pending, and (c) as to which the time for filing any such appeal, request, petition, or similar document for rehearing, reconsideration or review has expired (or if any such appeal, request, petition or similar document has been filed, the FCC action has been upheld in a proceeding pursuant thereto and no additional rehearing, review or reconsideration may be sought).

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

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

(y) “Governmental Order” means any statute, rule, regulation, order, ruling, writ, judgment, injunction, decree, stipulation, determination, quasi-judicial decision or award or administrative decision or award issued, promulgated or entered by or with any Governmental Authority or arbitrator of competent jurisdiction.

(z) “Hazardous Substance” means any petroleum, petroleum by-products, polychlorinated biphenyls and any pollutant, contaminant, hazardous or toxic substance, material, constituent or waste or any pollutant that is labeled or regulated as such by any Governmental Authority pursuant to an Environmental Law.

(aa) “Indemnity Escrow Balance” means (i) \$155,295 minus (ii) sum of the Escrow Deposit plus any interest or earning thereon transferred to the Indemnity Escrow.

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

(cc) “Intellectual Property” means any of the following and/or rights with respect to the following: (i) patents, patent disclosures and related improvements, (ii) trademarks, service marks, trade dress, logos, jingles, slogans, assumed names, brand names, trade names, call letters, corporate names and second-level domain names, along with any associated goodwill, (iii) copyrights and copyrightable works, (iv) trade secrets and confidential business information, including ideas, formulas, processes, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial, marketing and business data, pricing and cost information, business and marketing plans and customer and supplier lists and information, whether trade secrets or not, (v) Software, (vi) internet domain names and Internet web site addresses and all related web site content, (vii) registrations and applications to register any of the foregoing, if applicable, (viii) any and all continuations, divisions, reissues, extensions and renewals of any of the foregoing, if applicable, and (viii) rights to sue with respect to past and future infringements of any of the foregoing.

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

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

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

(gg) “Law” means, as in effect on any date of determination, applicable common law or any applicable statute, permit, ordinance, code or other law, rule, ordinance, regulation or



order enacted, adopted, promulgated or applied by any Governmental Authority, including any applicable Governmental Order.

(hh) “Liability” means any indebtedness, obligation and other liability (whether absolute, accrued, matured, contingent (or based upon any contingency), known or unknown, liquidated, unliquidated, fixed or otherwise, or whether due or to become due), including any fine, penalty, judgment, award or settlement respecting any judicial administrative or arbitration proceeding, damage, loss, claim or demand with respect to any Law.

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

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

(kk) “MVPD” means any multi-channel video programming distributor.

(ll) “Operative Agreements” means, collectively, this Agreement, the Confidentiality Agreement, the Bill of Sale, the Assignment and Assumption, the Assignments of Business Intellectual Property, the Assignments and Assumptions for Leases, the Assignments and Assumptions for FCC Licenses, the Non-Competition Agreement, and any other agreement or deed delivered in connection with the Closing, if any.

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

(nn) “Permitted Encumbrances” means, as to any Asset, (A) liens for Taxes, assessments and governmental charges not yet due and payable or that are being contested in good faith and with adequate reserves as required by GAAP; (B) zoning Laws and similar Laws that are not materially violated by any existing improvement or that do not prohibit or interfere with the use by the Purchaser following the Closing subject thereto as currently used in the operation of the Stations; (C) any rights reserved to any Governmental Authority to regulate the affected property (including restrictions stated in any permits); (D) in the case of any leased asset, (i) the rights of any lessor under the applicable lease agreement, (ii) any statutory lien for amounts that are not yet due and payable or that are being contested in good faith, and (iii) any other liens encumbering the fee title interest in any Leased Real Property and not attributable to the Seller that do not create a Material Adverse Effect; (E) Encumbrances created by or through the Purchaser or any of its Affiliates; (F) minor defects of title, easements, rights-of-way, restrictions and other minor imperfections or irregularities in title that are reflected in the public records that do not individually or in the aggregate materially detract from the value of the properties subject thereto or materially interfere with the right or ability to use the applicable Assets as presently utilized in the ordinary course of business or the value of the affected Assets; (G) Encumbrances that will be released or discharged prior to or as of the Closing and that are set forth on Schedule 1.1(nn) and denoted as such; and (H) Encumbrances set forth on Schedule 1.1(nn).

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

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

(qq) “Protected Data” means all personally identifiable information and confidential information in the Seller’s possession, custody, or control, including data accessed or stored on the Seller behalf.

(rr) “Real Property” means the Leased Real Property and the Owned Real Property.

(ss) “Release” means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing of a Hazardous Substance into the environment.

(tt) “Seller’s Secured Lender” shall mean The Gerald M. Friedman Trust Dated April 24, 2008, which has a perfected security interest in all the assets of the Seller, except its FCC licenses, to secure a promissory note dated Sept 15, 2014 in the amount of \$1,866,961.55 made by the Seller.

(uu) “Software” means all computer programs, materials, tapes, source code and object code, Databases and compilations, including data and collections of data (subject to the provisions of the Seller’s privacy policies), whether machine-readable or otherwise and all prior and proposed versions, releases, modifications, updates, upgrades and enhancements thereto, as well as all documentation and listings related thereto.

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

(ww) “Tax Return” means a report, return, filing, declaration, statement, or other information required to be filed, recorded, deposited, or otherwise supplied to a Governmental Authority with respect to any Tax, including any attachment thereto or amendment thereof.

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

(yy) “Transmission Equipment” means all analog, digital and other equipment owned by the Seller and used or held for use in the operations of the Stations, including the antennae, transmitters, microwave relays and all associated transmission equipment, lines and facilities.

(zz) “Treasury Regulations” means the final or temporary regulations promulgated under the Code by the United States Department of the Treasury, as amended and in effect from time to time.

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

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

<u>Term</u>	<u>Section</u>
Advertising Side Letter	3.2(b)(vi)
ACA	4.10(g)
Agreement	Preamble
Assets	2.1(b)
Assignment and Assumption	3.2(a)(ii)
Assignment of FCC Licenses	3.2(a)(iv)

<u>Term</u>	<u>Section</u>
Assignment of Business Intellectual Property	3.2(a)(v)
Assignments and Assumptions for Leases	3.2(a)(iii)
Assumed Liabilities	2.2(b)
Base Purchase Price	2.3(a)
Basket	8.5(a)
Benefit Plan(s)	4.10(a)
Bill of Sale	3.2(a)(i)
Business Contract(s)	2.1(b)(vii)
Business Employee(s)	4.9
Business Insurance Policies	4.18
Business License(s)	2.1(b)(vi)
Cap	8.5(a)
Closing	3.1
Closing Date	3.1
Code Section 409A	4.10(h)
Core Representations	8.1
Collection Period	2.4(a)(iii)
Damages	8.2
Deposit Escrow Agreement	2.3(b)
Effect	1.1(jj)
Effective Time	3.1
Escrow Agent	2.3(b)
Escrow Agreement	2.3(c)
Escrow Deposit	2.3(b)
Excluded Assets	2.1(c)
Excluded Contracts	2.1(c)(vii)
Excluded Liabilities	2.2(c)
FAA	4.5
FCC	Recitals
FCC Applications	6.4(b)
Final Purchase Price	2.5(b)(iii)
Financial Statements	4.11(a)
Improvement	2.1(b)(iii)
Indemnified Party	8.4(a)
Indemnifying Party	8.4(a)
Indemnity Escrow	2.3(c)
Indemnity Notice Period	8.4(b)
Ineligible Accounts Receivable	2.4(a)(iii)
Joint Instructions	3.2(a)(x)

<u>Term</u>	<u>Section</u>
Latest Balance Sheet	4.11(a)
Latest Balance Sheet Date	4.11(a)
Leased Real Property	2.1(b)(iv)
Material Advertiser	4.7(d)
Material Business Contracts	4.7(b)
Material Business License(s)	4.8
Non-Competition Agreement	3.2(b)(v)
Notice of Claim	8.4(a)
Other APAs	7.1(h)
Owned Real Property	2.1(b)(iii)
Phase I Environmental Assessment	6.13
Proceeds	6.10(a)
Program Payments	2.4(b)(i)
Prorations	2.5(a)
Purchase Price	2.3(a)
Purchaser	Preamble
Purchaser Indemnified Party	8.3
Purchaser Termination Event	9.1(e)
Real Property Leases	2.1(b)(iv)
Registered Intellectual Property	4.6
Required Consents	7.1(g)
Seller	Preamble
Seller's Indemnified Party	8.2
Stations	Recitals
Surveys	6.12
Third Party Claim	8.4(a)
Title Commitments	6.12
Transactions	Recitals
Transferred Employees	6.7(a)
Upset Date	9.1(a)(iii)

## ARTICLE II. PURCHASE AND SALE OF ASSETS

### 2.1 Purchase and Sale of Assets.

(a) Purchase and Sale. Upon the terms and subject to the conditions set forth herein, at the Closing the Purchaser shall purchase and acquire from the Seller, and the Seller shall irrevocably sell, convey, transfer, assign and deliver to the Purchaser, free and clear of all

Encumbrances other than Permitted Encumbrances, all right, title and interest of the Seller in and to the Assets.

(b) Assets. For all purposes of and under this Agreement, the term “Assets” shall mean, refer to and include all properties, assets, privileges, rights, interests and claims, real, personal or mixed, tangible and intangible, of every type and description (other than the Excluded Assets) that are owned, leased or licensed by the Seller and used or held for use in connection with the Stations as of the Closing Date. Without limiting the foregoing, the Assets shall include the following, except to the extent that any of the following are included within the Excluded Assets:

- (i) the Assigned Licenses and the Stations’ call letters;
- (ii) all files, logs and business records maintained by the Seller (or on its behalf) of every kind to the extent relating to the operations of the Stations, including programming information and studies, technical information and engineering data, news and advertising studies or consulting reports, sales correspondence, lists of advertisers, promotional materials, credit and sales records, and, to the extent permitted by applicable Law, copies of personnel files for Transferred Employees;
- (iii) all parcel(s) of real property, as more fully described in Schedule 4.12(a) hereto (the “Owned Real Property”), and all the rights arising out of the ownership thereof or appurtenant thereto, including all rights, privileges, grants and easements appurtenant to the Seller’s interest in the Owned Real Property, together with all buildings, structures, facilities, fixtures and other improvements (“Improvements”) thereon;
- (iv) all lease(s) of real property (the “Real Property Leases”), as more fully described in Schedule 4.12(c), as to which the Seller is the lessee (the real property demised by a Real Property Lease being called, the “Leased Real Property”), and all Improvements included in the Leased Real Property;
- (v) all Equipment;
- (vi) to the extent transferable by the Seller to the Purchaser, other than the FCC Licenses, all Licenses (including Licenses issued pursuant to Environmental Laws) possessed by the Seller and used or held for use in the operation of the Stations as currently conducted and all rights thereunder (each a “Business License” and, collectively, the “Business Licenses”);
- (vii) to the extent transferable by the Seller to the Purchaser, all Contracts (other than Real Property Leases, which are the subject of clause (iv) above) to which the Seller is a party pertaining to the operation of the Stations and all rights of the Seller thereunder (together with the Real Property Leases, each a “Business Contract” and, collectively, “Business Contracts”);
- (viii) subject to any restrictions on transfer or assignment and to the extent used or held for use by the Seller in connection with the Stations, all management and other systems (including computers and peripheral equipment), databases, Software, computer disks and similar assets and all licenses and rights in relation thereto;

(ix) to the extent transferable by the Seller to the Purchaser, the Business Intellectual Property, subject to any restrictions on transfer or assignment thereof;

(x) all deposits, prepaid expenses and charges attributable to the period prior to the Effective Time in respect of the Stations and attributable to periods on or after the Effective Time, in each case, to the extent reflected in the Prorations set forth in Section 2.5(a) below;

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

(xii) the Accounts Receivable other than Ineligible Accounts Receivable from MVPDs;

(xiii) all of the Seller's rights in connection with any "barter" transactions and "trade" agreements affecting the Stations, including the Trade Agreements;

(xiv) all claims of the Seller against Third Parties relating to the Assets, whether choate or inchoate, known or unknown, contingent or non-contingent, in each case to the extent arising on or after the Effective Time;

(xv) all of the Seller's rights to (A) the Seller's names, trademarks, service names and trade names related to the Stations other than as set forth in Section 2.1(c)(i), (B) all URLs and internet domain names consisting of or containing any of the foregoing and (C) to the extent assignable, any variations or derivations of, or marks confusingly similar to, any of the foregoing; and

(xvi) all goodwill associated with the Assets.

(c) Excluded Assets. Notwithstanding anything to the contrary herein, the Seller shall not convey, assign, or transfer to the Purchaser, and the Purchaser shall not acquire or have any rights to acquire, the following assets of the Seller (the "Excluded Assets"):

(i) all of the Seller's rights to name of the Seller ("Silverton Broadcasting Company, LLC") or any variations or derivations thereof;

(ii) all cash, cash equivalents and securities of the Seller;

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

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

records related to the Transactions, (D) all records relating to other Excluded Assets and (E) all personnel files for employees of the Seller who are not Transferred Employees;

(v) all refunds of Seller's Taxes;

(vi) all Business Insurance Policies (including title insurance policies) or other insurance policies of the Seller relating to the Stations, any refunds paid or payable in connection with the cancellation or discontinuance of any insurance policies of Seller applicable to the Stations, and any claims made under any such insurance policies;

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

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

(ix) all intercompany debts and other obligations due to the Seller from any Affiliates of the Seller;

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

(xi) the assets and rights expressly set forth on Schedule 2.1(c)(xi) (Excluded Assets); and

(xii) Ineligible Accounts Receivable from MVPDs.

## 2.2 Assumption of Liabilities.

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

(b) Assumed Liabilities. For all purposes of and under this Agreement, the term "Assumed Liabilities" shall mean, refer to and include all Liabilities of the Seller (i) under the Business Contracts validly assigned to the Purchaser (other than any Excluded Contracts) to the extent arising or accruing at or after the Effective Time, (ii) relating exclusively to the Stations that arise



with respect to events occurring after the Effective Time and that relate to the period commencing after the Effective Time; (iii) the Purchaser's obligations pursuant to Section 3.5; and (iv) to the extent included in the calculation of the Prorations in favor of the Seller, but only up to the amount of such Proration with respect to such Liability; provided, however, that, for the avoidance of doubt, Liabilities arising from or related to the Excluded Assets shall not be Assumed Liabilities and shall be Excluded Liabilities.

(c) Excluded Liabilities. The Purchaser shall not assume, and the term "Assumed Liabilities" shall not mean, refer to or include (and, therefore, the "Excluded Liabilities" shall consist of) all Liabilities of the Seller not expressly assumed by the Purchaser as Assumed Liabilities hereunder, including the following:

- (i) Liabilities of the Seller or its Affiliates under any Benefit Plan, subject to the provisions of Section 6.7 hereof;
- (ii) Liabilities for indebtedness for borrowed money of the Seller;
- (iii) Liabilities for the compensation of all Business Employees for periods prior to the Effective Time, subject to the provisions of Section 6.7 hereof;
- (iv) Liabilities for Taxes of the Seller or any of its Affiliates;
- (v) Liabilities for Taxes imposed with respect to the Assets relating to the periods prior to the Effective Time;
- (vi) Liabilities of the Seller in respect of transaction costs payable by it pursuant to Section 6.6 hereof;
- (vii) Liabilities of the Seller not arising out of or relating to the Stations or the Assets;
- (viii) Liabilities of the Seller arising out of or relating to the Stations or the Assets arising during, or attributable to, any period of time before the Effective Time (except to the extent included in the calculation of the Prorations), including any Liabilities that could be asserted by the FCC against the Stations with respect to the complaints which are covered by any tolling agreement entered into pursuant to Section 6.4(c);
- (ix) Liabilities to any Affiliate of the Seller;
- (x) Liabilities related to any asset of the Seller not included within the Assets, including the Excluded Assets;
- (xi) any Liability for Taxes payable with respect to the Seller's transfer of the Assets to the Purchaser and the Seller's consummation of the Transactions;
- (xii) Liabilities under any Excluded Contract, except to the extent of the Purchaser's obligation to pay such Liability under Section 3.5 of this Agreement;

(xiii) Subject to the provisions of Section 6.7, any Liability to or in respect of, or arising out of or in connection with, the employment or cessation of employment by the Seller of any Business Employees or former Business Employees of the Seller, including (A) an employment or consulting agreement, whether or not written, between the Seller and any person (other than obligations under employment agreements assumed by the Purchaser to the extent attributable to the period at or after the Effective Time), (B) any claim of an unfair labor practice or grievance or any claim under any unemployment compensation, employment standards, pay equity or worker's compensation law or regulation or under any federal, state or provincial employment discrimination law or regulation, which shall have been asserted by any Business Employee or former Business Employee to the extent based on acts or omissions which occurred during the period of or relate to such Business Employee's employment by the Seller, whether or not such Business Employee is hired by the Purchaser or any of its Affiliates, (C) any Liability relating to payroll, vacation, personal day or sick pay for any current or former employee, director, officer, consultant or independent contractor of the Seller (except with respect to liability for any Business Employee employed by the Purchaser for any period after the Closing Date), (D) with respect to any actual or alleged agreements or promises to current or former employees, directors, officers, consultants or independent contractors regarding stock options, equity or equity based compensation plans, programs or arrangements maintained by the Seller or any of its Affiliates, and (E) any Liability arising out of or relating to any stay bonus, special waiting bonus or special retention plan or agreement;

(xiv) any claim by any broker, finder or other Person employed or allegedly employed by the Seller or its Affiliates or agents or representatives in connection with the Transactions; and

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

### 2.3 Consideration for Assets.

(a) Purchase Price. The consideration for the Assets shall be (i) \$1,500,000 paid in cash (the "Base Purchase Price"), subject to adjustment as provided in Section 2.4 (the Base Purchase Price, as so adjusted, the "Purchase Price") and (ii) the assumption by the Purchaser of the Assumed Liabilities pursuant to Section 2.2 hereof. The Purchaser shall pay the Purchase Price as determined pursuant to Section 2.4 and Section 2.5 at Closing as follows: (A) the full amount of the Escrow Deposit shall be transferred and deposited with the Escrow Agent as a portion of the Indemnity Escrow (as defined below) pursuant to Section 2.3(c); (B) the Indemnity Escrow Balance shall be deposited with the Escrow Agent as the balance of the Indemnity Escrow; and (C) the balance of the Purchase Price (*i.e.*, the Purchase Price reduced by the Indemnity Escrow) shall be paid by the Purchaser to the Seller's Secured Lender, by wire transfer of immediately available funds in accordance with written instructions delivered by the Seller reasonably in advance of Closing.

(b) Escrow Deposit. Within five (5) Business Days of the execution and delivery of this Agreement, the Purchaser shall deliver to Kalil & Co., Inc. (the "Escrow Agent") \$77,647 to be held as an earnest money deposit ("Escrow Deposit") pursuant to an Escrow Agreement of even date herewith (the "Deposit Escrow Agreement"). At the Closing, the Escrow Deposit and, at the

election of the Purchaser, the portion of the interest and earnings thereon specified by the Purchaser, shall be paid to the Seller as partial payment of, and a credit against, the Purchase Price due at Closing. In the event that this Agreement is terminated pursuant to the terms hereof, the Escrow Deposit shall be paid to the Seller or paid to the Purchaser in accordance with Section 9.1. Any portion of the interest and earnings on the Escrow Deposit not paid to the Seller as provided above shall be paid to the Purchaser. The Purchaser and the Seller shall deliver such instructions to the Escrow Agent as may be necessary to disburse the Escrow Deposit in accordance with the terms of this Agreement.

(c) Indemnity Escrow. At the Closing, the Purchaser and the Seller will direct the Escrow Agent to transfer from the account holding the Escrow Deposit the entire amount of the Escrow Deposit and the Indemnity Escrow Balance shall be funded as set forth in clause (B) of the second sentence of Section 2.3(a) (such total amount equal to \$155,295, the “Indemnity Escrow”) pursuant to the Escrow Agent’s standard form of escrow agreement (with such changes as the parties shall collectively agree, the “Escrow Agreement”). The Escrow Agent will hold the Indemnity Escrow to be distributed pursuant to the terms of the Indemnity Escrow Agreement and this Agreement. The Indemnity Escrow will serve as one source of payment of any indemnification obligations of the Seller pursuant to Article VIII of this Agreement. On the date that is six (6) months after the Closing Date, the Escrow Agent will pay to the Seller’s Secured Lender the portion of the interest and earnings on the Indemnity Escrow and fifty percent (50%) of any amounts remaining in the Indemnity Escrow, minus the aggregate amount of Damages reasonably estimated by the Purchaser under any Notice of Claim properly asserted and previously submitted by the Purchaser and then unresolved (or resolved but unpaid), or such other amount as the Purchaser and the Seller may agree in writing to cover the aggregate dollar amount of such claims, and the Purchaser and the Seller shall so instruct the Escrow Agent in writing. On the date that is fifteen (15) months after the Closing Date, the Escrow Agent will pay to the Seller’s Secured Lender the portion of the interest and earnings on the Indemnity Escrow and any amounts remaining in the Indemnity Escrow, minus the aggregate amount of Damages reasonably estimated by the Purchaser under any Notice of Claim properly asserted and previously submitted by the Purchaser and then unresolved (or resolved but unpaid), or such other amount as the Purchaser and the Seller may agree in writing to cover the aggregate dollar amount of such claims, and the Purchaser and the Seller shall so instruct the Escrow Agent in writing. The provisions of Section 8.4 shall govern resolution of any such outstanding claims.

## 2.4 Proration.

(a) General Allocation Principles. Except as otherwise provided in this Section 2.4, the ownership and operation of the Assets, and the revenues, expenses, and liabilities attributable thereto (other than Excluded Liabilities), including power and utilities charges, wages of Transferred Employees, sales commissions, applicable copyright or other fees, including program license payments, rents and income, FCC annual regulatory fees, music and other license fees, and other accruing, prepaid and deferred items, will be prorated between the Seller and the Purchaser in accordance with the following principles and in accordance with GAAP:

(i) The Seller will be allocated with respect to the Stations all revenues earned, accrued, or allocable to, and all expenses, costs and liabilities incurred in or allocable to, the period prior to the Effective Time;

(ii) The Purchaser will be allocated with respect to the Stations all revenues earned, accrued or allocable to, and all expenses, costs and liabilities incurred in or allocable to, the periods at or after the Effective Time (other than Excluded Liabilities);

(iii) The Purchaser shall acquire all of the Accounts Receivable other than Ineligible Accounts Receivable from MVPDs, and the Seller shall be afforded a credit in the Prorations equal to the book value of the Eligible Accounts Receivable at Closing, and for the avoidance of doubt, the Seller shall receive no credit for any Accounts Receivable that are not Eligible Accounts (“Ineligible Accounts Receivable”). For a period of ninety (90) days following the Closing (the “Collection Period”), the Purchaser shall use commercially reasonable efforts to collect Ineligible Accounts Receivable other than those from MVPDs (excluding litigation) and, following the Collection Period, shall promptly remit to the Seller, from time to time (but not more than once per month), any and all net collections that the Purchaser receives in respect thereof. Following the Collection Period, the Seller may, by written notice, require the Purchaser to assign and transfer to the Seller all uncollected Ineligible Accounts Receivable (other than those from MVPDs, which are being retained by the Seller).

(iv) (a) If at the Effective Time, the Trade Agreements have an aggregate *negative* balance (*i.e.*, the amount by which the value of air or advertising time the Stations are obligated to provide after the Effective Time thereunder exceeds the fair market value of corresponding goods and services to be received by the Stations thereunder after such time), there shall be no proration or adjustment therefor, unless the aggregate negative balance of all of the Trade Agreements exceeds \$5,000, in which event only such excess shall be treated as prepaid time sales of the Stations, and adjusted for as a proration in the Purchaser’s favor. There shall be no proration or adjustment in the Seller’s favor to the extent that the Trade Agreements have an aggregate *positive* balance at the Effective Time. In determining Trade Agreement balances, the value of air or advertising time shall be based upon the Seller’s rates as of the Effective Time, and corresponding goods or services shall include only those to be received by the Stations after the Effective Time plus those received by the Stations before the Effective Time to the extent conveyed by the Seller to the Purchaser as part of the Assets;

(v) The Seller shall remain or be solely (as between the Seller and the Purchaser) liable with respect to the Excluded Liabilities whether arising before or after Closing Date;

(vi) In no event shall the Purchaser be liable for any bonus or any other compensation payable to any of the Seller’s employees as a result of or in connection with the Transactions, including stay or retention bonuses or change of control payments, all of which shall be the responsibility of the Seller; and

(vii) For the avoidance of doubt, the Seller will properly accrue all un-invoiced liabilities and obligations under the ABC Retrans Value license fee set forth in the ABC affiliation agreements in accordance with GAAP (including the matching principle, which provides that all expenses must be matched in the same accounting period as the revenues they helped to earn).

At the Closing, the Purchase Price will be increased or decreased, as appropriate, in order to give effect to this Section 2.4, based on the estimate described in Section 2.5.

(b) Treatment of Program Liabilities. Notwithstanding Section 2.4(a), as between the Purchaser and the Seller:

(i) The Seller will be allocated all obligations to make cash payments of license and usage fees pursuant to any Contract for Program Rights (“Program Payments”) that first become due and payable under the terms of such Contract for Program Rights prior to the first day of the applicable payment period that includes the Closing Date;

(ii) The Purchaser will be allocated all obligations to make Program Payments that first become due and payable under the terms of any applicable Contract for Program Rights after the last day of the applicable payment period that includes the Closing Date; and

(iii) With respect to Program Payments that first become due and payable under the terms of any applicable Contract for Program Rights during the applicable payment period that includes the Closing Date: (A) the Seller will be allocated all obligations to make a portion of each such Program Payment that is equal to a fraction, the numerator of which is the number of days (if any) during such applicable payment period that are prior to the Closing Date and the denominator of which is the total number of days during such applicable payment period, and (B) the Purchaser will be allocated obligations to make the remaining portion of such Program Payments. All Contracts for Program Rights must be amortized in accordance with the Stations’ ordinary course accounting policies. Notwithstanding anything to the contrary contained herein, the current liability for each Contract for Program Rights must be brought current by the Seller as of the Effective Time, and no such amounts shall be deferred in such a manner that the liability in respect thereof differs from amounts determined by using the terms of the agreement giving rise to such liability.

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

(a) Estimate for Closing. The Seller shall, no later than three (3) Business Days prior to the scheduled Closing Date, prepare and deliver to the Purchaser a good faith estimate of the prorations and adjustments to the Purchase Price that are required in order to give effect to Section 2.4 (the “Prorations”), which shall reflect Section 6.7(e).

(b) Post-Closing Adjustment.

(i) Within ninety (90) days after the Closing Date, the Purchaser shall deliver to the Seller a statement setting forth the Purchaser’s determination of the Prorations. In connection with the Seller’s review of such determination, the Purchaser will furnish the Seller with such information as may be reasonably requested by the Seller. If the Seller disputes the amount of the Prorations determined by the Purchaser, then the Seller shall deliver to the Purchaser within thirty (30) days after the Seller’s receipt of the Purchaser’s statement, a statement setting forth the Seller’s determination of the Prorations. If the Seller notifies the Purchaser of its acceptance of the Purchaser’s statement, or if the Seller fails to

deliver its statement within the period specified in the preceding sentence, then the Purchaser's determination of the Prorations shall be conclusive and binding on the parties as of the last day of such thirty (30) day period.

(ii) The Seller and the Purchaser shall use good faith efforts to resolve any dispute involving the determination of the Prorations. If the parties do not resolve the dispute within thirty (30) days following the delivery of the Seller's statement pursuant to Section 2.5(b), then the Seller and the Purchaser shall jointly designate the Independent Accounting Firm to resolve the dispute applying the principles, policies and practices referred to in Section 2.4. If issues are submitted to the Independent Accounting Firm for resolution, then: (A) the Seller and the Purchaser shall furnish or cause to be furnished to the Independent Accounting Firm such work papers and other documents and information relating to the disputed issues as the Independent Accounting Firm may reasonably request and as are available to that party or its agents and shall be afforded the opportunity to present to the Independent Accounting Firm any material relating to the disputed issues and to discuss the issues with the Independent Accounting Firm; (B) except as the Purchaser and Seller may otherwise agree, all communications between any party hereto or its respective representatives or agents, on the one hand, and the Independent Accounting Firm, on the other hand, will be in writing with correct and complete copies simultaneously delivered to the non-communicating party; (C) the determination by the Independent Accounting Firm, as set forth in a notice to be delivered to both the Seller and the Purchaser within sixty (60) days of the submission to the Independent Accounting Firm of the issues remaining in dispute, shall be final, binding and conclusive on the parties hereto, absent manifest error, and shall be used in the calculation of the Purchase Price; and (D) the fees, costs and expenses of the Independent Accounting Firm shall be borne by the parties hereto in inverse proportion, as determined by the Independent Accounting Firm, as they may prevail on the matter resolved by the Independent Accounting Firm.

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

2.6 Allocation of Purchase Price. The consideration for the Assets provided herein shall be allocated among the various categories of Assets in accordance with the requirements of Section 1060 of the Internal Revenue Code, and the Treasury Regulations thereunder. The parties hereto shall use their commercially reasonable efforts to reach agreement within one hundred twenty (120) days after the Closing Date on a reasonable allocation of consideration to such categories of Assets. If the Purchaser and the Seller reach such agreement, then the Purchaser and the Seller (i) shall execute and file all Tax Returns in a manner consistent with the allocation determined pursuant to this Section 2.6 and (ii) shall not take any position before any Governmental Authority or in any judicial proceeding that is inconsistent with such allocation. The Seller and the Purchaser shall each timely file a Form 8594 with the IRS in accordance with the requirements of Section 1060 of the

Internal Revenue Code. If the parties hereto do not reach agreement with respect to such allocation, then each party hereto shall make its own determination of such allocations for financial and Tax reporting purposes. The parties hereto shall promptly advise each other of the existence of any Tax audit or litigation related to any allocation hereunder.

### **ARTICLE III. THE CLOSING**

3.1 Time and Place. Subject to the satisfaction or waiver of all conditions set forth in Article VII herein, the consummation of the Transactions shall (a) take place at a closing (the “Closing”) to be held at 10:00 a.m., New York time, on the date which is the fifth (5<sup>th</sup>) Business Day after satisfaction and fulfillment or, if permissible pursuant to the terms hereof, waiver of the conditions set forth in Sections 7.1 and 7.2, other than those requiring a delivery of a certificate or other document, or the taking of other action, at the Closing, and (b) be held by the exchange of signed documents by e-mail, in each case, unless another time, date or place is mutually agreed upon in writing by the Seller and the Purchaser. The date on which the Closing is to occur pursuant to this Section 3.1 is referred to herein as the “Closing Date”. Notwithstanding the actual time the deliveries of the parties hereto are made on the Closing Date, the parties hereto agree that the Closing shall be effective and deemed for all purposes to have occurred as of 12:01 a.m., local time in Cheyenne, Wyoming, on the Closing Date (the “Effective Time”).

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

(a) Instruments of Transfer and Assignment.

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

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

(iii) an assignment and assumption of lease or leases with respect to the Leased Real Properties, substantially in the form attached hereto as Exhibit D (the “Assignments and Assumptions for Leases”);

(iv) an assignment of the Assigned Licenses, substantially in the form attached hereto as Exhibit E (the “Assignment of FCC Licenses”);

(v) an assignment of the Business Intellectual Property, substantially in the form attached hereto as Exhibit F (the “Assignment of Business Intellectual Property”);

(vi) certificates of title or origin (or like documents) with respect to any motor vehicles for which a certificate of title or origin evidences title, together with properly

completed assignments of such vehicles and standard, customary documentation (including certain affidavits and certificates of the Seller) that may be required by the applicable Wyoming Governmental Authority to be delivered by the Seller;

(vii) special warranty deeds in a form reasonably acceptable to the Purchaser with respect to any Owned Real Property together with standard, customary documentation (including certain affidavits and certificates of the Seller) that may be reasonably requested of the Seller by the Purchaser's counsel or its title insurance company in connection with the Purchaser obtaining title insurance policies relating to the Real Property;

(viii) correct and complete copies of all consents and approvals received by Seller pursuant to Section 3.5;

(ix) any mortgage discharges any other releases of Liens that are necessary or appropriate in order for the Assets to be free and clear of all Liens, other than the Permitted Liens, or, in lieu thereof with respect to Seller's Secured Lender, a payoff letter in form and substance reasonably satisfactory to the Purchaser's counsel; and

(x) such other instruments of transfer as the Purchaser may reasonably request to convey any Assets to the Purchaser, including the instruction to the Escrow Agent regarding the transfer of the Escrow Deposit to the Escrow Agent as the Indemnity Escrow and the payment of the any interest or earnings on the Escrow Deposit as directed by the Purchaser (such instructions, the "Joint Instructions").

(b) Closing Certificates and Other Documents.

(i) An officer's certificate to be delivered by the Seller substantially in the form attached hereto as Exhibit G, which shall certify as to the satisfaction of the conditions set forth in Sections 7.1(a) and 7.1(b) hereof;

(ii) a secretary's certificate to be delivered by the Seller substantially in the form attached hereto as Exhibit H;

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

(iv) the Escrow Agreement duly executed by the Seller;

(v) the Non-Competition Agreement duly executed by the Seller and Mark Nalbene substantially in the form attached hereto as Exhibit I (the "Non-Competition Agreement"); and

(vi) the advertising side letter substantially in the form attached hereto as Exhibit K (the "Advertising Side Letter").

3.3 Closing Deliveries of the Purchaser. At the Closing, the Purchaser shall make the payment and deliver, or cause to be delivered, to the Seller the following (which in the case of any



instruments, certificates, agreements and other documents shall be dated as of the Closing Date and executed or acknowledged (as applicable) on behalf of the Purchaser by a duly authorized officer thereof) in order to pay for the Assets and effect the assumption of all Assumed Liabilities from the Seller pursuant to Section 2.2 hereof:

(a) Purchase Price. The Purchase Price in accordance with Section 2.3(a); and the Joint Instructions.

(b) Instruments of Assumption.

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

(c) Closing Certificates and Other Documents.

- (i) An officer's certificate substantially in the form attached hereto as Exhibit J, which shall certify as to the satisfaction of the conditions set forth in Sections 7.2(a) and 7.2(b) hereof;
- (ii) the Advertising Side Letter;
- (iii) a secretary's or assistant secretary's certificate substantially in the form attached hereto as Exhibit L;
- (iv) the Escrow Agreement duly executed by the Purchaser; and
- (v) the Non-Competition Agreement duly executed by the Purchaser.

3.4 Further Assurances. At and after the Closing, and without further consideration therefor, (i) the Seller shall execute, or arrange for the execution of, and deliver to the Purchaser such further instruments and certificates of conveyance and transfer and take such other action as the Purchaser may reasonably request in order to more effectively consummate the Transactions and (ii) the Purchaser shall execute, or shall arrange for the execution of, and deliver to the Seller such further instruments and certificates of assumption and take such other action as the Seller may reasonably request in order to more effectively consummate the Transactions.

3.5 Assignment of Business Contracts and Business Licenses. To the extent that the transfer or assignment hereunder by the Seller to the Purchaser of any Business Contract or Business License is not permitted or is not permitted without the consent or approval of another Person, any such Business Contract or Business License shall not be assigned by the Seller to the Purchaser at Closing if such consent or approval is not given or obtained by the Closing or if such agreement at Closing otherwise would constitute a breach thereof or constitute a loss of benefits thereunder. The Seller and the Purchaser shall use their commercially reasonable efforts to obtain at the earliest

practicable date any and all such third party consents or approvals under all Business Contracts or Business Licenses; provided, however, that neither the Seller nor the Purchaser shall be required to pay or incur any cost or expense to obtain any third-party consent or approval that it is not otherwise required to pay or incur in accordance with the terms of the applicable Business Contract or Business License, except for usual and customary legal fees and expenses, which shall be paid by the Seller. If any such third-party consent or approval for the assignment or transfer of a Business Contract or Business License is not obtained before the Closing, then the Seller shall use commercially reasonable efforts to keep it in effect and give the Purchaser the benefit of it to the same extent as if it had been assigned and shall cooperate with the Purchaser in any reasonable arrangement designed to provide for the Purchaser after the Closing the benefits intended to be assigned to the Purchaser under the applicable Business Contract or Business License, including enforcement at the cost and for the account of the Purchaser of any and all rights of the Seller against the other party thereto arising out of the breach thereof by such other party or otherwise; provided, that the Purchaser shall (i) undertake to pay or satisfy the corresponding Liabilities for the enjoyment of such benefit to the extent that the Purchaser would have been responsible therefor hereunder if such consent, waiver or approval had been obtained and (ii) indemnify and hold harmless the Seller and its Affiliates for any costs, expenses or Liabilities (including legal fees and expenses) incurred by them in connection with the enforcement of such Business Contract at the request of the Purchaser. Upon receipt of any such third-party consent or approval after Closing, the applicable Business Contract or Business License shall be automatically assigned by the Seller to, and assumed by, the Purchaser on the terms hereof without any further action by the Purchaser or the Seller; provided that either party hereto may require the other party hereto to deliver and execute written instruments of assignment and assumption consistent with the applicable terms and conditions of this Agreement.

#### **ARTICLE IV. REPRESENTATIONS AND WARRANTIES OF THE SELLER**

The Seller hereby represents and warrants to the Purchaser as follows:

4.1 Organization. The Seller is duly incorporated, validly existing and in good standing under the Laws of its state of incorporation, with all requisite corporate power and authority to own, operate or lease the Assets as now owned, operated or leased by it, and to conduct the operation of the Stations in all material respects as presently conducted by it, and is qualified to do business in each jurisdiction in which its Assets are located.

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

against it in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions.

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

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

4.5 Equipment and Tangible Personal Property. Schedule 4.5 contains an accurate and complete list of all items of Equipment having an original acquisition cost of at least \$10,000 or that are otherwise material to operation of the Stations, including their programming or production, or generation or transmission of their television broadcast signals. The Seller has good and marketable title to or a valid leasehold interest in, all items of Equipment, free and clear of all Encumbrances except for Permitted Encumbrances. Except as specified on Schedule 4.5, all Equipment is (i) in reasonable operating condition and repair, subject to normal wear and tear, adequate for its current use, and available for use, in the operation of the Stations and the conduct of the business and operations of the Stations as presently conducted, and (ii) maintained in material compliance with good engineering practice, industry practice and in material compliance with all applicable FCC and Federal Aviation Administration (the “FAA”) rules and policies. Except for the Excluded Assets, the Assets are all of the assets necessary to operate in all material respects the Stations as presently operated by the Seller and in material compliance with all Laws, including all applicable rules and regulations of the FCC and FAA.

4.6 Intellectual Property and Proprietary Rights. Schedule 4.6 sets forth a list of all applications and registrations for Business Intellectual Property and domain names owned or used by the Stations (the “Registered Intellectual Property”) and sets forth (i) the name of the applicant or registrant of record and the current owner, (ii) the jurisdiction where the application or registration is

located (or, in the case of domain names, the registrars with which such domain names are registered), (iii) the application or registration number, and (iv) the filing date and issuance, registration, or grant date. Schedule 4.6 also includes a list of the homepages of the Stations' Internet websites. All Intellectual Property rights included in the Registered Intellectual Property are valid, subsisting and in full force and effect.

(a) The Seller is the owner of all right, title and interest in and to each item of Business Intellectual Property, or subject to the terms of any applicable license, has the right to use the Business Intellectual Property, including the Business Intellectual Property listed on Schedule 4.6, in connection with the operation of the Stations as currently conducted.

(b) (i) The use of the Business Intellectual Property in connection with the operation of the Stations as currently conducted does not infringe or otherwise conflict with the Intellectual Property rights of any Person and (ii) no material claim is pending or, to the Knowledge of the Seller, has been threatened in writing within the last twelve (12) months with respect to the use of the Business Intellectual Property in connection with the operation of the Stations as currently conducted, except, in either case (i) or (ii), as set forth on Schedule 4.6(b).

(c) To the Knowledge of the Seller, (i) none of the Business Intellectual Property owned by the Seller is being materially infringed, nor (ii) is such Business Intellectual Property being materially used or available for use by any Person other than the Seller, except, in either case (i) or (ii), as set forth on Schedule 4.6(c).

(d) All licenses granting any rights with respect to Business Intellectual Property are in full force and effect and constitute legal, valid and binding obligations of the Seller, and to the Knowledge of the Seller, the other respective parties thereto. There have not been and there currently are not any breaches thereunder by the Seller or, to the Knowledge of the Seller, any other party thereto. The Seller has not in connection with the business of the Stations violated, infringed upon or unlawfully or wrongfully used the Intellectual Property of others.

(e) The Seller has used commercially reasonable efforts to enforce, maintain and protect its interests in and to the Business Intellectual Property owned by the Seller. The Seller has all right, title and interest in (or, subject to the terms of any applicable license, the right to use) the Business Intellectual Property, including the Registered Intellectual Property.

#### 4.7 Business Contracts.

(a) Schedule 4.7(a) hereto contains a list of all of the Business Contracts included in the Assets other than (i) any oral or written Business Contract for the purchase or sale of goods, supplies, equipment, capital assets, products or services involving less than \$10,000 each (other than Business Contracts for the purchase of programming); (ii) any Business Contracts for advertising on the Stations entered into in the ordinary course of business consistent with past practice and involving less than \$20,000 each; and (iii) any service contracts entered into in the ordinary course of business consistent with past practice that are terminable by the Seller on no more than 60 days' notice without penalty or liability. Notwithstanding the foregoing provisions of this Section 4.7(a), the aggregate amount of all payments to or by the Seller under Business Contracts included in the Assets which are not listed on Schedule 4.7(a) does not exceed \$50,000.

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

(c) To the Knowledge of Seller, except as set forth on Schedule 4.7(c), each Station is carried pursuant to retransmission agreements on all MVPDs with more than 500 subscribers within the DMA.

(d) No Material Advertiser has in writing made or asserted any defense, set off or counterclaim under any of those Business Contracts between the Seller and a Material Advertiser with respect to the Stations or has exercised any option granted to it to cancel or terminate its Business Contracts with the Seller with respect to the Stations or to shorten the term of its Business Contracts with the Seller with respect to the Stations, except as set forth on Schedule 4.7(d). “Material Advertiser” means any advertiser on the Stations whose payments to the Seller have exceeded \$25,000 annually in the past fiscal year. No Material Advertiser has given written notice to the Seller of its intent to modify materially and adversely to the Seller its relationship with the Seller with respect to the Stations or materially decrease the advertising purchased from the Seller with respect to the Stations, except as set forth on Schedule 4.7(d).

(e) Except as set forth on Schedule 4.7(e), there are no pending renegotiations or outstanding rights of renegotiation of any material amounts paid or payable to or by the Seller under current or completed Material Business Contracts, retransmission consent agreements or Contracts with Material Advertisers, and no retransmission consent agreements are due to expire prior to December 31, 2019.

4.8 Business Licenses. Except as set forth in Schedule 4.8, the Seller owns or possesses all right, title and interest in and to all FCC Licenses and all other material Licenses which are necessary for, or used by, it to conduct the operations of the Stations as currently conducted (each, a “Material Business License” and, collectively, the “Material Business Licenses”). Schedule 4.8 hereto contains a list of all Material Business Licenses included in the Assets. All of the Material Licenses are valid and in full force and effect. No loss, suspension, cancellation, expiration or adverse modification or change of any such Material Business License has occurred, is pending or, to the Knowledge of the Seller, has been threatened in writing, other than the expiration of any such Material Business License in accordance with the terms thereof which may be renewed in the ordinary course of business.

#### 4.9 Business Employees.

(a) Schedule 4.9(a) lists all employees of the Seller who, as of the date of this Agreement, have employment duties related to the Stations, including (and designating as such) any

such employee who is an inactive employee on paid or unpaid leave of absence, short-term disability or long-term disability, and indicating each such employee's date of employment, and as of the date hereof, each such employee's current title, classification for purposes of the Fair Labor Standards Act, annual base salary or hourly wage, and applicable bonus or commission program. Each employee set forth in Schedule 4.9(a) who remains employed by the Seller immediately prior to the Closing (whether actively or inactive), and each additional employee who is hired to work at the Stations following the date hereof and prior to the Closing who remains employed by the Seller immediately prior to the Closing (whether actively or inactive), is referred to herein individually as a "Business Employee" and, collectively, as the "Business Employees." Schedule 4.9(a) also contains a list of any consultants or independent contractors providing services to Seller in the day-to-day operations of the Stations and a description of any Contracts of Seller therewith. Except as described in Schedule 4.9(a), Seller has no written or oral contracts of employment with any Business Employee other than oral employment agreements terminable at will without penalty or severance obligation incurred by Seller.

(b) Except as set forth on Schedule 4.9(b), there are no pending or, to the Knowledge of the Seller, threatened, proceedings, complaints, claims, disputes, investigations or charges relating to any alleged violation of any legal requirement pertaining to labor relations or employment matters relating to Business Employees or former Business Employees, including any allegations or investigations related to the misclassification of any Business Employees as independent contractors or any charge or complaint filed with the National Labor Relations Board or any comparable Governmental Authority.

(c) During the ninety (90) day period prior to the date of this Agreement, except as set forth on Schedule 4.9(c), the Seller has not terminated any employees.

(d) To the Knowledge of Seller, no Business Employee or officer or manager of the Seller is bound by any Contract that purports to limit the ability of such Business Employee, officer or manager (i) to engage in or continue or perform any conduct, activity, duties or practice relating to the business of the Seller or (ii) to assign to the Seller or to any other Person any rights to any invention, improvement, or discovery.

(e) The Seller has complied in all material respects with all applicable Laws relating to employment and employment practices, including equal employment opportunity, affirmative action, nondiscrimination, immigration, layoffs, wages, hours, job classifications, benefits, collective bargaining and other requirements under applicable Law, the payment of social security and similar Taxes and occupational safety and health. The Seller is not liable for the payment of any Taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing.

(f) Except as set forth on Schedule 4.9(f), there are no pending, or to the Seller's Knowledge, threatened charges of discrimination against the Seller with the Equal Employment Opportunity Commission or similar Governmental Authority.

#### 4.10 Employee Benefit Plans.

(a) Schedule 4.10(a) hereto contains a true, correct and complete list of each employment, bonus, incentive compensation, deferred compensation, pension, profit sharing retirement, stock purchase, stock option, stock ownership, equity (or equity-based), leave of absence, vacation, day or dependent care, cafeteria, life, health, medical, accident, disability, workmen's compensation or other insurance, severance, change of control or other benefit plan, agreement (including any collective bargaining agreement), practice, policy or arrangement, whether written or oral, and whether or not subject to ERISA (including any "employee benefit plan" within the meaning of Section 3(3) of ERISA), which the Seller, or any ERISA Affiliate of the Seller, sponsors, maintains, has any obligation to contribute to, has any actual or contingent Liability under or is otherwise a party to, and which covers or otherwise provides benefits to the Business Employees (or their dependents and beneficiaries) (with respect to their relationship with the Stations) (each, a "Benefit Plan" and, collectively, the "Benefit Plans").

(b) Except as set forth in Schedule 4.10(b):

(i) Each Benefit Plan has been administered in compliance in all material respects with its own terms and in compliance in all material respects with all applicable Laws. All required contributions for each Benefit Plan have been timely made. There are no undisclosed Liabilities in respect of the Benefit Plans with respect to which Purchaser could be liable;

(ii) Each of such Benefit Plans which is intended to be tax-qualified under Section 401(a) of the Internal Revenue Code either has been determined by the IRS to be so qualified or is in a prototype, volume submitter or mass submitter plan that has been approved by the IRS, and, to the Knowledge of the Seller, no circumstances have occurred that would adversely affect the tax-qualified status of any such Benefit Plan;

(iii) No action, suit, proceeding, hearing, or investigation of the assets of any such Benefit Plan (other than routine claims for benefits) is pending or, to the Knowledge of the Seller, threatened.

(iv) No action taken with respect to any Benefit Plan has caused or resulted in a prohibited transaction (as defined in Section 406 of ERISA and Section 4975 of the Internal Revenue Code) with respect to which the Seller could be liable; and

(v) Full payment has been made of all amounts that are required under the terms of each Benefit Plan to be paid as contributions with respect to all periods prior to and including the last day of the most recent fiscal year of such Benefit Plan ended on or before the date of this Agreement and all periods thereafter prior to the Closing Date, and no accumulated funding deficiency or liquidity shortfall (as those terms are defined in Section 302 of ERISA and Section 412 of the Internal Revenue Code) has been incurred with respect to any such Benefit Plan, whether or not waived.

(c) Neither the Seller nor any ERISA Affiliate of the Seller is or has been, required to contribute to any "multiemployer plan," as defined in ERISA Section 3(37), nor has the Seller nor any ERISA Affiliate of the Seller withdrawn from such a "multiemployer plan" in the past six (6)

years. No Benefit Plan is, or has been, subject to Title IV of ERISA or Section 412 of the Internal Revenue Code.

(d) Except as required under Internal Revenue Code Section 4980B or ERISA Sections 601-609, no Benefit Plan provides medical or life insurance coverage to former Business Employees of the Seller. No Benefit Plan provides severance benefits to current or former Business Employees.

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

(f) Except as set forth in Schedule 4.10(f), the consummation of the transactions contemplated hereby, either alone or in combination with another event, will not (i) entitle any Business Employees to any payment, (ii) increase the amount of compensation due to any Business Employee, (iii) increase the amount due to any Business Employee under any Benefit Plan, (iv) accelerate the time of vesting of any compensation, stock incentive or other benefit, or (v) result in any "parachute payment" under Section 280G of the Internal Revenue Code whether or not such payment is considered to be reasonable compensation for services rendered.

(g) Each Benefit Plan to which the Patient Protection and Affordable Care Act and its companion bill, the Health Care and Education Reconciliation Act of 2010 (together known as "ACA") applies is in compliance in all material respects with the ACA and the rules and regulations promulgated thereunder, and no federal income taxes or penalties have been imposed or are due for noncompliance with ACA or for failure to provide minimum coverage to Business Employees.

(h) Each Benefit Plan and each other agreement, contract, plan, or other arrangement to which the Seller is a party that is a "nonqualified deferred compensation plan" subject to Section 409A of the Internal Revenue Code complies, in all material respects, in form and operation with the requirements of Section 409A of the Internal Revenue Code and all guidance issued thereunder (collectively, "Code Section 409A"). No amounts under any such nonqualified deferred compensation plan are or have been subject to the additional tax and interest set forth in Code Section 409A. The Seller does not have any current formal or informal obligation to reimburse or otherwise "gross up" any Person for the interest or additional tax set forth under Internal Revenue Code Section 409A.

#### 4.11 Financial Statements; Absence of Certain Events.

(a) Attached as Schedule 4.11(a) hereto are true, correct and complete copies of the following financial statements (collectively, the "Financial Statements"): (i) the balance sheet of the Stations (the "Latest Balance Sheet") as of June 30, 2019, (the "Latest Balance Sheet Date"), (ii) the balance sheets of the Stations for each of the calendar years ended December 31, 2018, December 31, 2017 and December 31, 2016, (iii) the income statements of the Stations for the six-month period ended on the Latest Balance Sheet Date and (iv) the related income statements of the Stations for the for each of the years ended December 31, 2018, December 31, 2017 and December



31, 2016. The Financial Statements have been prepared in accordance with GAAP consistently applied (including, for the avoidance of doubt, properly matching expenses with revenue) and were derived from the books and records of the Stations and fairly present, in all material respects, the financial position and results of operations of the Stations as of the respective dates thereof and for the respective periods indicated therein, except as otherwise noted therein and subject, in the case of the Latest Balance Sheet and the income statement of the Stations for the six-month period ended on the Latest Balance Sheet Date, to normal and recurring immaterial year-end adjustments and the absence of footnotes. The Seller is not subject, with respect to the Assets, to any material Liability which is not shown or reserved for in the Latest Balance Sheet, other than (i) Liabilities incurred in the ordinary course of business consistent with past practice since the Latest Balance Sheet Date (none of which results from, arises out of, relates to, is in the nature of, or was caused by any breach of contract, breach of warranty, tort, infringement, or violation of Law), and (ii) Liabilities set forth on Schedule 4.11(a). The books of account and other financial records of the Seller pertaining to the ownership and operation of the Stations or the Assets, all of which have been made available to the Purchaser, are complete and correct in all material respects and represent actual, bona fide transactions and have been maintained in all material respects in accordance with sound business practices using a standard system of accounting administered on a consistent basis.

(b) Except as set forth in Schedule 4.11(b) (or permitted in accordance with Section 6.1 with respect to matters occurring after the date hereof, but prior to the Closing Date), since the Latest Balance Sheet Date: (a) the business of the Stations have been carried on only in the ordinary course consistent with past practices; (b) there exists and has been no Material Adverse Effect, and, to the Seller's Knowledge, there has been no Effect that alone, or in combination with any other Effect, is reasonably likely to result in a Material Adverse Effect; (c) the Seller has not made any material change in any method of accounting or any accounting principle, policy or practice with respect to the Stations and the Assets; (d) the Seller has not canceled, materially modified or granted any material waiver under, without receiving payment or performance in full, except for adjustments to Accounts Receivable in the ordinary course of business, any (i) material Liability owed to the Seller with respect to the Stations and the Assets, including any Accounts Receivable of Seller from any Affiliate or any Related Party to an Affiliate, (ii) material Litigation the Seller may have against other Persons with respect to the Stations or the Assets, or (iii) other material rights of Seller with respect to the Stations or the Assets; (e) Seller has not (i) made any material adverse amendment to or terminated any Material Business Contract or material License with respect to the Stations or the Assets, (ii) made any increase in compensation paid, payable or to become payable by the Seller to its employees of the Stations, or created or amended any Benefit Plan, outside of the ordinary course of business consistent with past practices, (iii) incurred material loss of or to any of the Assets, (iv) sold, assigned, leased or otherwise transferred or disposed of any tangible or intangible assets used or held for use in the operations of the Stations, except for immaterial assets in the ordinary course of business consistent with past practices, inventory sold in the ordinary course of business or obsolete assets not used or held for use in the Seller's business, or (v) lowered the advertising rates of the Stations in a manner not consistent with past practices or reflective of current market conditions; (f) there has been no material change in cable carriage or channel position on any cable or DBS system on which any of the Stations is carried; (g) there has been no material transaction between the Seller, on one hand, and any Affiliate, officer or the manager of Seller or its Affiliates, on the other hand, other than on an arms' length basis; and (h) there has been no agreement or arrangement to take any of the actions specified in this Section 4.11(b).

#### 4.12 Real Property.

(a) Schedule 4.12(a) lists the address, legal description and owner of all Owned Real Property. Immediately prior to the Closing, the Seller will have good, marketable and insurable fee simple title to the Owned Real Property free and clear of Encumbrances, other than Permitted Encumbrances. The Seller is not or will not be obligated under, nor is the Seller a party to, any option, right of first refusal or other contractual right to purchase, acquire, sell, assign or dispose of any of the Owned Real Property or any portion thereof or interest therein. Except as set forth on Schedule 4.12(a), the Seller has not leased or otherwise granted to any Person the right to use or occupy any of the Owned Real Property or any portion of the income or profits from the sale, operation or development thereof.

(b) All Improvements located on the Owned Real Property (i) are in reasonable condition and repair in accordance with normal and customary industry practices (ordinary wear and tear excepted), and (ii) are available for immediate use in the operations of the Stations as currently conducted. To the Knowledge of the Seller, there are no encroachments on or off the Real Property, violations of building codes, zoning, subdivision or other similar Laws or other material defects in the title of such Real Property. To the Seller's Knowledge, all Improvements, structures and transmitting facilities of the Stations, including, towers, antennas, guy lines, anchors and other related building, structures, Improvements and appurtenances, are located entirely within the confines of the Real Property, except for such failures as are not, individually or in the aggregate, material.

(c) Schedule 4.12(c) lists the Leased Real Property, which is all of the real property leased to the Seller and used or held for use in connection with the Stations. Except as set forth on Schedule 4.12(c), the Seller has good leasehold title to its interests in the Leased Real Property, free and clear of all Encumbrances, except for Permitted Encumbrances. All Improvements located on the Leased Real Property (i) are in reasonable condition and repair in accordance with normal and customary industry practices (ordinary wear and tear excepted), and (ii) are available for immediate use in the operations of the Stations as currently conducted. With respect to the Leased Real Property, the Seller is in peaceable possession under each such Real Property Lease. Each of the Leases relating to the Stations is accurately identified and described (including the address of the Leased Real Property) on Schedule 4.12(c), and each Lease is in full force and effect, and there exists no default or event of default (or condition which, with the giving of notice or the passage of time, or both, would create a default or event of default) on the part of the Seller under any such Lease, nor, to the Knowledge of the Seller, by any Third Party to such Lease. The Seller has provided Purchaser with correct and complete copies of such Leases for the Leased Real Property, including all amendments, schedules, addenda and exhibits thereto.

(d) Except as set forth in Schedule 4.12(d), all of the Real Property has direct access to public roads or streets (or, if not direct access, Seller has the legal and transferrable right either by easement or license to such commercially reasonable access as is necessary for the operation of the Stations), such access is not dependent on any land or other real property interest (including any easement or license that is not part of the Real Property), and all utilities and services necessary for the proper and lawful conduct in all material respects regarding the operation of the Stations. There does not exist any actual or threatened condemnation or eminent domain proceedings, planned public improvements, annexation, special assessments, zoning or subdivision changes, or other adverse claims affecting any the Real Property, and, as of the date hereof, the Seller has not received

any written notice of the intention of any Governmental Authority or other Person to take or use all or any part thereof. Except for the specified Business Contracts identified as such on Schedule 4.7(a), there are no contracts entered into by the Seller granting to any Person other than the Seller the right to occupy any Real Property, and, to the Knowledge of Seller, no Person is in possession of any Real Property who may have a claim under a theory of adverse possession.

(e) Except as set forth on Schedule 4.12(e): (i) there is no private restrictive covenant or governmental use restriction (including zoning) on all or any portion of the Real Property that prohibits or materially interferes with the current use by the Seller of the Real Property; and (ii) all material permits required for the occupancy and operation of Real Property as presently being used by the Seller have been obtained and are in full force and effect in all material respects, and, as of the date hereof, the Seller has not received any notices of material default or material violations in connection with such items. To the Knowledge of the Seller, no additional approvals, permits or licenses will be required to be issued after the date hereof in order to permit the Purchaser, following the Closing, to continue to operate the Stations on the Real Property in the same manner as the Seller, other than any such approvals, permits or licenses that are ministerial in nature and are normally issued in due course upon application therefore without further action by the applicant.

(f) The Seller has not received any notice of any material violation of Law affecting the Owned Real Property or Leased Real Property.

(g) Schedule 4.11(g) contains a correct and complete list as of the date hereof of all title insurance policies held or owned by the Seller relating to the Real Property. Copies of all such title insurance policies have been made available to the Purchaser by the Seller.

#### 4.13 Litigation; Governmental Orders.

(a) Except as set forth in Schedule 4.13 or Schedule 4.15(b) hereto, there are no pending or, to the Knowledge of the Seller, threatened (in writing) Actions by any Person or Governmental Authority against or relating to the Seller with respect to the Stations or to which any of the Assets are subject.

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

(c) Except for matters pertaining to the FCC or Communications Act, which are addressed in Section 4.15, to the Knowledge of the Seller, there are no pending or, to the Knowledge of the Seller, threatened in writing investigations or inquiries directed to the Seller, the Assets or the business of the Stations by any Governmental Authority. Schedule 4.13(c) describes all Material inspection reports, questionnaires, inquiries, demands, requests for information, and claims of violations or noncompliance with any Law received by Seller with respect to the Stations during the two (2) years prior to the date hereof from any Governmental Authority and all written statements or responses of the Seller with respect thereto.

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

#### 4.15 FCC/FAA Matters; Qualifications.

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

(b) Except as set forth on Schedule 4.15(b), (i) each Station is being operated in compliance in all material respects with the Communications Act and the FCC Licenses with respect to the operation of such Station and (ii) the Seller has filed or made all material applications, reports, and other disclosures required by the FCC or the FAA to be made in respect of the Stations and have or will have at the Closing timely paid all regulatory fees in respect thereof. Except as set forth in Schedule 4.15(b), to the Knowledge of the Seller, as of the date hereof, there are no complaints, investigations, proceedings or other Actions pending or threatened in writing before the FCC with respect to the FCC Licenses, other than proceedings affecting the broadcast television industry generally. Except as set forth on Schedule 4.15(b), the Seller is legally, financially and otherwise qualified under the Communications Act to perform its obligations hereunder, to be the licensee of and to own and operate the Stations. There is no fact or circumstance relating to the Seller or any of its Affiliates that would reasonably be expected to prevent the FCC under the Communications Act in effect as of the date hereof from granting the FCC Applications, that would delay the granting of the FCC Consent, or that would cause the FCC to impose any condition on its granting of the FCC Consent. The Seller has no reason to believe that the FCC Applications might not be granted by the FCC in the ordinary course due to any fact or circumstance relating to the Seller or any of its Affiliates. All tower structures utilized by the Stations are in compliance with all applicable FCC and or FAA requirements. The Seller has the rights to the use of the call letters used with each Station as of the date hereof pursuant to the rules and regulations of the FCC. Except as disclosed on Schedule 4.15(b), no Station licensed as a low power television station received notice that it was being or will be displaced from its current operating channel.

#### 4.16 Labor Matters.

(a) Except as set forth on Schedule 4.16(a) hereto, there is not pending or, to the Knowledge of the Seller, threatened in writing against the Seller, any labor dispute, strike, work slowdown, or work stoppage that affects or interferes with the operation of the Stations and, to the Knowledge of the Seller, there is no organizational effort currently being made or threatened in writing by or on behalf of any labor union with respect to Business Employees. The Stations have not experienced any strike, work stoppage or other similar significant labor difficulties within the thirty-six (36) months preceding the date of this Agreement.

(b) (i) The Seller is not a signatory or a party to, or otherwise bound by, any collective bargaining agreement which covers any Business Employees or any former employees of the Seller who had employment duties related to the Stations, (ii) the Seller has not agreed to recognize any union or other collective bargaining unit with respect to any Business Employees, and (iii) no union or other collective bargaining unit has been certified as representing any Business Employees.

(c) The Seller has complied in all material respects with all applicable Laws relating to employment and employment practices, including equal employment opportunity, affirmative action, nondiscrimination, immigration, layoffs, the payment of wages (including overtime compensation), meal and rest breaks, leaves of absence, benefits, collective bargaining, the payment of social security and similar Taxes, and occupational safety and health. The Seller is not liable for the payment of any Taxes, fines, penalties, or other amounts, however designated, for failure to comply with any of the foregoing. The Seller has not and is not engaged in any unfair labor practice or other unlawful employment practice with respect to the Business Employees.

(d) The Seller's workforce is appropriately and correctly classified and in compliance with all Laws governing the classification of employees including the Fair Labor Standards Act, the Internal Revenue Code and any other Law governing the payment of wages and/or the withholding and payment of Taxes withheld from wages as required by applicable Law. All persons whom the Seller has treated as an independent contractor are properly classified as such for purposes of all Laws, including the Internal Revenue Code. The Seller has not incurred, and to the Seller's Knowledge no circumstances exist under which the Seller could incur, any liability arising from the misclassification of employees as independent contractors.

(e) Except as set forth on Schedule 4.16(e), there are no pending or, to the Knowledge of the Seller, threatened, proceedings, complaints, claims, disputes, investigations or charges relating to any alleged violation of any legal requirement pertaining to labor relations or employment matters relating to any Business Employee or any former employees of the Seller who had employment duties related to the Stations.

(f) In the thirty-six (36) months preceding the date of this Agreement, the Seller has not implemented any "plant closing" or "mass layoff" of employees that implicates WARN or any similar state or local legal requirement.

(g) To the Knowledge of the Seller, no Business Employee or officer of the Seller is bound by any Contract that purports to limit the ability of such Business Employee, officer or manager (i) to engage in or continue or perform any conduct, activity, duties or practice relating to the business of the Seller or (ii) to assign to the Seller or to any other Person any rights to any invention, improvement, or discovery.

4.17 Environmental Matters. Except as disclosed on Schedule 4.17:

(a) The Real Property is in compliance in all material respects with all Environmental Laws applicable to the Assets or the business and operations of the Stations as presently conducted by the Seller.

(b) Except in compliance in all material respects with Environmental Laws, there is none (and there has not previously been any) of the following: (i) handling of any Hazardous Substances at, on, from or around any Real Property or, to the Seller's Knowledge, on any properties surrounding or adjacent to any Real Property, (ii) presence or Release of Hazardous Substances on or around any Real Property, (iii) underground tanks, PCMs or asbestos-containing materials located on or around any Real Property, and (iv) asbestos, mold, or other indoor air quality issues on or around any Real Property.

(c) Neither the Seller nor any person acting on behalf of the Seller has released any other person from any claims the Seller might have, or have had, for any matter relating to the presence or handling of Hazardous Substances on any Real Property. No Encumbrances have been, or are, imposed on any of the Assets under any Environmental Laws.

(d) The Seller has obtained any material permits, licenses, registrations and other approvals, has filed all reports and notifications required under any Environmental Laws in connection with the Assets, and is in compliance in all material respects with all applicable Environmental Laws. The Seller has not received any notice of or, to the Seller's Knowledge, is not the subject of, any Action by any person alleging liability under or noncompliance with any Environmental Law. The Seller has delivered to the Purchaser copies of all reports, notices, or other documentation relating to Hazardous Substances on or around the Real Property in the Seller's possession or control.

4.18 Insurance. The Seller maintains insurance in respect of the Assets and the Stations covering such risks, in such amounts, with such terms and with such insurers as the Seller has determined is appropriate in light of the business and operations of the Stations and consistent in all material respects with industry practice (such insurance, the "Business Insurance Policies"). Schedule 4.18 hereto sets forth, as of the date hereof, a true and correct list of all Business Insurance Policies, all of which are in full force and effect in all material respects as of the date hereof. Correct and complete copies of all Business Insurance Policies have been made available to the Purchaser. The Seller does not have any self-insurance arrangements.

#### 4.19 Taxes.

(a) The Seller has filed, or caused to be filed, with the appropriate Governmental Authorities, all required Tax Returns, and such Tax Returns were true, correct and complete in all material respects. The Seller has timely paid, caused to be paid or accrued, all Taxes due and payable by the Seller, except for Taxes that are being contested in good faith and with adequate reserves as required by GAAP. There are no proceedings pending pursuant to which the Seller is or could be made liable for any taxes, penalties, interest, or other charges, the liability for which could extend to the Purchaser as transferee of the Assets or as operator of the Stations following the Closing.

(b) The Seller has withheld and paid each Tax required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other party, and complied with all information reporting and backup withholding provisions of applicable Law. The Seller is not a "foreign person" as that term is used in Treasury Regulations Section 1.1445-2. No extensions or waivers of statutes of limitations have been given or requested with respect to any Taxes of the Seller. All deficiencies asserted, or assessments made, against the Seller as a result of any examinations by any Tax authority have been fully paid.

(c) The Seller is not a party to any Action by any Tax authority. There are no pending or threatened Actions by any Tax authority, including any written claim by any Governmental Authority in any jurisdiction where the Seller did not file Tax Returns that the Seller is or may be subject to or liable for Taxes imposed by that Governmental Authority or jurisdiction.

(d) There are no Encumbrances for Taxes upon any of the Assets nor is any Tax authority in the process of imposing any Encumbrances for Taxes on any of the Assets (other than for current Taxes not yet due and payable).

4.20 Transactions with Affiliates. Except as disclosed on Schedule 4.20, the Seller is not a party to any contract with any Affiliate of the Seller, or any equity owners, directors or officers of any such Affiliates that would be an Asset.

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

4.22 Data Incidents. To the Knowledge of Seller, the Seller has not experienced any material breach of privacy, security, or confidentiality with respect to Protected Data, or any material unauthorized access to, acquisition of, loss of, or disclosure of Protected Data (a “Data Incident”), including any Data Incident that required or will require notification to affected Persons, Governmental Authorities, or other Persons under any applicable Law or pursuant to any contractual obligation. The Seller has not notified any affected Person or Governmental Authority of any actual or suspected Data Incident.

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

## **ARTICLE V. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser hereby represents and warrants to the Seller as follows:

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

5.2 Authority. The Purchaser has all requisite limited liability company power and authority to enter into and deliver this Agreement and the Operative Agreements to which it is a party, to perform its obligations hereunder and thereunder, to consummate the Transactions, and to assume and perform the Assumed Liabilities. The execution and delivery by the Purchaser of this Agreement and the Operative Agreements to which it is a party, the performance by the Purchaser of its obligations hereunder and thereunder, the consummation by the Purchaser of the Transactions, and the assumption and performance of the Assumed Liabilities, have been duly authorized by all necessary requisite limited liability company action on the part of the Purchaser. This Agreement has been, and the Operative Agreements to which the Purchaser is a party shall be, duly executed and delivered by the Purchaser. Assuming the due authorization, execution and delivery of this Agreement and the Operative Agreements by the Seller, this Agreement constitutes, and each of the

Operative Agreements to which the Purchaser is a party (when so executed and delivered) will constitute, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except as such enforceability may be limited by the Enforceability Exceptions.

5.3 No Violation; Third Party Consents. Assuming that all consents, waivers, approvals, orders and authorizations described in Section 5.4 hereto have been obtained and all registrations, qualifications, designations, declarations or filings with any Governmental Authorities described in Section 5.4 hereto have been made, the execution and delivery by the Purchaser of this Agreement and the Operative Agreements to which it is a party, the performance by the Purchaser of its obligations hereunder and thereunder, the consummation by the Purchaser of the Transactions, and the assumption and performance of the Assumed Liabilities, will not conflict with or violate, constitute a default (or event which with the giving of notice or lapse of time, or both, would constitute a default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any obligation or loss of any benefit under, result in the creation of any Encumbrance other than a Permitted Encumbrance on any of the assets or properties of the Purchaser pursuant to, or require the Purchaser to obtain any consent, waiver, approval or action of, make any filing with, or give any notice to any Person as a result or under, the terms or provisions of (i) the organizational documents of the Purchaser, (ii) any Contract to which the Purchaser is a party or is bound, or (iii) any Law applicable to the Purchaser, or any Governmental Order issued by a Governmental Authority by which the Purchaser is in any way bound or obligated, except, in the case of clauses (ii) and (iii) of this Section 5.3, as would not have a material adverse effect on the ability of the Purchaser to perform its obligations under this Agreement and the Operative Agreements to which it is a party, to assume and perform the Assumed Liabilities or to consummate on a timely basis the Transactions.

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

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

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



5.7 FCC Qualifications. The Purchaser is, to the Purchaser's knowledge, legally, technically, financially and otherwise qualified under the Communications Act to perform its obligations hereunder and to be the licensee of the Assigned Licenses. To the Purchaser's knowledge, there is no fact or circumstance relating to the Purchaser or any of its Affiliates that would reasonably be expected to prevent the FCC from granting the FCC Applications or that would otherwise reasonably be expected to disqualify the Purchaser as the licensee of the Assigned Licenses. No waiver of any FCC rule or policy is required for the grant of the FCC Applications.

5.8 Financing. The Purchaser will have at the Closing sufficient cash, available lines of credit or other sources of funds to enable it to make payment of the Purchase Price and any other amounts to be paid by it in accordance with the terms of this Agreement. The Purchaser acknowledges and agrees that it shall be the Purchaser's obligation to have funds on hand at the Closing sufficient to enable the Purchaser to pay the Purchase Price, and the Purchaser's failure to have such funds at Closing shall constitute a breach by the Purchaser that gives rise to the failure of a condition set forth in Section 7.2 for the purposes of Section 9.1(a)(i).

## **ARTICLE VI. COVENANTS AND AGREEMENTS**

6.1 Conduct of Business. At all times during the period commencing upon the execution and delivery of this Agreement by the parties hereto and terminating upon the earlier of the Closing or the termination of this Agreement pursuant to and in accordance with the terms of Section 9.1 hereof, unless the Purchaser shall otherwise consent in writing, and except as otherwise required by Law or to enable the Seller to comply with its obligations hereunder or as otherwise set forth in Schedule 6.1 hereto, the Seller shall:

(a) (i) use commercially reasonable efforts to conduct the operations of the Stations in the ordinary course of business, consistent with past practice, except to the extent otherwise provided herein, (ii) use commercially reasonable efforts to preserve and maintain in all material respects the goodwill of the Stations and the other Business Intellectual Property and the current relationships of the Seller with employees, customers, advertisers, suppliers and others with significant and recurring business dealings with the Stations, (iii) use commercially reasonable efforts to maintain all Business Licenses (including FCC Licenses) that are material to the conduct of the business of the Stations as currently conducted by the Seller, including filing with the FCC applications to renew any FCC Licenses that have expired or that may expire prior to the Closing Date, (iv) maintain the books of account and records of the Stations in the usual, regular and ordinary manner, consistent with past practices, (v) use commercially reasonable efforts to maintain the Improvements and the Equipment in reasonable operating condition (given the age of such property and the use to which such property is put and ordinary wear and tear excepted) in accordance with industry practice, (vi) promote the Program Rights of the Stations in the ordinary course of business consistent with past practice and utilize the Program Rights of the Stations in the ordinary course of business consistent with past practices, and not sell or otherwise dispose of any such Program Rights, (vii) advise the Purchaser in writing within two (2) Business Days after the Seller obtains Knowledge of any complaint, investigation, proceeding or other Action pending or threatened in writing before the FCC with respect to the FCC Licenses; and (viii) use commercially reasonable efforts to maintain or cause to be maintained Business Insurance Policies; (ix) give the Purchaser prompt written notice of the occurrence of any of the following: (A) a loss, taking, condemnation, damage or destruction of

or to any of the Assets involving an amount in excess of \$25,000; (B) any material labor grievance, strike, or other material labor dispute; (C) any material violation by the Seller of any Law; (D) any material breach, default, claimed default or termination of any Material Business Contract; and (E) any breach or anticipated breach of any of the Seller's representations and warranties set forth in this Agreement;

(b) (i) confer on a regular and frequent basis with the Purchaser to report material operational matters and to report the general status of ongoing operations of the Stations and the Assets at such times as the Purchaser may reasonably request, and (ii) promptly notify the Purchaser in writing of any Material Adverse Effect, or any Effect that would reasonably be expected to result in a Material Adverse Effect of which the Seller has Knowledge;

(c) use commercially reasonable efforts to protect the present service areas of the Stations from increased electrical interference from other stations, existing or proposed, and exercise commercially reasonable efforts to maintain carriage of the Stations' signals on all cable systems on which they are entitled to carriage;

(d) subject to all applicable confidentiality agreements applicable to the Seller, provide the Purchaser with copies of all material correspondence received after the date hereof with cable and DBS systems to and from the Seller with regard to the Stations concerning must carry status, retransmission consent and other matters arising under the Cable Act, the STELA Reauthorization Act of 2014, as amended, and any successor statutes thereto and keep the Purchaser promptly advised of the status of all material developments in all negotiations by the Seller with cable and DBS systems concerning such matters related to the Stations; and

(e) Without limiting the foregoing, at all times during the period commencing upon the execution and delivery of this Agreement by the parties hereto and terminating upon the earlier of the Closing or the termination of this Agreement pursuant to and in accordance with the terms of Section 9.1 hereof unless the Purchaser shall otherwise consent in writing (which consent shall not be unreasonably withheld, delayed, denied or conditioned, except as set forth on Schedule 6.1 hereto, the Seller shall not take, or cause to be taken, any of the following actions to the extent such actions relate to the Stations or the Assets:

(i) enter into, materially amend, materially modify or terminate (other than at the expiration of their respective terms or due to a default of the other party thereunder) any (1) Material Business Contract, (2) any Business Contract relating to Program Rights, or (3) other Business Contract other than Business Contracts not involving Liabilities exceeding \$10,000 in any twelve-month period or \$50,000 in the aggregate in any twelve-month period for all such Business Contracts;

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

(iii) increase any wage, salary, bonus or other direct or indirect compensation payable or to become payable to any of the Business Employees, or make any accrual for or commitment or agreement to make or pay the same, other than increases in

wages, salary, bonuses or other direct or indirect compensation made in the ordinary course of business, consistent with past practice. Notwithstanding the foregoing, any such increases shall not exceed 2% individually or in the aggregate, or those required by any existing Business Contract or Law; provided, however, that the Seller may offer retention bonuses to any of the Business Employees, at the sole expense of the Seller;

(iv) increase benefits under, or establish any new bonus, insurance, severance, deferred compensation, pension, retirement, profit sharing, option (including the granting, modification or acceleration of options or performance awards), or other Benefit Plan (except to the extent necessary to comply with applicable Law or as provided under such Benefit Plan) or amend or modify any Benefit Plan (except to the extent necessary to comply with applicable Law);

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

(vi) (A) sell or make any other disposition of any of the Assets except obsolete assets that are not in use or held for use in the operation of the Stations; and (B) grant or incur any Encumbrance on any of the Assets, other than Permitted Encumbrances;

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

(viii) materially amend, materially modify or terminate any Material Business License; or

(ix) enter into any binding agreement that would cause the Seller to violate any of the terms and provisions of this Section 6.1.

## 6.2 Access and Information.

(a) Subject to the terms of the Confidentiality Agreement, at all times during the period commencing upon the execution and delivery hereof by the parties hereto and terminating upon the earlier of the Closing or the termination of this Agreement pursuant to and in accordance with the terms of Section 9.1 hereof, the Seller shall permit the Purchaser and its authorized agents and representatives to have reasonable access, upon reasonable advance notice and during normal business hours, to the Stations and the Assets and all of its relevant books, records and documents of or relating to the Stations and the Assets, and shall furnish to the Purchaser such information and data, financial records and other documents in its possession relating to the Stations and the Assets as the Purchaser may reasonably request; provided that such access shall not unduly interrupt the

normal operations of the Stations, shall be coordinated through the Seller management, and shall comply with all applicable Business Contracts and Permitted Encumbrances.

(b) Within thirty (30) days after the end of each calendar month during the period from the date hereof through the Closing, the Seller shall provide to the Purchaser, with respect to the Stations, the unaudited balance sheet as of the end of such month and the related combined unaudited statement of income and operations for such month and the year to date ended of the Stations. Within forty-five (45) days after the end of each quarter during the period from the date hereof through the Closing, the Seller shall provide to the Purchaser, with respect to the Stations, the unaudited balance sheet as of the end of such quarter and the related combined unaudited statement of income and operations for such quarter ended of the Stations.

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

#### 6.4 Further Actions.

(a) Upon the terms and subject to the conditions set forth in this Agreement (including the terms of Section 6.4(b) hereof), the Seller and the Purchaser shall each use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, and to assist and cooperate with the other parties hereto in doing, all things necessary, proper or advisable under applicable Laws to consummate the Transactions, including, without limitation (but subject to Section 3.5): (i) obtaining all necessary Licenses, actions or nonactions, waivers, consents or approvals, authorizations, qualifications and other orders of any Governmental Authorities with competent jurisdiction over the Transactions; and (ii) obtaining all necessary consents, approvals or waivers from third parties. In furtherance (and not in limitation) of the provisions set forth in this Agreement, at all times prior to the Closing, the Purchaser and the Seller shall use their respective commercially reasonable efforts to take or cause to be taken all action necessary or desirable in order to consummate the transactions contemplated by this Agreement as promptly as is practicable.

(b) Also in furtherance and not in limitation of Section 6.4(a), the Purchaser and the Seller each shall prepare and file with the FCC as soon as practicable, but in no event later than five (5) Business Days after the execution of this Agreement, the requisite applications (the “FCC Applications”) and other necessary instruments or documents requesting the FCC Consent and thereafter prosecute such applications with all reasonable diligence to obtain the FCC Consent as soon as practicable; provided, however, that, except as provided in the following sentence, neither the Purchaser nor the Seller shall be required to pay consideration to any third party to obtain the FCC Consent. The parties shall each pay one-half of the FCC filing fees relating to the Transactions, irrespective of whether the Transactions are consummated. The Purchaser and the Seller each shall oppose any petitions to deny or other objections filed with respect to the FCC Applications to the

extent such petition or objection relates to such party. Neither the Purchaser nor the Seller shall take any intentional action that would, or intentionally fail to take such action the failure of which to take would, reasonably be expected to have the effect of materially delaying the receipt of the FCC Consent. The Purchaser agrees that it will not enter into any joint sales agreement effective upon the Closing and its portions of the FCC Applications will not contain any references to any joint sales agreement on the part of the Purchaser. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Section 9.1, then the Purchaser and the Seller shall jointly request that the FCC extend the effective period of the FCC Consent. No extension of the FCC Consent shall limit the right of either party to exercise its rights under Section 9.1. The Seller will consent to, and take all other steps reasonably necessary in connection with, the re-association of all of the translators and low powers owned by the Seller in the DMA to one or more stations owned by the Purchaser in the DMA effective at Closing.

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

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

6.6 Transaction Expenses. Except as otherwise provided herein, the Purchaser shall pay all transaction costs and expenses (including legal, accounting and other professional fees and expenses) that it incurs in connection with the negotiation, execution and performance of this Agreement and the consummation of the Transactions. Except as otherwise provided herein, the Seller shall pay all transaction costs and expenses (including legal, accounting and other professional fees and expenses) that it incurs in connection with the negotiation, execution and performance of this Agreement and the consummation of the Transactions. Each of the Seller and the Purchaser shall pay one-half of (i) any sales and use Taxes associated with the transfer of the Assets from the Seller to the Purchaser pursuant to this Agreement and (ii) all real property transfer Taxes and fees and costs

of recording or filing all applicable conveyancing instruments associated with the transfer of the Assets from the Seller to the Purchaser pursuant to this Agreement. The Seller represents, warrants and certifies to the Purchaser that, at Closing, the Assets sold to the Purchaser hereunder, comprise at least eighty percent (80%) of all of the Seller's assets (including cash and cash equivalents). Consistent with Section 6.4(b) above, each party shall pay one-half of all FCC filing fees with regard to the Transactions. The Seller and the Purchaser shall cooperate in the preparation, execution and filing of all Tax Returns regarding any transfer Taxes which become payable as a result of the transfer of the Assets from the Seller to the Purchaser pursuant to this Agreement and/or shall cooperate to seek an available exemption from such Taxes.

#### 6.7 Employees and Employee Benefit Matters.

(a) Purchaser shall offer employment in accordance with the provisions of this Section 6.7 to each Business Employee listed on Schedule 6.7(a) effective as of the Closing (provided such Business Employee is employed by the Seller as of such date). Each such offer of employment by Purchaser will be subject to and in compliance with the Purchaser's applicable policies and procedures, including employment background checks and the execution of all of the Purchaser's standard new hire documents and agreements, and will supersede any prior express or implied employment agreements, arrangements, representations, or offer letters in effect prior to the Closing Date. As of the Closing Date, Purchaser shall employ each such Business Employee who accepts Purchaser's offer of employment (collectively, the "Transferred Employees") at a salary or hourly rate and, if applicable, commissions as set in the offer of employment, provided, that (i) the salary or hourly rate for each Transferred Employee shall not be less than his or her salary or hourly rate as in effect on the date hereof and (ii) any Business Contracts for the Transferred Employees listed on Schedule 4.9(a) shall be Assumed Liabilities hereunder. Immediately prior to the Closing, the Seller shall terminate its employment of each such Transferred Employee. Notwithstanding anything to the contrary herein, unless employed pursuant to a written agreement which expressly provides that his/her employment with Purchaser is not terminable at will, each Transferred Employee shall be an employee at will of Purchaser, and nothing in this Section or elsewhere in this Agreement shall guarantee employment with Purchaser for any period of time. Nothing in this Agreement shall be construed as an obligation of Purchaser to continue the employment of any Transferred Employee for any period following the Closing Date.

(b) The Seller shall retain full responsibility and Liability for offering and providing "continuation coverage" to any "qualified beneficiary" who is covered by a "group health plan" sponsored or contributed to by the Seller or an ERISA Affiliate of the Seller and who has experienced a "qualifying event" or is receiving "continuation coverage" on or prior to the Closing. "Continuation coverage," "qualified beneficiary," "qualifying event" and "group health plan" shall each have the meaning given such term under Section 4980B of the Internal Revenue Code and Section 601 et seq. of ERISA.

(c) The Seller shall be solely responsible for compliance with applicable federal, state or local laws regarding "plant closings" or "mass layoffs" (as such terms are defined in applicable Law) or similar triggering events as they relate to the Transactions, including, without limitation, the requirements of WARN. Except as otherwise provided in this Section 6.7, the Seller shall (i) retain liability for all obligations and liabilities to the Business Employees arising prior to the Closing; and (ii) in accordance with the Seller's employment terms or employment and

compensation agreements, be responsible for and shall cause to be discharged and satisfied in full all amounts owed to the Transferred Employees, including, without limitation, wages, salaries, bonuses, severance pay, sick pay, accrued vacation, any liabilities accrued or incurred under any of the Benefit Plans, or any other benefits or payments relating to the period of employment by the Seller.

(d) The Purchaser shall permit Transferred Employees (and their spouses and dependents) to participate in its “employee welfare benefit plans” as defined under ERISA (including without limitation health insurance plans) in which similarly situated employees of the Purchaser are generally eligible to participate, with coverage effective immediately on the Closing Date (and without exclusion from coverage on account of any pre-existing condition except to the extent such persons were subject to such pre-existing condition limitations under the Seller’s group health plan). Transferred Employees’ service with the Seller (and any predecessors of the Seller) will be deemed as service with the Purchaser for purposes of eligibility, waiting periods, vesting periods and benefits based on length of service, and calculation of vacation and severance benefits, if applicable (other than benefit accrual under a defined benefit pension plan and the Purchaser’s discretionary match under the Purchaser’s 401(k) plan), and with any credit under any welfare plan for any deductibles or co-insurance paid for the current plan year under any plan maintained by the Seller. If requested by the Purchaser, the Seller shall reasonably cooperate and provide reasonable assistance to the Purchaser with respect to any employee benefit plan (or insurance contract related thereto) of the Purchaser or its Affiliates providing benefits to Transferred Employees, including facilitating contact with third parties as the Purchaser deems necessary or appropriate. Nothing herein shall require the Purchaser to assume, sponsor, continue or otherwise duplicate any Benefit Plan.

(e) The Purchaser shall provide to each Transferred Employee credit for any unused paid time off (or sick and vacation) (calculated as of the Closing Date) in an amount equal to the amount calculated pursuant to the Seller’s policies as in effect on the date of this Agreement, including any hours earned but not credited as of such date, and the Purchaser shall assume and discharge the Seller’s obligation to provide such leave as part of the Assumed Liabilities. The value of the total amount of the credits given by the Purchaser will be reflected as an adjustment in the Purchaser’s favor in the Prorations.

(f) This Section 6.7 will operate exclusively for the benefit of the parties to this Agreement, and no provision of this Agreement shall create any third-party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of the Seller with respect to continued employment (or resumed employment) with the Purchaser or the Seller or in respect of any other matter.

6.8 Retention of and Access to Records. From and after the Closing, for a period of at least one (1) year, the Purchaser shall preserve all books and records transferred by the Seller to the Purchaser pursuant to this Agreement. Promptly after the Purchaser shall decide to destroy such books and records but in any event by the 5<sup>th</sup> anniversary of the Closing Date, the Purchaser shall provide the Seller a reasonable opportunity to obtain copies, at the Seller’s expense, of any of such books and records that the Seller needs for any reasonable business purpose. As soon as reasonably practicable following the Closing, the Purchaser shall deliver to the Seller such financial information relating to the Stations in sufficient detail to enable the Seller to prepare its financial statements and all Tax Returns of the Seller relating to periods ending on or prior to the Closing Date. The Purchaser, on the one hand, and the Seller, on the other hand, shall provide, at the expense of the requesting

party, with such assistance as may reasonably be requested by either of them in connection with the preparation of any Tax Return, any Tax audit or other examination by any Governmental Authority, or any judicial or administrative proceedings relating to Liability for Taxes. In furtherance of the foregoing, from and after the Closing, the Purchaser shall afford to the Seller, and its counsel, accountants and other authorized agents and representatives, during normal business hours, reasonable access to the employees, books, records and other data relating to the Assets, the Assumed Liabilities, the Transferred Employees and the Excluded Liabilities in its possession with respect to periods prior to the Closing, and the right to make copies and extracts therefrom, to the extent that such access may be reasonably required (a) to facilitate the investigation, litigation and final disposition of any claims which may have been or may be made against any such party or Person or its Affiliates, (b) for the preparation of Tax Returns and audits, and (c) for any other reasonable business purpose.

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

6.10 Risk of Loss.

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

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



after the expiration of such 120-day period, or any such extension thereof, to terminate this Agreement forthwith without any further obligation.

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

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

6.12 Title Insurance; Survey. The Purchaser may obtain, at its sole option and expense, and the Seller shall grant the Purchaser access to obtain (a) commitments for owner's and lender's title insurance policies (ALTA Form 2006) on the Owned Real Property and commitments for lessee's and lender's title insurance policies for all Leased Real Property (collectively the "Title Commitments"), and (b) an ALTA survey on each parcel of Real Property (the "Surveys"); provided, however, that the Seller shall promptly provide the Purchaser with any existing Title Commitments, title policies and Surveys in its possession or control. The Title Commitments will evidence a commitment to issue an ALTA title insurance policy insuring good, marketable and indefeasible fee simple (or leasehold, if applicable) title to each parcel of the Real Property contemplated above for such amount as the Purchaser directs and will contain no exceptions except for Assumed Liabilities or Permitted Encumbrances with each of the title company's standard printed exceptions in Schedule B thereto deleted at the Seller's expense. The Seller shall reasonably cooperate with the Purchaser in obtaining such Title Commitments and Surveys (including by providing customary representations and affidavits to the Purchaser's title company). If the Title Commitments or Surveys reveal any Encumbrance on the title, other than Assumed Liabilities or Permitted Encumbrances, then the Purchaser may notify the Seller in writing of such objectionable matter promptly after the Purchaser determines that such matter is not an Assumed Liability or Permitted Encumbrance, or otherwise a customary title exception, and the Seller shall use commercially reasonable efforts to remove such objectionable matter as required pursuant to the terms of this Agreement. The Seller shall be obligated to remedy any title defect that is of a monetary nature.

6.13 Environmental Assessments; Phase I and Phase II Investigations. The Purchaser, at its sole cost and expense, shall have the right to (1) within sixty (60) days from the date of this Agreement, engage an environmental consulting firm to conduct a Phase I Environmental Site Assessment and Compliance Review, as such terms are commonly understood (the “Phase I Environmental Assessment”), with respect to the Real Property and (2) within thirty (30) days after the receipt of the Phase I Environmental Assessment, engage an environmental consulting firm to conduct a Phase II Environmental Site Assessment or any other test, investigation or review recommended based upon the results of the Phase I Environmental Assessment; provided, that such environmental assessment, test, investigation or review shall be conducted only (i) during regular business hours, (ii) with no less than two (2) business days prior written notice to the Seller, (iii) in a manner which will not unduly interfere with the operation of the Stations or the use of access to or egress from the Real Property and (iv) with respect to Leased Real Property, shall conduct a Phase II Environmental Site Assessment or other test, investigations or review recommended based upon the results of the Phase I Environmental Assessment only if the owner of such property consents. The Seller shall use commercially reasonable efforts to undertake to obtain such consents as promptly as practicable. Prior to Closing, the Seller shall remediate any environmental condition that is identified in such assessment at its sole cost and expense in respect of Owned Real Property; provided, that if the reasonably estimated cost to remedy any environmental condition in the aggregate exceeds \$150,000, then the Seller may elect not to remediate any such environmental conditions. Any such remediation by the Seller shall only be required to meet the most cost-effective standard and executed in a reasonable manner, in each case to become compliant with any applicable Environmental Laws. Notwithstanding anything herein to the contrary, if the reasonably estimated cost to remedy any environmental condition in the aggregate exceeds \$150,000, and the Seller elects not to remediate any such environmental conditions because the estimate exceeds such amount, then the Purchaser shall have the right to terminate this Agreement upon written notice to the Seller; provided, that, in such case, the Seller shall not be entitled to the Escrow Deposit.

6.14 Delivery of Books and Records. The Seller shall deliver to Purchaser at the Closing all documents, books and records that are part of the Assets. Without limiting the generality of the foregoing, the Seller shall deliver to Purchaser at the Closing all documents and records relating to the Business Intellectual Property, including the original Certificates of Registration for all letters patent trademarks and service marks, if any, included within the registered Business Intellectual Property listed on Schedule 4.6(a) and all such documents relating thereto along with any other documents necessary to transfer title thereto and to record such transfer before the respective patent and trademark offices or similar Governmental Authorities.

6.15 Payroll Matters.

(a) The Seller and the Purchaser shall follow the “standard procedures” for preparing and filing IRS Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53 for Transferred Employees. Under this procedure, (i) the Seller shall provide all required IRS Forms W-2 to (x) all Transferred Employees reflecting wages paid and Taxes withheld by the Seller prior to the Closing Date, and (y) all other employees and former employees of Seller who are not Transferred Employees reflecting all wages paid and Taxes withheld by the Seller, and (ii) the Purchaser (or one of its Affiliates) shall provide all required IRS Forms W-2 to all Transferred

Employees reflecting all wages paid and Taxes withheld by Purchaser (or one of its Affiliates) on and after the Closing Date.

(b) The Seller and the Purchaser shall follow the “standard procedures” of Revenue Procedure 2004-53 for purposes of filing IRS Forms W-4 (Employee’s Withholding Allowance Certificate). Under this procedure, the Seller shall retain all IRS Forms W-4 on file with respect to each Transferred Employee, and the Purchaser shall obtain new IRS Forms W-4 with respect to each Transferred Employee.

(c) Prior to the Closing, the Seller will notify Purchaser of any outstanding garnishments, Tax levies, child support orders, and wage assignments in effect with the Seller on the Closing Date for Transferred Employees, and will provide the Purchaser with such information in the possession of the Seller as may be reasonably requested by Purchaser and necessary for Purchaser to make the payroll deductions and payments to the authorized payee as required by this Section 6.15. The Purchaser shall honor such payroll deduction authorizations with respect to Transferred Employees and will continue to make payroll deductions and payments to the authorized payee, as specified by a court or Order that was filed with the Seller on or before the Closing Date, to the extent such payroll deductions and payments are in compliance with applicable Law, and the Seller will continue to make such payroll deductions and payments to authorized payees as required by Law with respect to all other employees of the Stations who are not Transferred Employees.

6.16 Copy of Virtual Data Room. As soon as practicable after the Closing Date, but in no event later than thirty (30) days after the Closing Date, the Seller will cause its broker to deliver to the Purchaser on one or more DVDs or CDs, a complete and accurate (as of the Closing Date) electronic copy of its virtual data room (“VDR”) set up with respect to the transactions contemplated by this Agreement. Through the date such delivery is made, the Seller will cause its broker to continue to provide Purchaser and its representatives with access thereto.

6.17 Exclusivity. Unless and until this Agreement is terminated prior to Closing pursuant to Section 9.1, the Seller, acting in any capacity, will neither directly nor indirectly, through any agent, representative or otherwise (A) solicit, initiate, encourage or entertain submission of proposals or offers from any other Person relating to (i) any sale of a substantial portion of the assets of the Seller, (ii) any merger or consolidation of, or sale of a substantial portion of the equity interests in, the Seller, (iii) any time brokerage, local marketing, outsourcing, joint sales, shared services, management, marketing or other similar agreement or arrangement related to any of the Stations, or (iv) any similar transaction involving the Stations, (B) participate in any discussions or negotiations regarding, or, except as required by a legal or judicial process, furnish to any other Person any information with respect to, or otherwise cooperate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to consummate any of the transactions described in clauses (A)(i) through (iv) above, or (C) approve or undertake any such transaction. The Seller shall promptly give the Purchaser written notice of the terms of any such proposal.

## **ARTICLE VII. CLOSING CONDITIONS**

7.1 Conditions to Obligations of the Purchaser. The obligations of the Purchaser to consummate the Transactions are subject to the satisfaction or fulfillment at or prior to the Closing of the following conditions, any of which may be waived in whole or in part by the Purchaser in writing (to the extent permitted by applicable Law):

(a) All representations and warranties of the Seller contained in this Agreement (disregarding any qualifications regarding materiality) shall be true and correct at and as of the Closing with the same effect as though such representations and warranties were made at and as of the Closing (other than any representation or warranty that is expressly made as of a specified date, which shall be true and correct as of such date only), except for changes which are permitted or contemplated pursuant to this Agreement or specifically consented to by the Purchaser in writing or to the extent that the failure of the representations and warranties of the Seller contained in this Agreement to be true and correct, at and as of the Closing (or in respect of any representation or warranty that is expressly made as of a specified date, as of such date only), has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

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

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

(d) There shall not be instituted or pending any suit, action, proceeding or investigation by the United States Federal Trade Commission, the Antitrust Division of the United States Department of Justice, any state attorney general, other government authority, or private party under any Antitrust Law (i) challenging or seeking to make illegal, to delay materially or otherwise directly or indirectly to prohibit the consummation of the Transactions or the Other APAs, or any of the other transactions contemplated hereby or thereby or (ii) seeking to prohibit, limit, restrain or impair the Purchaser's ability to own, control, direct, manage, or operate or to retain or change any portion of the Assets or the Stations from and after the Effective Time.

(e) The FCC Consent (i) shall have been granted, (ii) shall be in full force and effect, (iii) shall be without any conditions materially adverse to the Purchaser, (iv) shall be on terms that are not materially more onerous to the Purchaser than are the terms to the Seller under the existing Assigned Licenses, in each case, other than those of general applicability to all licensees of broadcast television stations, and (v) shall have become a Final Order.

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

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

(h) The consummation of the transactions contemplated by each of the Asset Purchase Agreement, dated as of the date hereof, by and between Mark III Media, Inc., a Wyoming corporation, and Big Horn Television LLC, a Delaware limited liability company, and the Asset Purchase Agreement, dated as of the date hereof, by and between Wyomedia Corp., a Wyoming corporation, and Front Range Television LLC, a Delaware limited liability company (collectively, the “Other APAs”) shall have occurred or be occurring prior to, or simultaneously with, the Closing.

(i) The Purchaser shall have completed its environmental due diligence pursuant to Section 6.13 to Purchaser’s reasonable satisfaction.

(j) Since the date of this Agreement, no Material Adverse Effect shall have occurred.

**7.2 Conditions to Obligations of the Seller.** The obligations of the Seller to consummate the Transactions are subject to the satisfaction or fulfillment at or prior to the Closing of the following conditions, any of which may be waived in whole or in part by the Seller in writing (to the extent permitted by applicable Law):

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

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

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

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

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

## **ARTICLE VIII. INDEMNIFICATION**

**8.1 Survival.** The representations, warranties, covenants and agreements (other than covenants to be performed in whole or in part after the Closing, each of which shall survive the

Closing until thirty (30) days after it has been fully performed and discharged) made by any party and contained in or made pursuant to this Agreement shall survive (and not be affected in any respect by) the Closing, any investigation conducted by any party hereto and any information which any party may receive, until one (1) year following the Closing Date, whereupon all such representations, warranties, covenants and agreements shall expire and terminate and shall be of no further force or effect; provided, however, that (i) the representations and warranties in Section 4.1 (Organization), Section 4.2 (Seller's Authority), the second sentence of Section 4.5 (Tangible Personal Property), the second sentence of Section 4.12(a) (Real Property), Section 4.19 (Taxes), Section 4.21 (Seller's Brokers), and Section 5.2 (Purchaser's Authority) (collectively, such representations and warranties in Section 4.1 (Organization), Section 4.2 (Seller's Authority), the second sentence of Section 4.5 (Tangible Personal Property), Section 4.19 (Taxes), Section 4.21 (Seller's Brokers), and Section 5.2 (Purchaser's Authority), the "Core Representations") shall survive the Closing until ninety (90) days after the expiration of the applicable statute of limitations with respect to the particular matter that is the subject thereof; and (ii) the representations and warranties in Section 4.17 (Environmental Matters) shall survive the Closing for a period of two (2) years with respect to the particular matter that is the subject thereof. In the event that written notice is properly given under this Article VIII with respect to any alleged breach of a representation and warranty to which such party is entitled to be indemnified hereunder prior to the applicable expiration date, such representation and warranty shall continue to survive (with respect to the subject matter of such written notice only) until the applicable claim is finally resolved.

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

- (a) the breach of any representation or warranty of the Purchaser herein or in any Operative Agreement;
- (b) the breach of any covenant or agreement of the Purchaser contained herein or in any Operative Agreement; and
- (c) the Assumed Liabilities.

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

- (a) The breach of any representation or warranty of the Seller herein or in any Operative Agreement in any case without regard to and without giving effect to any materiality (or similar) qualifiers contained herein or therein;

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

(c) the Excluded Liabilities.

#### 8.4 Notification of Claims.

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

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

the Indemnified Party written notice within the Indemnity Notice Period that the Indemnifying Party is permitted to and will assume the defense of any such claim or litigation resulting therefrom, then the Indemnified Party may defend against any such claim or litigation in such manner as it may deem appropriate, at the cost of the Indemnifying Party.

(c) In the event the Indemnifying Party (i) does not elect to assume control and the defense of any Third Party Claim, or after having done so does not conduct the same diligently and in good faith or (ii) is not entitled to assume control of the defense and control of such Third Party Claim, the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such claim; provided, however, the Indemnified Party shall not have the right to consent or otherwise agree to any monetary or non-monetary settlement or relief, including injunctive relief or other equitable remedies, without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld, delayed or conditioned. In the event that the Indemnifying Party assumes control of the defense of any Third Party Claim, the Indemnifying Party shall have the right in good faith to settle or compromise any such claim, provided that (i) at least five (5) Business Days prior notice of such settlement or compromise is given to the Indemnified Party and (ii) such settlement or compromise results only in the payment of money damages (and the Indemnifying Party pays such amount in full, which the Seller agrees will be paid from the Indemnity Escrow) and, for the avoidance of doubt, must not require the Indemnified Party to take or refrain from taking any action (provided that Indemnified Party shall not unreasonably withhold its consent to the terms of a mutual release with respect to such claim with the third party making such claim), contain any admission by or on behalf of the Indemnified Party, or otherwise fail to hold the claimant fully harmless with respect to such claim. Notwithstanding the foregoing, in connection with any such settlement or compromise negotiated by the Indemnifying Party, no Indemnified Party shall be required by an Indemnifying Party to (i) enter into any settlement that does not include as an unconditional term thereof the delivery by the Indemnified Party or plaintiff to the Indemnified Party of a release from all liability in respect of such claim or litigation, or (ii) enter into any settlement that attributes by its terms any non-indemnified liability to the Indemnified Party.

(d) If a claim, whether a direct claim or a Third Party Claim, requires immediate action, then the parties hereto will work in good faith to reach a decision with respect thereto as expeditiously as possible. The Indemnifying Party or the Indemnified Party, as the case may be, shall at all times use its reasonable efforts to keep the Indemnifying Party or the Indemnified Party, as the case may be, reasonably apprised of the status of any matter the defense of which they are maintaining and to cooperate in good faith with each other with respect to the defense of any such matter.

## 8.5 Limitations.

(a) Notwithstanding anything herein to the contrary, no Indemnifying Party shall have any obligation to indemnify any Indemnified Parties pursuant to Sections 8.2(a) or 8.3(a), as the case may be, and no Indemnified Party shall make a claim pursuant to Sections 8.2(a) or 8.3(a), as the case may be, unless the aggregate amount of Damages sustained or incurred with respect to all claims pursuant to Section 8.2(a) or Section 8.3(a), as the case may be, exceeds \$50,000 (the “Basket”); provided, however, that if the aggregate amount of such Damages exceeds the Basket, then the Indemnifying Party shall be liable only for the amount of Damages in excess of the Basket; provided, however, that the Basket shall not apply to breaches of the Core Representations or fraud. Notwithstanding anything to the contrary contained in this Agreement, the aggregate maximum



indemnifiable liability of any Indemnifying Party pursuant to Sections 8.2(a) or 8.3(a), as the case may be, shall be limited to \$155,295 (the “Cap”); provided, however, that the Cap shall not apply to breaches of the Core Representations or fraud. For the avoidance of doubt, the maximum amounts payable under any clause of this Section 8.5(a) shall be reduced by any amount previously paid under Section 8.2(a) of this Agreement, or under Section 8.3(a) of this Agreement, in the aggregate, as applicable.

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

(c) Absent fraud, no claim for indemnification or cause of action arising under or resulting from this Agreement, any other Operative Agreement or any of the Transactions may be asserted by any Indemnified Party against the Seller or the Purchaser, respectively, for punitive damages, unless and only to the extent such damages are payable by the Indemnified Party to a third party.

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

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

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

## **ARTICLE IX. TERMINATION**

### **9.1 Termination.**

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

(i) by the Purchaser or the Seller, if the other party is in breach or default of this Agreement or does not perform in all respects the obligations to be performed by it under this Agreement on or prior to the Closing Date, and such breach or failure to perform (a) would give rise to the failure of a condition set forth in Section 7.1(a) or Section 7.1(b) (in the case of a breach or default by the Seller) or Section 7.2(a) or Section 7.2(b) (in the case of a breach or default by the Purchaser) as if such breach or failure to perform had occurred at the time scheduled for Closing and (b) such breach has not been cured in all material respects as set forth in Section 9.1(d);

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

(iii) by the Purchaser or the Seller, if the Closing, as the case may be, has not occurred on or prior to the date that is 12 months from the date of this Agreement (the “Upset Date”); or

(iv) by the Purchaser or the Seller if the FCC designates for a hearing any application for FCC Consent contemplated by this Agreement or any FCC applications contemplated by the Other APAs.

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

(c) If applicable, this Agreement may be terminated prior to Closing by the Purchaser pursuant to Section 6.10 or Section 6.13.

(d) If either party asserts that the other is in breach or default of this Agreement in a manner that would entitle such party the right to terminate under Section 9.1(a)(i), then the non-defaulting party shall, prior to exercising its right to terminate under Section 9.1(a)(i), provide the defaulting party with notice specifying in reasonable detail the nature of such breach or default. Except for a failure to pay the Purchase Price or otherwise perform any obligations to be performed at the time scheduled for Closing (to which the cure period described hereinafter shall not apply), the defaulting party shall have five (5) days from receipt of such notice to cure such default; provided, however, that if the breach or default is incapable of cure within such 5-day period, the cure period shall be extended for up to 30 days for as long as the defaulting party is diligently and in good faith attempting to effectuate a cure and there is a reasonable likelihood that a cure will be achieved within that time period. Nothing in this Section 9.1(d) shall be interpreted to extend the Upset Date.

(e) If this Agreement is terminated by the Seller pursuant to Section 9.1(a)(i) of this Agreement due to the Purchaser’s default or breach of this Agreement, and the Seller is not in material breach or default of this Agreement (a “Purchaser Termination Event”), then the Seller shall be entitled to the Escrow Deposit and all interest and earnings thereon as liquidated damages. The parties understand and agree that the amount of the Escrow Deposit and all interest and earnings thereon represents the Seller’s and the Purchaser’s reasonable estimate of actual damages and does not constitute a penalty. Notwithstanding any other provision of this Agreement to the contrary, in

the event that this Agreement is terminated as a result of a Purchaser Termination Event, the payment of the Escrow Deposit and all interest and earnings thereon pursuant to this Section 9.1(e), shall be the Seller's sole and exclusive remedy for damages of any nature or kind that the Seller may suffer under this Agreement, and the Seller shall have no further remedy against the Purchaser for any claim or Damages arising out of, relating to or in connection with this Agreement or the Transactions, except in the case of fraud.

(f) Upon termination: (i) if this Agreement is terminated for any reason other than a Purchaser Termination Event, then the Escrow Deposit and any interest or earnings thereon shall be returned to the Purchaser by the Escrow Agent; (ii) if neither the Seller nor the Purchaser is in material breach of any provision of this Agreement, then neither shall have any further liability to each other; and (iii) if the Seller shall be in material breach or default of any provision of this Agreement, then the Purchaser shall have the rights and remedies provided in Section 9.3, or otherwise available at law or equity (without duplication).

(g) Each party agrees to take such action as is necessary or desirable to effectuate the payment of the Escrow Deposit and all interest or earnings thereon as set forth in this Section 9.1, including promptly providing to the Escrow Agent written instructions and Joint Instructions related to the payment thereof in the manner set forth in the Deposit Escrow Agreement.

9.2 Effect of Termination. In the event of a valid termination of this Agreement pursuant to Section 9.1, this Agreement (other than Section 6.3, Section 6.6, this Article IX, and Article X, each of which shall survive termination and remain in full force and effect) shall forthwith become null and void, and no party hereto (nor any of their respective Affiliates nor any of such party's or any of such Affiliates', directors, officers or employees) shall have any liability or further obligation, except as provided in this Article IX; provided, however, that nothing in this Section 9.2 shall (subject to the limitations in Section 9.1(e)) relieve any party from liability for any breach or default of this Agreement prior to termination. Notwithstanding anything to the contrary herein, in no event shall either party be permitted to terminate this Agreement after the Closing.

9.3 Specific Performance: Prevailing Party Attorneys' Fees. In the event of failure or threatened failure by the Seller to comply with the terms of this Agreement, the Purchaser shall be entitled to an injunction restraining such failure or threatened failure and, subject to the extent applicable to obtaining the FCC Consent, to enforcement of this Agreement by a decree of specific performance requiring compliance with this Agreement. In the event of failure or threatened failure by the Purchaser to comply with the terms of this Agreement, the Seller shall be entitled to an injunction restraining such failure or threatened failure to, and enforcement of, Section 6.3, Section 6.5, Section 6.6, Section 6.8, Section 10.2, Section 10.4, Section 10.6, Section 10.7, Section 10.9, Section 10.11, Section 10.12, Section 10.13, Section 10.14 and Section 10.15 of this Agreement by a decree of specific performance requiring compliance with this Agreement. In the event of a default by either the Purchaser or the Seller that results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing party shall be entitled to reimbursement from the other party of its reasonable legal fees and expenses (whether incurred in arbitration, at trial, or on appeal).

## **ARTICLE X. MISCELLANEOUS**

10.1 Notices. All notices, requests, demands, claims and other communications that are required or may be given pursuant to this Agreement must be in writing and delivered personally against written receipt, by a nationally recognized overnight delivery service, by electronic transmission (facsimile transmission or email in each case, with automatic delivery receipt requested, between the hours of 9:00 AM and 5:00 PM EST (or EDT as applicable) (any delivery after 5PM EST (or EDT as applicable) will be considered delivered the next day) or by registered or certified mail, return receipt requested, postage prepaid, to the parties at the following addresses (or to the attention of such other Person or such other address as any party may provide to the other parties by notice in accordance with this Section 10.1):

if to the Seller, to:

1896 Skyview Drive  
Casper, WY 82601 USA  
Attn: Brandi Mills  
General Manager  
Telephone: 307-237-3711  
Facsimile: 307-234-9866  
Email: [bmills@k2tv.com](mailto:bmills@k2tv.com)

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

Wilkinson Barker Knauer, LLP  
1800 M Street, NW, Suite 800N  
Washington, DC 20036  
Attn: Howard M. Liberman  
Telephone: 202.383.3373  
Facsimile: 202.783.5851  
Email: [HLiberman@wbklaw.com](mailto:HLiberman@wbklaw.com)

and

Richard H. Berger, a law corporation  
261 W. Beach Avenue  
Inglewood. Ca 90302  
Telephone: 310-201-0345  
Email: [richardh.berger@yahoo.com](mailto:richardh.berger@yahoo.com)

if to the Purchaser, to:

Vision Wyoming LLC  
8620 Cold Springs Road  
Raleigh, NC 27615  
Attn: Stephen C. Brissette, President  
Email: [sbriscuit1982@gmail.com](mailto:sbriscuit1982@gmail.com)

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

Wyrick Robbins Yates & Ponton LLP  
4101 Lake Boone Trail Suite 300  
Raleigh, NC 27607-7506  
Attn: Ford Eubanks  
Facsimile: (919) 781-4865  
Email: [feubanks@wyrick.com](mailto:feubanks@wyrick.com)

Any such notice or other communication will be deemed to have been given (i) if personally delivered, when so delivered, against written receipt, (ii) if sent by a nationally recognized overnight delivery service when so delivered against written receipt, (iii) if given by facsimile transmission once such notice or other communication is transmitted to the facsimile number specified above and the appropriate answer back or telephonic confirmation is received, or if given by email upon confirmation of receipt either by an email reply or other confirmation of receipt, or (iv) if mailed by

registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth above, when so delivered against written receipt. Any notice, request, demand, claim or other communication given hereunder using any other means (including ordinary mail or electronic mail) shall not be deemed to have been duly given unless and until such notice, request, demand, claim or other communication is actually received by the individual for whom it is intended.

10.2 Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by the Seller or the Purchaser without the prior written consent of the other party, and any purported assignment or delegation in violation hereof shall be null and void except for assignments and transfers by operation of Law; provided, that the Purchaser may by written notice to the Seller, but without consent of, the Seller, assign all or any part of its rights and obligations hereunder to one or more Affiliate(s) of the Purchaser, and the Purchaser may assign its rights hereunder in whole or in part as security for any financing of the Transactions, provided, that, in either case, any such assignment does not materially delay the processing of the FCC Application, the grant of the FCC Consent or the Closing or conflict with any FCC rules or policies; and provided further, that the Purchaser shall not be relieved of any liability pursuant to this Agreement in connection with such assignment.

10.3 Amendments and Waiver. This Agreement may not be modified or amended except in writing signed by the party or parties against whom enforcement is sought. The terms of this Agreement may be waived only by a written instrument signed by the party or parties waiving compliance. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise provided. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. Whenever this Agreement requires or permits consent by or on behalf of a party, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 10.3.

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

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

10.6 Governing Law. This Agreement will be governed by and construed and interpreted in accordance with the substantive Laws of the State of Delaware, without giving effect to any

conflicts of Law, rule or principle that might require the application of the Laws of another jurisdiction.

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

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

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

10.10 Bulk Sales Laws. With respect to the transactions contemplated herein, the parties hereby waive compliance with any applicable bulk sales laws of any State in which the Assets are located or in which operations relating to the Stations are conducted.

10.11 Heading; Interpretation; Schedules and Exhibits. This Agreement has been negotiated by the Purchaser, on the one hand, and the Seller, and their respective legal counsel, and legal or equitable principles that might require the construction of this Agreement or any provision of this Agreement against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement. In this Agreement (a) the words “hereof,” “herein,” “hereto,” “hereunder,” and words of similar import may refer to this Agreement as a whole and not merely to a specific section, paragraph, or clause in which the respective word appears, (b) words used herein, regardless of the gender specifically used, shall be deemed and construed to include any other gender, masculine, feminine or neuter, as the context requires, (c) any terms defined in this Agreement may, unless the context otherwise requires, be used in the singular or the plural depending on the reference, (d) unless otherwise stated, references to any Section, Article, Schedule or Exhibit are to such Section or Article of, or Schedule or Exhibit to, this Agreement, (e) the words “include”, “includes”, and “including” are deemed in each case to be followed by the words “without limitation” and (f) the word “shall” denotes a directive and obligation, and not an option. Without limiting the generality of the foregoing, it is hereby acknowledged and agreed that the terms “Station” or “Stations” shall include and mean, as applicable, the applicable Station or Stations individually and not just the Stations collectively or as a group. Any reference to any federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Disclosure of information included on any Schedule to this Agreement shall be considered disclosure of such information for all other Schedules, and shall so qualify the applicable representations and warranties to which such other Schedules relate, to the extent that it is reasonably apparent from the face of such disclosure that such disclosure is applicable to such other Schedule. In addition, (x) the fact that any disclosure on any Schedule is not required to be disclosed in order to render the applicable representation or warranty to which it relates true, or that the absence of such disclosure on any Schedule would not constitute a breach of such representation or warranty, shall not be deemed or construed to expand the scope of any representation or warranty hereunder or to establish a standard of disclosure in respect of any representation or warranty and (y) disclosure of a particular matter on any Schedule shall not be construed to mean that such matter is material or would reasonably be expected to have a Material Adverse Effect. The phrases “delivered” or “made available”, when used in this Agreement, shall mean that the information referred to has been physically or electronically delivered to the relevant parties, including, in the case of “made available” to the Purchaser prior to the date hereof, material that has been posted, retained and thereby made available to the Purchaser through the VDR at least one (1) Business Day prior to the date hereof or other applicable date.

10.12 Consent to Jurisdiction. EACH PARTY HERETO CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF DELAWARE OR IF IT HAS OR CAN ACQUIRE JURISDICTION, IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF DELAWARE, AND IRREVOCABLY AGREES THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS AGREEMENT, ANY AGREEMENT DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY MAY BE LITIGATED IN SUCH COURTS. EACH PARTY HERETO ACCEPTS FOR ITSELF AND IN CONNECTION WITH ITS RESPECTIVE PROPERTIES, GENERALLY AND

UNCONDITIONALLY, THE JURISDICTION OF SUCH COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS, AND IRREVOCABLY AGREES TO BE BOUND BY ANY JUDGMENT RENDERED THEREBY IN CONNECTION WITH THIS AGREEMENT, ANY AGREEMENT DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO THE SERVICE OF PROCESS OUT OF ANY OF SUCH COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL, POSTAGE PREPAID, TO SUCH PARTY AT THE ADDRESS SPECIFIED IN THIS AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE 15 CALENDAR DAYS AFTER SUCH MAILING. NOTHING HEREIN SHALL IN ANY WAY BE DEEMED TO LIMIT THE ABILITY OF ANY PARTY HERETO TO SERVE ANY SUCH LEGAL PROCESS, SUMMONS, NOTICES AND DOCUMENTS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

10.13 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVER, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (III) IT MAKES SUCH WAIVER VOLUNTARILY, AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.13.

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
THE NEXT PAGE IS THE SIGNATURE PAGE]



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

SILVERTON BROADCASTING COMPANY,  
LLC

By: Marguerite L. English  
Name: BARRY SILVERTON BY MARGUERITE L.  
Title: ENGLISH HIS TRUE AND LAWFUL  
ATTORNEY IN FACT

VISION WYOMING LLC

By: \_\_\_\_\_  
Stephen C. Brissette, its President

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

**SILVERTON BROADCASTING COMPANY,  
LLC**

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

**VISION WYOMING LLC**

By: Stephen C. Brissette  
Stephen C. Brissette, its President

## List of Schedules and Exhibits

<u>Schedule</u>	<u>Description</u>
A	Stations
1.1(cc)	List of Individuals - Knowledge of the Seller
1.1(kk)	Permitted Encumbrances
2.1(c)(viii)	Excluded Contracts
2.1(c)(xi)	Excluded Assets
4.3	Third Party Consents
4.4	Governmental Consents
4.5	Material Equipment and Tangible Personal Property
4.6	Registered Intellectual Property and Websites
4.6(b)	Infringement Claims
4.6(c)	Infringement
4.7(a)	Material Business Contracts
4.7(b)	Material Business Contracts - Exceptions to Enforceability
4.7(c)	Certain MVPDs
4.7(d)	Certain Actions of Material Advertisers
4.7(e)	Renegotiations and Expirations
4.8	Material Business Licenses
4.9(a)	Business Employees
4.9(b)	Business Employees - Claims
4.9(c)	Business Employees – Terminations
4.9(f)	Discrimination Charges
4.10(a)	Benefit Plans
4.10(b)	Benefit Plans – Exceptions to Compliance
4.10(c)	Benefit Plans – Exceptions to Tax Qualifications
4.10(f)	Transaction Payments
4.11(a)	Financial Statements
4.11(b)	Change in Business
4.12(a)	Owned Real Property
4.12(c)	Leased Real Property
4.12(d)	Real Property – Exceptions to Access
4.12(e)	Restrictive Covenants
4.12(g)	Title Insurance Policies
4.13	Litigation; Governmental Orders – the Seller
4.13(g)	Governmental Inquiries
4.14	Exceptions to Compliance with Laws
4.15(a)	FCC Licenses and Pending FCC Applications
4.15(b)	FCC Compliance
4.16(a)	Labor Disputes
4.16(e)	Labor Matters - Proceedings
4.17	Environmental Matters
4.18	Insurance
4.20	Transactions with Affiliates
4.21	Brokers – Seller
5.6	Brokers – Purchaser

6.1	Conduct of Business
6.7(a)	Transferred Employees
7.1(g)	Required Consents

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Exhibit A	[Intentionally Omitted]
Exhibit B	Bill of Sale
Exhibit C	Assignment and Assumption
Exhibit D	Assignments and Assumptions for Leases
Exhibit E	Assignment of FCC Licenses
Exhibit F	Assignment of Business Intellectual Property
Exhibit G	Officer's Certificate of the Seller
Exhibit H	Secretary's Certificate of the Seller
Exhibit I	Non-Competition Agreement
Exhibit J	Officer's Certificate of the Purchaser
Exhibit K	Advertising Side Letter
Exhibit L	Secretary's Certificate of the Purchaser

## Schedules to APA (Silverton/Vision Wyoming)

### Schedule A

#### STATIONS

<u>Call</u>	<u>Type of Authorization</u>	<u>Broadcast Channel</u>	<u>Facility ID Number</u>	<u>City</u>	<u>State</u>
KTWO-TV	Digital TV Station	17	18286	Casper	WY
K17JZ-D	Digital TV Translator Station	17	18293	Bondurant	WY
K30OU-D	Digital TV Translator Station	30	51607	Cody	WY
K13NZ-D	Digital TV Translator Station	13	60259	Shoshoni	WY
K22CI-D	Digital TV Translator Station	22	18289	Lander	WY
K26LW-D	Digital TV Translator Station	26	18291	Sheridan	WY
K30MX-D	Digital TV Translator Station	30	190277	Wyodak	WY
K35CV-D	Digital TV Translator Station	35	18290	Shoshoni	WY
KKTQ-LD	Digital Low Power TV Station	16	185075	Cheyenne	WY