

**ASSET PURCHASE AGREEMENT**

**for the**

**SALE of TELEVISION STATIONS**

**KOKH-TV**

**WPMT**

**WXMI**

**WRLH-TV**

**WOLF-TV**

**WQMY**

**WSWB**

**KDSM-TV**

**WXLV-TV**

**by and between**

**Sinclair Television Group, Inc.**

**and**

**Standard Media Group LLC**

**APRIL 20, 2018**

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## ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT**, dated as of April 20, 2018 (this “Agreement”), by and between Sinclair Television Group, Inc., a Maryland corporation (“Sinclair”), and Standard Media Group LLC, a Delaware limited liability company (“Buyer”) and wholly owned subsidiary of Standard Media Holdings LLC.

### RECITALS

**WHEREAS**, on May 8, 2017, Tribune Media Company, a Delaware corporation (“Tribune”), Sinclair Broadcast Group, Inc., a parent entity of Sinclair and a Maryland corporation (“Sinclair Parent”), and Samson Merger Sub Inc., a Delaware corporation (“Merger Sub”) and a subsidiary of Sinclair Parent, entered into that certain Agreement and Plan of Merger (as amended, restated, modified or supplemented from time to time, the “Merger Agreement”);

**WHEREAS**, pursuant to the Merger Agreement, Merger Sub will be merged (the “Merger”) with and into Tribune, and Tribune will become an indirect, wholly owned subsidiary of Sinclair Parent;

**WHEREAS**, it is anticipated that, immediately after the consummation of the Merger (the “Tribune Closing”), Tribune will be merged with and into Sinclair, with Sinclair continuing as the surviving corporation;

**WHEREAS**, on the date of this Agreement, Sinclair and/or one or more Subsidiaries of Tribune and/or Sinclair (each a “Station Subsidiary”) owns and/or operates the following television broadcast stations: KOKH-TV (Oklahoma City, OK); WPMT (Harrisburg, PA); WXMI (Grand Rapids, MI); WRLH-TV (Richmond, VA); WOLF-TV (Wilkes Barre-Scranton, PA); WQMY (Wilkes Barre-Scranton, PA); WSWB (Wilkes Barre-Scranton, PA); KDSM-TV (Des Moines, IA) and WXLV-TV (Greensboro – Winston-Salem –High Point, NC) (hereinafter, all references to “Station” shall mean one of these stations individually, and all references to “Stations” shall mean all such stations collectively, and any reference to a “Tribune Station” shall mean a Station owned and operated by a Station Subsidiary of Tribune as of the date hereof, and any reference to a “Sinclair Station” shall mean a Station owned and/or operated by Sinclair or a Station Subsidiary of Sinclair as of the date hereof), pursuant to (except in the case of the Operated Stations) certain authorizations issued by the FCC (as defined below);

**WHEREAS**, New Age Media of Pennsylvania License, LLC, a Delaware limited liability company, and New Age Media of Pennsylvania LLC, a Delaware limited liability company (together, “New Age Media”), are the owners or the parents of the owners of certain of the assets, including the FCC Licenses relating to each of WOLF-TV and WQMY (each as defined herein);

**WHEREAS**, pursuant to that certain Option Agreement, made as of October 31, 2014 and effective as of November 1, 2014, by and between Sinclair and New Age Media, Sinclair holds an option (the “WB Option”) to purchase from New Age Media, those certain assets (including the FCC Licenses) owned or held by New Age Media relating to WOLF-TV and WQMY;

**WHEREAS**, promptly following the date hereof (and in no event later than five (5) Business Days following the date hereof), Sinclair and New Age Media will enter into that certain Option Exercise Agreement (the “WB Option Exercise Agreement”) substantially in the form attached hereto as Exhibit A-1, except with such changes as approved by Buyer or that do not materially adversely impact Buyer, pursuant to which (i) Sinclair is exercising the WB Option subject to and conditioned upon the consummation of the transactions contemplated hereby and the terms and conditions set forth herein and therein, and (ii) at the Closing, New Age Media will transfer to Buyer, certain assets (including FCC licenses) owned or held by New Age Media relating to WOLF-TV and WQMY identified as “Option Assets” in the WB Option Exercise Agreement (the “WB Option Assets”), and Buyer will assume certain liabilities identified as “Option Liabilities” in the WB Option Exercise Agreement (the “WB Option Liabilities”);

**WHEREAS**, MPS Media of Scranton License, LLC (formerly known as MPS Media of Scranton, LLC) (“MPS Media”) owns certain assets, including the FCC License, relating to WSWB (as defined below; WSWB, and together with WOLF-TV and WQMY, the “Operated Stations”);

**WHEREAS**, pursuant to that certain Purchase Option Agreement, dated as of April 2, 2007, by and among Eugene Brown, MPS Media and Sinclair (as assignee of New Age Media Pennsylvania LLC), Sinclair holds an option (the “WSWB Option”) with respect to WSWB;

**WHEREAS**, promptly following the date hereof (and in no event later than five (5) Business Days following the date hereof), Sinclair and MPS Media will enter into that certain Option Exercise Agreement (the “WSWB Option Exercise Agreement” and together with the WB Option Exercise Agreement, the “Option Exercise Agreements”), substantially in the form attached hereto as Exhibit A-2, except with such changes as approved by Buyer or that do not materially adversely impact Buyer, pursuant to which, subject to and conditioned upon the consummation of the transactions contemplated hereby and the terms and conditions set forth herein and therein, at the Closing, MPS Media will transfer to Buyer certain assets (including the FCC Licenses) owned or held by MPS Media relating to WSWB identified as “WSWB Option Assets” in the WSWB Option Exercise Agreement (the “WSWB Option Assets” and, together with the WB Option Assets, the “Option Assets”), and Buyer will assume certain liabilities identified as “Option Liabilities” in the WSWB Option Exercise Agreement (the “WSWB Option Liabilities” and, together with the WB Option Liabilities, the “Option Liabilities”);

**WHEREAS**, at the Closing, Sinclair will terminate or cause to be terminated that certain (i) Joint Sales and Shared Services Agreement, dated March 31, 2007 (as amended), by and between MPS Media and Sinclair (as assignee of New Age Media of Pennsylvania, LLC), and (ii) that certain Master Services Agreement, made October 31, 2014 and effective November 1, 2014 (as amended) by and among New Age Media of Pennsylvania, LLC, New Age Media of Pennsylvania License, LLC, and Sinclair;

**WHEREAS**, concurrently with the execution and delivery of this Agreement, (i) Standard General L.P. (the “Guarantor” or “Equity Provider”) executed and delivered to Buyer, on behalf of certain funds for which it serves as investment advisor, the Equity Commitment Letter (as

defined herein) of which Sinclair is a third-party beneficiary to the extent set forth therein, and (ii) the Guarantor executed and delivered to Sinclair the Guarantee (as defined herein); and

**WHEREAS**, (i) Buyer desires to purchase, and Sinclair desires to cause to be sold, conveyed, transferred, assigned and delivered, the Purchased Assets and assume the Assumed Liabilities of each Station, and (ii) Sinclair desires to retain the Excluded Assets and the Excluded Liabilities, in each case on the terms and subject to the conditions hereinafter set forth, immediately following the Tribune Closing.

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

## **Article I** **DEFINITIONS**

### Section 1.01 Definitions

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

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

“Accounts Receivable” means all accounts receivable and all rights to receive payments under any notes, bonds and other evidences of indebtedness and all other rights to receive payments, arising out of sales occurring in the operation of the Station(s) prior to the Reference Time for services performed (*e.g.*, the actual broadcast of commercials sold) or delivered by the Station(s) prior to the Reference Time.

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

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly controls or is controlled by, or is under common control with, such Person. The term “control” (including its correlative meanings “controlled” and “under common control with”) shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies of a Person (whether through ownership of such Person’s securities or partnership or other ownership interests, or by Contract or otherwise). For the avoidance of doubt, (i) Sinclair and Tribune shall be considered “Affiliates” for all purposes hereunder and (ii) none of New Age Media or MPS Media shall be considered an “Affiliate” of Sinclair or Tribune for any purposes hereunder.

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



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

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

“Assumed Liabilities” has the meaning set forth in Section 2.03.

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

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

“Business” means the business and operation of the Stations exclusive of services provided by corporate or through hubs (and shall not include the Other Stations or any of the other businesses or assets of Tribune or Sinclair or any of their respective Affiliates). Notwithstanding the above, the Business shall include ownership and operation of, and the business related to, all Class A, LPTV, and TV translator stations that are material, individually or in the aggregate, to the operation of an applicable Station and used to relay the programming of a Station to the public as of the date of this Agreement; provided, that the displacement of any LPTV or TV translator station in connection with a spectrum repack requirement shall not be deemed material, individually or in the aggregate, to the operation of any such Station.

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

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

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

“Buyer FSA Plan” has the meaning set forth in Section 8.06.

“Buyer Fundamental Representations” means those representations and warranties set forth in Section 4.01 (Existence and Power), Section 4.02 (Corporate Authorization) and Section 4.07 (No Brokers).

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

“Buyer Material Adverse Effect” means any effect, change, condition, fact, development, occurrence or event that, individually or in combination with any other effect, change, condition, fact, development, occurrence or event, does or would reasonably be expected to prevent or materially delay Buyer from consummating the transactions contemplated hereby.

“Buyer Termination Fee” has the meaning set forth in Section 11.04(a).

“Cash and Cash Equivalents” means those items which would be required by GAAP to be included as “cash” or “cash equivalents”, plus (a) all checks and drafts deposited to the extent such

checks or drafts have not been credited by the applicable bank prior to such time, less (b) all checks and drafts issued to the extent such checks are drafts have not cleared prior to such time.

“Casualty Event” has the meaning set forth in Section 5.08(a).

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

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

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

“Collection Period” has the meaning set forth in Section 6.07.

“Committed Lenders” has the meaning set forth in Section 4.10(a).

“Committed Lender Protection Provisions” has the meaning set forth in Section 13.09(d).

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

“Confidentiality Agreements” means (a) that certain Confidentiality Agreement, dated as of July 28, 2017, by and among McDermott Media Group, LLC, Sinclair Parent and Tribune, and (b) that certain Joinder, dated as of August 7, 2017, delivered by the Guarantor that relate to the confidentiality obligations of McDermott Media Group, LLC, Sinclair Parent, Tribune and the Guarantor.

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

“Current Assets” means all prepaid expenses and deposits and other current assets, in each case to the extent included in the Purchased Assets (including the Option Assets and WSWB Option Assets) as determined in accordance with GAAP, but excluding Accounts Receivable; provided, that rights to receive goods and services under Tradeout Agreements or program barter agreements and current and deferred tax assets shall not constitute “Current Assets.”

“Current Liabilities” means all accounts payable, payroll liabilities and other accrued expenses and current liabilities of the Business, in each case to the extent included in Assumed Liabilities (including the Option Liabilities and the WSWB Option Liabilities), as determined in accordance with GAAP; provided, that obligations for the delivery of goods and services under Tradeout Agreements or film and program barter agreements, and current and deferred tax liabilities shall not constitute “Current Liabilities.”

“Damaged Portion” has the meaning set forth in Section 5.08(a).

“Debt Commitment Letter” has the meaning set forth in Section 4.10(a).

“Debt Financing” means the debt financing incurred or intended to be incurred pursuant to the Debt Commitment Letter or any replacement debt financing obtained by the Buyer.

“Disclosure Schedules” means, with respect to any Station, the disclosure schedule for such Station of even date herewith delivered by Sinclair in connection with the execution and delivery of this Agreement.

“DOJ” means the United States Department of Justice.

“DOJ Consent” has the meaning set forth in Section 3.03.

“Electing Party” has the meaning set forth in Section 13.06(b).

“Employee(s)” means, individually or collectively, the full-time, part-time and per diem persons employed by Sinclair, Tribune, New Age Media, MPS Media or any of their respective Subsidiaries, as applicable, immediately prior to the Closing who are then engaged in the operation of a Station. For the avoidance of doubt, Employees shall include each of the individuals listed on Section 3.11(b) of the Disclosure Schedules who are not denoted as Excluded Employees.

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

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

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

“Environmental Laws” means all Laws relating to pollution, the protection of the environment or drinking or domestic water supply, safe drinking water, emissions, discharges, releases or threatened releases of any Hazardous Substances into ambient air, surface water, ground water, drinking or domestic water supply, or lands or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, refinement, production, disposal, transport or handling of any Hazardous Substance, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901, et seq.; the Toxic Substances Control Act, 15 U.S.C. 2601, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. 5101; the Safe Drinking Water Act, 42 U.S.C. 300f, et seq.; the Occupational Safety and Health Act, 29 U.S.C. 651, et seq.; the Emergency Planning and

Community Right to Know Act of 1986, 42 U.S.C. 11001, et seq.; the Atomic Energy Act, 42 U.S.C. 2014, et seq.; the Endangered Species Act, 16 U.S.C. 1531, et seq.; the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. 136, et seq.; the Clean Air Act, 42 U.S.C. 7401, et seq.; and their state analogs state and counterpart.

“Equity Commitment Letter” has the meaning set forth in Section 4.09(a).

“Equity Financing” has the meaning set forth in Section 4.09(a).

“Equity Provider” has the meaning set forth in the Recitals.

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

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

“Estimated Adjustment” means, with respect to the Estimated Settlement Statement, an amount equal to (a) the amount (if any) by which the Estimated Working Capital exceeds the Target Working Capital, less (b) the amount (if any) by which the Estimated Working Capital is less than the Target Working Capital, which amount shall be expressed as a positive or negative number.

“Estimated Closing Balance Sheet” has the meaning set forth in Section 2.08(a).

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

“Estimated Working Capital” has the meaning set forth in Section 2.08(a).

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

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

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

“Excluded Employee(s)” means (a) any employee of Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates, as applicable, whose principal work location is not a Station or whose employment responsibilities relate substantially to the corporate operations of Sinclair or Tribune or of any Other Station, in each case as of immediately prior to the Closing, and (b) the individuals denoted on Section 3.11(b) of the Disclosure Schedules as “Excluded Employees”; it being understood that, for purposes of clause (b), such individuals who do not perform services at hubs shall only be designated as Excluded Employees if mutually agreed by the parties in writing prior to the Closing Date.

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

“FCC” means the Federal Communications Commission.

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

“FCC Consent” means the FCC’s initial consent to the assignment of each of the FCC Licenses identified on Section 3.04(a) of the Disclosure Schedules from Sinclair, Tribune or any of their respective Affiliates (or, as applicable, New Age Media or MPS Media) to Buyer or any of its Affiliates.

“FCC Licenses” means the FCC licenses, permits, construction permits and other authorizations, together with any renewals, extensions or modifications thereof, issued with respect to a Station, or with respect to Class A, LPTV, or TV translator stations that are material, individually or in the aggregate, to an applicable Station, and that relay the programming of any such Station as of the date of this Agreement; provided, that the displacement in connection with a spectrum repack requirement of any LPTV or TV translator station shall not be considered “material” for any purpose hereunder.

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

“Fee Letter” has the meaning set forth in Section 4.10(a).

“Final Adjustment” means, with respect to the Final Settlement Statement, an amount equal to (a) the amount (if any) by which the Final Working Capital exceeds the Estimated Working Capital, less (b) the amount (if any) by which the Final Working Capital is less than the Estimated Working Capital, which amount shall be expressed as a positive or negative number.

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

“Final Working Capital” has the meaning set forth in Section 2.08(d)(i).

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

“Financing” means the Debt Financing and the Equity Financing.

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

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

“Governmental Authorizations” means any licenses, franchises, approvals, clearances, permits, certificates, waivers, consents, exemptions, variances, expirations and terminations of any waiting period requirements, and notices, filings, registrations, qualifications, declarations and

designations with, and other similar authorizations and approvals issued by or obtained from a Governmental Authority.

“Guarantee” has the meaning set forth in Section 4.11.

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

“Hazardous Substance” means any substance, material or waste listed, defined, regulated or classified as a “pollutant,” “contaminant,” “hazardous waste,” “hazardous substance,” “toxic waste,” or “toxic substances” or words of similar meaning or effect, or for which liability or standards of conduct are or may be imposed under any Environmental Law, including polychlorinated biphenyls, asbestos or asbestos-containing materials, radioactive materials, or petroleum, petroleum fractions, and petroleum distillates.

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

“Income Taxes” means Taxes that, in whole or in part, are based on or measure by net income, profits or earnings.

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

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

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

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

Persons who can obtain economic value from its disclosure or use (collectively, “Trade Secrets”), and (f) moral rights, publicity rights and any other intellectual property rights or other rights similar, corresponding or equivalent to any of the foregoing of any kind or nature.

“IRS” means the United States Internal Revenue Service.

“Knowledge of Buyer” means the actual personal knowledge of Deb McDermott and David Glazek.

“Knowledge of the Selling Parties” means the actual personal knowledge of each of Christopher Ripley, David Gibber and Scott Shapiro, and (i) the General Manager of each Sinclair Station with respect to a Sinclair Station, and (ii) the General Manager of each Tribune Station with respect to a Tribune Station.

“KOKH” means KOKH-TV, Oklahoma City, OK (Facility ID No. 35388).

“Law” means the Communications Act, the FCC Rules, and all other applicable federal, state and local constitutions, laws, statutes, codes, rules, regulations, ordinances, judgments, orders, decrees and the like of any Governmental Authority, including common law.

“Liability” means any liability or obligation (whether direct or indirect, absolute or contingent, accrued or unaccrued, known or unknown, liquidated or unliquidated, or due or to be come due).

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

“Like-Kind Exchange” has the meaning set forth in Section 13.06(b).

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

“Market” means each of the Oklahoma City, OK; Richmond, VA; Wilkes Barre-Scranton, PA; Des Moines, IA; Harrisburg, PA; Greensboro—Winston-Salem—High Point, NC; and Grand Rapids, MI Designated Market Areas.

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

“Material Adverse Effect” means (i) other than for purposes of determining whether an applicable condition in Article X has been satisfied, any effect, change, condition, fact, development, occurrence or event that, individually or in combination with any other effect, change, condition, fact, development, occurrence or event, does or would reasonably be expected to prevent or materially delay Sinclair from consummating the transactions contemplated hereby, or (ii) any effect, change, condition, fact, development, occurrence or event that, individually or in the aggregate, has a material adverse effect on the financial condition, business, assets or results

of operations of the Business, and, with respect to clause (ii), excluding any effect, change, condition, fact, development, occurrence or event resulting from or arising out of (a) general economic or political conditions in the United States or any foreign jurisdiction or in securities, credit or financial markets, including changes in interest rates and changes in exchange rates, (b) changes or conditions generally affecting the industries, markets or geographical areas in which the Business operates, (c) outbreak or escalation of hostilities, acts of war (whether or not declared), terrorism or sabotage, or other changes in geopolitical conditions, including any material worsening of such conditions threatened or existing as of the date hereof, (d) any epidemics, natural disasters (including hurricanes, tornadoes, floods or earthquakes) or other force majeure events, (e) any failure by the Business to meet any internal or published (including analyst) projections, expectations, forecasts or predictions in respect of the revenue, earnings or other financial performance or results of operations of the Business, or any failure by the Business to meet internal budgets, plans or forecasts of its revenue, earnings or other financial performance or results of operations (provided, that the underlying effect, change, condition, fact, development, occurrence or event giving rise to or contributing to any such failure may be considered), (f) changes in GAAP or the interpretation thereof or the adoption, implementation, promulgation, repeal, modification, amendment, reinterpretation, change or proposal of any Law applicable to the operation of the Business, (g) the taking of any action by Sinclair, Tribune or their respective Affiliates expressly required by this Agreement or the Option Exercise Agreements, or the taking of any action at the written request of Buyer, and (h) other than with respect to the representations and warranties set forth in Section 3.03 and the conditions set forth in Section 10.01(a) to the extent relating to such representations and warranties, the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby, or the public announcement or pendency of this Agreement or the transactions contemplated hereby, including any resulting loss or departure of Employees, or the termination or reduction (or potential reduction) or any other resulting negative development in the Business' relationships, contractual or otherwise, with any of its advertisers, customers, suppliers, distributors, licensees, licensors, lenders, business partners, employees or regulators, including the FCC; provided, however, that any changes, events, circumstances or effects caused by any of the conditions or other matters of the type described in any of clauses above (other than (g) or (h)) may be taken into account in determining whether there has been a Material Adverse Effect, if such conditions or other matters disproportionately affect the Business relative to the other participants in the industry in which the Business operates.

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

"Merger" has the meaning set forth in the Recitals.

"Merger Sub" has the meaning set forth in the Recitals.

"Merger Agreement" has the meaning set forth in the Recitals.

"MPS Media" has the meaning set forth in the Recitals.

"MPS Media Employees" shall include each of the Employees set forth on Section 3.11(b) of the Disclosure Schedules who are designated as MPS Media Employees.



“MPS Plan” means each material Employee Plan that MPS Media or any of its Affiliates sponsors, maintains or contributes to, or is required to maintain or contribute to, for the benefit of any Employee or under or with respect to which MPS Media or any of its Affiliates has any current or contingent material liability or obligation with respect to any Employee, but excluding any Multiemployer Plan. For purposes of determining the categories and amounts of any Excluded Liabilities hereunder, such determination shall be made without reference to the term “material” contained in this definition.

“Multiemployer Plan” means a multiemployer pension plan, within the meaning of Sections 3(37) or 4001(a)(3) of ERISA, to which Sinclair, Tribune or any of their respective Affiliates, as applicable, contribute or are required to contribute to, as it relates to a Station, or under which Sinclair, Tribune or any of their respective Affiliates, as applicable, have or may have any liability or obligation under, on behalf of current or former employees of Sinclair, Tribune or any of their respective Affiliates, as applicable, as it relates to a Station.

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

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

“New Age Media” has the meaning set forth in the Recitals.

“New Age Plan” means each Employee Plan that New Age Media or any of its Affiliates sponsors, maintains or contributes to, or is required to maintain or contribute to, for the benefit of any Employee or under or with respect to which New Age Media or any of its Affiliates has any current or contingent material liability or obligation with respect to any Employee, but excluding any Multiemployer Plan.

“Non-Income Taxes” means Taxes other than Income Taxes.

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

“Operated Stations” has the meaning set forth in the Recitals.

“Option Assets” has the meaning set forth in the Recitals.

“Option Exercise Agreements” has the meaning set forth in the Recitals.

“Option Liabilities” has the meaning set forth in the Recitals.

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

“Other Station(s)” means any broadcast station or business unit of Sinclair, Tribune or any of their respective Affiliates other than one of the Stations.

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

“Permitted Liens” means, as to any Purchased Asset (a) Liens for Taxes, assessments, governmental levies, fees or charges not yet due and payable or which, are being contested in good faith and by appropriate proceedings and for which adequate reserves have been established in accordance with GAAP, (b) mechanics’, carriers’, workers’, repairers’ and similar statutory Liens arising or incurred in the ordinary course of business with respect to amounts not yet due and payable or which, subject to adequate security for payment, are being contested in good faith and by appropriate proceedings, (c) zoning, entitlement, building codes and other land use regulations, ordinances or legal requirements imposed by any Governmental Authority having jurisdiction over real property and which, individually or in the aggregate, do not materially impair the continued use of such real property for the purposes for which it is currently used in connection with the Business, (d) all rights relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or above real property, (e) all matters disclosed as a “Permitted Lien” in the Disclosure Schedules, (f) any state of facts which an accurate survey or inspection of real property would disclose and which, individually or in the aggregate, do not materially impair the continued use of such real property for the purposes for which it is currently used in connection with the Business, (g) title exceptions (other than monetary liens) disclosed by any title insurance commitment or title insurance policy for any real property issued by a title company and delivered or otherwise made available to Buyer as applicable, prior to the date hereof, and which, individually or in the aggregate, do not materially impair the continued use of such real property for the purposes for which it is currently used in connection with the Business, (h) statutory Liens in favor of lessors arising in connection with any real property subject to the Real Property Leases (other than Liens that would materially interfere with the operation of the Business as currently conducted), and (i) other defects, irregularities or imperfections of title, encroachments, easements, servitudes, permits, rights of way, flowage rights, restrictions, leases, licenses, covenants, sidetrack agreements and oil, gas, mineral and mining reservations, rights, licenses and leases, which, individually or in the aggregate, do not materially impair the continued use of real property for the purposes for which it is currently used in connection with the Business.

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

“Post-Closing Balance Sheet” has the meaning set forth in Section 2.08(c).

“Post-Closing Statement” has the meaning set forth in Section 2.08(c).

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

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

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

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

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

“Program Rights Obligations” means all obligations in respect of the purchase, use, licenses or acquisition of programs, programming materials, films and similar assets used in the ordinary course of the operation of a Station consistent with past practice which relate to the utilization of the Program Rights.

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

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

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

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

“Reference Time” means 11:59 p.m., New York City time, on the date immediately prior to the Closing Date.

“Representatives” means, with respect to any Person, its Affiliates and its and their officers, directors, agents, control persons, employees, consultants, managers, partners, members and other professional advisers (including, but not limited to financial, legal, accounting, consulting, and technical advisers).

“Required Consents” has the meaning set forth in Section 2.07(b)(ii).

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

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

“Seller Employees” has the meaning set forth in Section 6.05.

“Seller FSA Plan” has the meaning set forth in Section 8.06.

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

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

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

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

“Sinclair Fundamental Representations” means those representations and warranties set forth in Section 3.01 (Existence and Power), Section 3.02 (Authorization; Voting Requirements), Section 3.03(a) (Non-Contravention) and Section 3.19 (No Brokers).

“Sinclair Parent” has the meaning set forth in the Recitals.

“Sinclair Plan” means each material Employee Plan that Sinclair or any of its Affiliates sponsors, maintains or contributes to, or is required to maintain or contribute to, for the benefit of any Employee or under or with respect to which Sinclair or any of its Affiliates has any current or contingent material liability or obligation with respect to any Employee, but excluding any Multiemployer Plan. For purposes of determining the categories and amounts of any Excluded Liabilities hereunder, such determination shall be made without reference to the term “material” contained in this definition.

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

“Solvent” has the meaning set forth in Section 4.14.

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

“Station” and “Stations” have the meaning set forth in the Recitals.

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

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

“Surveys” has the meaning set forth in Section 6.04.

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

“Target Working Capital” means \$0 (Zero Dollars).

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

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

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

“Title Commitments” has the meaning set forth in Section 6.04.

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

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

“Transaction Expenses” means any out-of-pocket costs, payables, fees and expenses incurred by Sinclair, Tribune or their respective Affiliates in connection with this Agreement and the transactions contemplated hereby, including (without double-counting), (a) fees and expenses of the financial advisors, legal counsel, investment bankers, accountants and auditors of Sinclair, Tribune or their respective Affiliates, (b) employment or payroll Taxes imposed on Sinclair with respect to the transactions contemplated by this Agreement, (c) any (i) severance pay or severance benefits payable or provided to directors, officers or employees of Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates solely as a result of or arising from the consummation of the transactions contemplated by this Agreement and, (ii) bonus amounts, retention payments, change in control payments or benefits, retirement benefits, job security benefits or similar benefits payable or provided to directors, officers or employees of Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates solely as a result of the consummation of the transactions contemplated by this Agreement and (d) any change of control payments required to be paid solely as a result of the transactions contemplated by this Agreement.

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

“Transferred Employees” has the meaning set forth in Section 8.01.

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

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

“Tribune Closing” has the meaning set forth in the Recitals.

“Tribune Plan” means each material Employee Plan that Tribune or any of its Affiliates sponsors, maintains or contributes to, or is required to maintain or contribute to, for the benefit of any Employee or under or with respect to which Tribune or any of its Affiliates has any current or contingent material liability or obligation with respect to any Employee, but excluding any Multiemployer Plan. For purposes of determining the categories and amounts of any Excluded Liabilities hereunder, such determination shall be made without reference to the term “material” contained in this definition.

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

“WARN Act” has the meaning set forth in Section 8.08.

“WB Option” has the meaning set forth in the Recitals.

“WB Option Exercise Agreement” has the meaning set forth in the Recitals.

“WOLF-TV” means WOLF-TV, Hazleton, PA (Facility ID No. 73375).

“Working Capital” means Current Assets less Current Liabilities.

“WQMY” means WQMY(TV), Williamsport, PA (Facility ID No. 52075).

“WSWB” means WSWB(TV), Scranton, PA (Facility ID No. 73374).

“WSWB Option Assets” has the meaning set forth in the Recitals.

“WSWB Option Exercise Agreement” has the meaning set forth in the Recitals.

“WSWB Option Liabilities” has the meaning set forth in the Recitals.

“WXLV” means WXLV-TV, Greensboro – Winston-Salem – High Point, NC (Facility ID No. 414).

#### Section 1.02 Terms Generally.

(a) The words “hereof,” “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Whenever the words “include,” “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation,” whether or not they are in fact followed by those words or words of like import. “Writing,” “written” and comparable terms refer to printing, typing and other means of reproducing words (including

electronic media) in a visible form. References to any Contract are to that Contract as amended, modified or supplemented (including by waiver or consent) from time to time in accordance with the terms hereof and thereof. References to any Person include the successors and permitted assigns of that Person.

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

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

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

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

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

(g) References to “material to the operations of any Station,” “not material to the operations of any Station” or “immaterial to the operations of any Station” or words of similar import shall mean, with respect to the Operated Stations, the operations of the Operated Stations taken as a whole.

## **Article II**

### **PURCHASE AND SALE**

Section 2.01 Purchase and Sale. Pursuant to the terms and subject to the conditions of this Agreement, subject to Section 7.01(b) of the Disclosure Schedules, Buyer agrees to purchase and Sinclair agrees to (and pursuant to the terms of the WB Option Exercise Agreement, Sinclair shall cause New Age Media, or in the case of the WSWB Option Exercise Agreement shall cause MPS Media to) cause to be sold, conveyed, transferred, assigned and delivered, to Buyer (at the Closing, free of all Liens other than Permitted Liens, all of the right, title and interest of Sinclair,

Tribune and their respective Affiliates in, to and under all of the assets, Contracts and properties that are used primarily in the Business of each Station or located at such Station, whether tangible or intangible (and, pursuant to the WB Option Exercise Agreement, all of New Age Media's right, title and interest in and to the Option Assets and pursuant to the WSWB Option Exercise Agreement, all of MPS Media's right, title and interest in and to the WSWB Option Assets), other than the Excluded Assets, as the same shall exist on the date of this Agreement, and to the extent not disposed of in accordance with Section 5.01, and all similar assets, Contracts and properties acquired by Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates between the date hereof and the Closing to the extent used primarily in the Business of or located at any of the Stations (collectively, the "Purchased Assets"), which shall include all of the right, title and interest of Sinclair, Tribune, New Age Media, MPS Media and their respective Affiliates, with respect to each Station the following:

- (a) all Owned Real Property and Real Property Leases;
- (b) all Tangible Personal Property, except for any retirements or dispositions thereof made between the date hereof and Closing in accordance with Section 5.01;
- (c) all rights under all Contracts used in connection with the Business of any of the Stations to which Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates is a party that (1) are listed on Section 3.08(a) of the Disclosure Schedules, (2) are not required by the terms thereof to be listed on Section 3.08(a) of the Disclosure Schedules if used primarily in connection with the Business of any of the Stations, (3) relate to Program Rights with respect to WXLV and KOKH and are listed on Section 2.01(c) of the Disclosure Schedules, (4) are expressly referenced in other sub Sections of this Section 2.01, or (5) are entered into after the date hereof by Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates pursuant to the terms and subject to the conditions of Section 5.01 to the extent used primarily in connection with the Business of any of the Stations (collectively, the "Assumed Contracts") with the understanding that Assumed Contracts shall in no event include Excluded Contracts;
- (d) all prepaid expenses and deposits (other than prepaid Income Taxes) to the extent arising primarily in connection with the operation of the Business;
- (e) all of the rights, claims, credits, causes of action or rights of set-off of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates against third parties relating to the Purchased Assets, including unliquidated rights under manufacturers' and vendors' warranties, in each case only to the extent Buyer or any of its Affiliates incurs Losses relating thereto;
- (f) the Station call signs and all Intellectual Property used primarily in the Business (except for Excluded Assets, the "Purchased Intellectual Property");
- (g) all Internet web sites and related agreements, content and databases and domain name registrations used primarily in the Business of any of the Stations, as set forth on Section 3.10 of the Disclosure Schedules;



(h) the FCC Licenses, along with all material transferable Governmental Authorizations issued by any Governmental Authority (other than the FCC Licenses) used primarily in the Business of any of the Stations;

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

(j) to the extent relating primarily to the Purchased Assets or the Business of any of the Stations, all information and data, sales and business records, books of account, files, invoices, inventory records, general financial and accounting records, Non-Income Tax records, personnel and employment records for Transferred Employees (to the extent permitted by Law) and all engineering information, sales and promotional literature, manuals and data, sales and purchase correspondence, lists of present and former suppliers and lists of present and former customers, quality control records and manuals, blueprints, litigation and regulatory files, and all other books, documents and records (including, without limitation, all electronic data relating to any of the Stations, including current and historical electronic data relating to such Station's traffic and historical financial information wherever that information is located);

(k) to the extent relating primarily to the Business of any of the Stations, all management and other systems (including computers and peripheral equipment), databases, computer software, computer disks and similar assets, and all licenses and rights in relation thereto;

(l) all governmental reimbursements relating to expenditures made after Closing on behalf of a Station to comply with a spectrum repack requirement;

(m) [Reserved]; and

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

**Section 2.02 Excluded Assets.** The following assets and properties of Sinclair, Tribune, New Age Media, MPS Media and/or their respective Affiliates (the "Excluded Assets") shall not be acquired by Buyer and are excluded from the Purchased Assets:

(a) all of the Cash and Cash Equivalents of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates (it being understood and agreed that the deposits referenced in Section 2.01(d) shall not be deemed Excluded Assets as a result of this Section 2.02(a));

(b) all bank and other depository accounts of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates;

(c) insurance policies relating to any of the Stations, and all claims, credits, causes of Proceeding or rights, including rights to insurance proceeds, thereunder, except as otherwise stated in Section 2.01(e) of this Agreement;

(d) any refunds of Taxes of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates attributable to or arising in a Pre-Closing Tax Period (including any Taxes allocable under Section 9.04(d) to the portion of a Straddle Period ending on the day prior to the Closing Date) to the extent attributable to Excluded Assets (other than described in this Section 2.02(d)) or to Excluded Liabilities (whether received in cash or used to offset Taxes for a Post-Closing Tax Period);

(e) any cause of action or claim relating to any event or occurrence prior to the Closing, the Liabilities relating to which are Excluded Liabilities (other than as specified in Section 2.02(e) of the Disclosure Schedules);

(f) all governmental reimbursements relating to expenditures on or prior to Closing on behalf of a Station to comply with a spectrum repack requirement;

(g) intercompany accounts receivable and intercompany accounts payable of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates;

(h) all (i) books, records, files and papers, whether in hard copy or computer format, relating to the preparation of this Agreement or the transactions contemplated hereby, (ii) all minute books and similar corporate records of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates and (iii) duplicate copies of records of the Stations;

(i) all rights of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates arising under this Agreement, the Ancillary Agreements or the transactions contemplated hereby and thereby;

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

(k) Contracts that are not Assumed Contracts (including, but not limited to, Contracts identified on Section 2.02(k) of the Disclosure Schedules) (collectively, the “Excluded Contracts”);

(l) other than as specifically set forth in Article VIII, any Employee Plan and any assets of any Employee Plan sponsored by Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates;

(m) all Tax records of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates, other than Non-Income Tax records;

(n) those assets which are listed on Section 2.02(n) of the Disclosure Schedules;

(o) each of Sinclair’s, Tribune’s, New Age Media’s, MPS Media’s and their respective Affiliates’ right, title and interest in and to (i) the Retained Names and Marks, (ii) all URLs and internet domain names consisting of or containing any of the foregoing, and (iii) any variations or derivations of, or marks confusingly similar to, any of the foregoing;

(p) all real and personal, tangible and intangible assets of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates that are used in connection with the operation of any of the Stations but are neither located at nor used primarily with respect to such Station;

(q) any rights under any non-transferable shrink-wrapped or click-wrapped licenses of computer software and any other non-transferable licenses of computer software used in the operation of any of the Stations;

(r) all capital stock or other equity securities of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates and all other equity interests in any entity that are owned beneficially or of record by Sinclair, Tribune or any of their respective Affiliates; and

(s) all other assets of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates to the extent not used primarily in the Business of any of the Stations.

Section 2.03 Assumed Liabilities. Upon the terms and subject to the conditions of this Agreement, subject to Section 7.01(b) of the Disclosure Schedules, at the Closing, Buyer will assume, pay and perform the Option Liabilities, the WSWB Option Liabilities and only the following liabilities of Sinclair, Tribune, New Age Media, MPS Media and their respective Affiliates (the “Assumed Liabilities”):

(a) the liabilities and obligations relating to, or arising out of the Business of any of the Stations, including the owning or holding of the Purchased Assets, the Option Assets and the WSWB Option Assets, arising on and after the Closing (excluding any liability or obligation expressly assumed or retained by Sinclair, Tribune, New Age Media, MPS Media and their respective Affiliates hereunder);

(b) all liabilities and obligations relating to the Business or the Purchased Assets arising out of Environmental Laws, whether or not presently existing, except for liabilities and obligations that are required to be disclosed on Section 3.09 of the Disclosure Schedules, but which are not so disclosed;

(c) any Taxes attributable to or arising in a Post-Closing Tax Period (including any Taxes allocable under Section 9.04(d) to the portion of any Straddle Period beginning on the Closing Date) with respect to the Option Assets, the WSWB Option Assets, the Option Liabilities, the WSWB Option Liabilities, the Purchased Assets, the Business, or the Assumed Liabilities, and Buyer’s fifty percent (50%) share of any Transfer Taxes pursuant to Section 9.02; and

(d) all liabilities with respect to Transferred Employees arising on and after the Employment Commencement Date as well as any other liabilities with respect to Transferred Employees and Sinclair Plans, Tribune Plans, MPS Plans and New Age Plans, as applicable, in each case which are expressly assumed under Article VIII.

Section 2.04 Excluded Liabilities. Notwithstanding any provision in this Agreement to the contrary, Buyer shall assume only the Assumed Liabilities, the Option Liabilities and the

WSWB Option Liabilities at the Closing and neither Buyer nor any of its Affiliates shall assume any other liability or obligation of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates of whatever nature, whether presently in existence or arising hereafter. All such other liabilities and obligations shall be retained by and remain obligations and liabilities of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates pursuant to the terms of this Agreement (all such liabilities and obligations not being assumed being herein referred to as the “Excluded Liabilities”), and, notwithstanding anything to the contrary in Section 2.03, and for the avoidance of doubt, none of the following, but not limited to the following, shall be Assumed Liabilities for the purposes of this Agreement:

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

(b) any liability or obligation for which Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates has already received or will receive the partial or full benefit of the Purchased Asset to which such liability or obligation relates;

(c) any liability related to the Indebtedness of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates, as set forth on Section 2.04(c) of the Disclosure Schedules;

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

(e) any liability with respect to Excluded Employees and Employees who are not Transferred Employees;

(f) any Liabilities for any present or former employees, officers, directors, managers, retirees, independent contractors or consultants of Sinclair, Tribune, New Age Media and/or MPS Media, including any Liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers’ compensation, retention or other payments or benefits, other than to the extent that any such Liabilities (i) are expressly assumed pursuant to Article VIII of this Agreement or (ii) relating to or arising out of Transferred Employees on or after the Employment Commencement Date;

(g) any Liability (i) under the Excluded Contracts or (ii) any other Contract (x) subject to Section 2.05 (pursuant to which Buyer will obtain the benefits and assume the obligations thereunder), which are not assigned to Buyer pursuant to this Agreement; or (y) to the extent such Liabilities arise solely as a result of a breach by Sinclair, Tribune, New Age Media and/or MPS Media of such Contracts prior to Closing;

(h) any Liability or obligations associated with Environmental Laws, other than the Assumed Liabilities set forth in Section 2.03(b);

(i) any Liability solely resulting from allegations or claims of infringement, misappropriation or other violation (or any allegation with respect thereto) of any Intellectual

Property owned by any third party by Sinclair, Tribune, New Age Media or MPS Media solely to the extent arising out of actions taken prior to the Closing;

(j) (i) any Taxes attributable to or arising in any Pre-Closing Tax Period (including any Taxes allocable under Section 9.04(d) to the portion of any Straddle Period ending on the day prior to the Closing Date) with respect to the Option Assets, the WSWB Option Assets, the Option Liabilities, the WSWB Option Liabilities, the Purchased Assets, the Business or the Assumed Liabilities, (ii) any Income Taxes of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates attributable to or arising out of the transactions contemplated by this Agreement, which for the avoidance of doubt may include Income Taxes incurred on the Closing Date by Sinclair, Tribune, New Age Media or MPS Media or any of their respective Affiliates, (iii) Sinclair's fifty percent (50%) share of any Transfer Taxes pursuant to Section 9.02, (iv) Taxes attributable to or arising in any Pre-Closing Tax Period of any Person that are imposed on or that are the responsibility of Sinclair, Tribune, New Age Media or MPS Media or any of their Affiliates as a transferee or successor or otherwise by operation of contract or law or (v) any Taxes attributable to or arising in any Pre-Closing Tax Period that become a Liability of Buyer as a transferee or successor or otherwise by operation of contract or law;

(k) any liability to indemnify, reimburse or advance amounts to any officer, member, Employee or agent of Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates, other than any liability to any Transferred Employee incurred on or after the applicable Employment Commencement Date;

(l) the liabilities and obligations arising out of, or with respect to, the Business of any of the Stations, including the owning or holding of the Purchased Assets, prior to the Closing (excluding any liability or obligation expressly assumed by Buyer hereunder);

(m) any liability of Sinclair under, or associated with the negotiation and execution of (except as expressly provided for herein), this Agreement or any document executed in connection therewith, including the Ancillary Agreements, and the transactions contemplated hereby and thereby, including, without limitation, fees and expenses of such counsel, accountants, consultants and advisers and others;

(n) all liabilities to the extent associated with any Other Station and not the Stations; and

(o) all Transaction Expenses.

**Section 2.05 Assignment of Contracts and Rights.** Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute an agreement to assign any Purchased Asset or any claim or right or any benefit arising thereunder or resulting therefrom if such assignment, without the consent of a third party thereto, would constitute a breach or other contravention of such Purchased Asset or in any way adversely affect the rights of Buyer, Sinclair, Tribune or any of their respective Affiliates thereunder. Buyer and, with respect to a Purchased Asset related to a Sinclair Station, Sinclair shall (and, with respect to a Purchased Asset related to a Tribune Station, prior to the Tribune Closing, shall use reasonable best efforts to cause Tribune and from and after the Tribune Closing, shall cause Tribune to) use their respective reasonable

best efforts to obtain such consents after the execution of this Agreement until each such consent is obtained. If any such consent is not obtained prior to the Closing Date, Buyer and Sinclair shall use their respective reasonable best efforts to obtain such consent as soon as reasonably practicable after the Closing Date. Buyer and Sinclair shall cooperate in a mutually agreeable arrangement under which Buyer will obtain the benefits and assume the obligations thereunder (as an Assumed Liability) in accordance with this Agreement, including sub-contracting, sub-licensing, occupancy and use agreements or sub-leasing to Buyer or its Affiliates and enforcement by Sinclair, Tribune, New Age Media, MPS Media or their respective Affiliates for the benefit of Buyer or its Affiliates, as applicable, of any and all rights of Sinclair, Tribune and their respective Affiliates against a third party thereto. Notwithstanding the foregoing, none of Sinclair or its Affiliates or Buyer shall be required to pay consideration to any third party to obtain any consent. Once such consent, or waiver thereof is obtained, Sinclair shall, or shall cause its Affiliates, New Age Media or MPS Media to, sell, transfer, assign, convey or deliver to Buyer the relevant Purchased Asset to which such consent or waiver relates for no additional consideration, and Sinclair or such Affiliate shall have no further liability or obligation thereunder (including, for the avoidance of doubt, any obligation to guarantee any of such party's obligations under such agreement).

Section 2.06 Purchase Price. Subject to Section 7.01(b) of the Disclosure Schedules, in consideration for the sale of the Purchased Assets, the Option Assets and the WSWB Option Assets, Buyer shall, at the Closing, in addition to assuming the Assumed Liabilities, the Option Liabilities and the WSWB Option Liabilities, pay to Sinclair or its designee an aggregate amount equal to \$441,700,000 (the "Purchase Price"), by wire transfer of immediately available funds pursuant to wire instructions that Sinclair shall provide to Buyer no later than five (5) Business Days prior to the Closing Date. The Purchase Price payable at the Closing shall be adjusted in accordance with Section 2.08(b). The exercise price payable pursuant to the Option Agreements shall be paid by or on behalf of Sinclair to New Age Media and MPS Media, as applicable, at the Closing. Buyer shall be entitled to deduct and withhold from the Purchase Price such amounts as Buyer is required to deduct and withhold under the Code, or any provision of state, local or foreign Tax law. To the extent that amounts are so withheld by Buyer and timely paid to the appropriate Governmental Authority, such withheld amounts shall be treated for all purposes of this Agreement as having been paid to the Person in respect of whom such deduction and withholding was made. Buyer has no intention to withhold from the Purchase Price any Taxes provided Sinclair delivers (or causes to be delivered) the certification described in Section 9.03. In the event that Buyer determines that such withholding is required, Buyer shall notify Sinclair and provide Sinclair with the opportunity to provide any form or documentation or take such other steps in order to avoid such withholding.

Section 2.07 Closing.

(a) The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place at 10:00 a.m., Eastern Time, at the offices of Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, New York, 10004, on the date that is two (2) Business Days following the date that all of the closing conditions set forth in Article X hereof shall be satisfied or waived (other than those required to be satisfied at Closing and including the satisfaction of the condition set forth in Section 10.01(d), but subject to the satisfaction or waiver of such conditions at or prior to the Closing), unless another date, time or place is agreed to in writing by Sinclair and Buyer (such date, the "Closing Date"); provided, that

if the closing conditions set forth in Article X hereof have been satisfied or waived (other than those required to be satisfied at Closing and including the satisfaction of the condition set forth in Section 10.01(d), but subject to the satisfaction or waiver of such conditions at or prior to the Closing) on or prior to the 40<sup>th</sup> day following the date hereof, the Closing shall occur on the later of (i) the fortieth (40<sup>th</sup>) day following the date hereof and (ii) the second (2<sup>nd</sup>) Business Day following the date of such satisfaction or waiver. The parties acknowledge and agree that the consummation of the transactions contemplated by this Agreement with respect to the Sinclair Stations (other than the Operated Stations) shall occur on the Closing Date prior to the consummation of the transactions contemplated by this Agreement with respect to the Tribune Stations and the Operated Stations. For the avoidance of doubt, the Closing shall not occur prior to the Tribune Closing.

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

(i) Buyer shall deliver to Sinclair:

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

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

(ii) Sinclair shall deliver or cause to be delivered to Buyer:

(1) the certificate described in Section 10.03(c); and

(2) the certificate described in Section 9.03.

(iii) Buyer shall execute and deliver to Sinclair, Tribune or their respective Affiliates, or to MPS Media or New Age Media, as applicable, and Sinclair shall execute and deliver to Buyer or shall cause to be executed and delivered to Buyer:

(1) (x) one or more duly executed Bills of Sale with respect to the Purchased Assets (other than the Option Assets and the WSWB Option Assets), by and between Sinclair, Tribune and /or their applicable Affiliates, as the case may be, and Buyer, substantially in the form attached hereto as Exhibit B-1 (y) a duly executed Bill of Sale, by and between New Age Media and Buyer with respect to the Option Assets, substantially in the form attached hereto as Exhibit B-2 and (z) duly executed Bill of Sale, by and between MPS Media and Buyer with respect to the WSWB Option Assets, substantially in the form attached hereto as Exhibit B-3;

(2) one or more duly executed special warranty deeds with covenants against grantor's acts (or other form of deed that is statutorily required or customary in the applicable jurisdiction) together with such transfer, documentary stamp or other similar tax returns and other affidavits, returns or forms as may be reasonably

necessary in order to record the deed in the applicable land records for each Owned Real Property included in the Purchased Assets;

(3) (x) a duly executed Transition Services Agreement, by and between Sinclair and Buyer, substantially in the form attached hereto as Exhibit C-1 (with respect to services provided by Sinclair to Buyer) and (y) a duly executed Reverse Transition Services Agreement, by and between Sinclair and Buyer, substantially in the form attached hereto as Exhibit C-2 (with respect to services provided by Buyer to Sinclair), in each case, with such modifications as set forth therein;

(4) (x) one or more duly executed Assignment and Assumption of FCC Licenses Agreements with respect to the Stations (other than the Operated Stations), by and between the applicable Station Subsidiary of Sinclair or Tribune and Buyer, substantially in the form attached hereto as Exhibit D-1; (y) a duly executed Assignment and Assumption of FCC Licenses with respect to WOLF-TV and WQMY by and between New Age Media and Buyer, substantially in the form attached hereto as Exhibit D-2; and (z) a duly executed Assignment and Assumption of FCC Licenses Agreements with respect to WSWB by and between MPS Media and Buyer, substantially in the form attached hereto as Exhibit D-3.

(5) the consent listed on Section 2.07(b)(ii) of the Disclosure Schedules (the “Required Consents”);

(6) one or more duly executed Assignment and Assumption of Purchased Intellectual Property Agreements by and between Sinclair, Tribune and/or their applicable Affiliates, as the case may be, and Buyer, substantially in the form attached hereto as Exhibit E, if any owned and registered Purchased Intellectual Property is included in the Purchased Assets;

(7) (x) one or more duly executed Assignment and Assumption Agreements with respect to the Assumed Liabilities and Purchased Assets (other than the Option Assets, WSWB Option Assets, WSWB Option Liabilities or Option Liabilities) by and between Sinclair, Tribune and/or their applicable Affiliates, as the case may be, and Buyer, substantially in the form attached hereto as Exhibit F-1 attached hereto; (y) a duly executed Assignment and Assumption Agreement with respect to the Option Liabilities and Option Assets by and between New Age Media and Buyer, substantially in the form attached hereto as Exhibit F-2; and (z) a duly executed Assignment and Assumption Agreement with respect to the WSWB Option Assets and WSWB Option Liabilities by and between MPS Media and Buyer, substantially in the form attached hereto as Exhibit F-3;

(8) a duly executed News Share Agreement, substantially in the form attached hereto as Exhibit G; and

(9) to the extent reasonably necessary, a duly executed Assignment and Assumption Agreement for each Real Property Lease, consented to by the applicable landlord or licensor if such consent is required under the terms of the Real



Property Lease, or in the event that necessary consents to assignment have not been obtained prior to the Closing, appropriate subleases, occupancy or use agreements, pursuant to Section 2.05.

**Section 2.08 Purchase Price Adjustments.**

(a) Preparation of the Estimated Settlement Statement. At least three (3) Business Days before the Closing Date, Sinclair shall prepare and deliver to Buyer a statement (the “Estimated Settlement Statement”) setting forth a balance sheet of the Business as of the Reference Time, which shall be prepared in accordance with GAAP (the “Estimated Closing Balance Sheet”), setting forth its good faith estimate of the Working Capital as of the Reference Time (the “Estimated Working Capital”).

(b) Estimated Adjustment to Purchase Price. If the Estimated Adjustment is a positive number, the Purchase Price shall be increased by the amount of the Estimated Adjustment. If the Estimated Adjustment is a negative number, the Purchase Price shall be reduced by the amount of the Estimated Adjustment. The Estimated Closing Balance Sheet shall be prepared in accordance with GAAP and shall be subject to review by Buyer. At the reasonable request of Buyer, Sinclair shall make available its Representatives to answer questions with respect to the Estimated Settlement Statement, the Estimated Closing Balance Sheet and the determination of the Estimated Working Capital and shall provide reasonable information and documentation supporting the Estimated Settlement Statement, Estimated Closing Balance Sheet and the determination of the Estimated Working Capital. Buyer and Sinclair shall reasonably cooperate to incorporate any changes, modifications or revisions to the Estimated Settlement Statement and the matters contained therein based upon the reasonable comments of Buyer. Notwithstanding anything to the contrary in this Section 2.08(b), in no event shall Buyer have any right to delay or prevent the Closing in connection with Buyer’s right to review the Estimated Settlement Statement and Estimated Closing Balance Sheet or Buyer’s and Sinclair’s obligations to so cooperate.

(c) Preparation of the Post-Closing Statement. Within one hundred twenty (120) days after the Closing Date, Buyer shall prepare and deliver to Sinclair a statement (the “Post-Closing Statement”) setting forth a balance sheet of the Business as of the Reference Time, which shall be prepared in accordance with GAAP (the “Post-Closing Balance Sheet”), setting forth the Working Capital as of the Reference Time. The Post-Closing Balance Sheet shall be prepared in accordance with GAAP.

(d) Review of the Post-Closing Statement.

(i) During the ninety (90) day period following the delivery of the Post-Closing Statement to Sinclair, Sinclair’s or its Affiliates’ independent auditors shall be permitted to, during normal business hours and upon reasonable notice, review and make copies reasonably required of (w) the financial statements relating to the Post-Closing Statement, (x) the working papers relating to the Post-Closing Statement, (y) the books and records relating to the Post-Closing Statement, and (z) any supporting schedules, analyses and other documentation relating to the Post-Closing Statement, in each case to the extent within Buyer’s possession. Without limitation of the foregoing, Buyer shall provide

reasonable access, during normal business hours and upon reasonable notice, to such relevant employees, books, records, financial statements, and its independent auditors as Sinclair or its Affiliates reasonably believe is necessary or desirable in connection with its review of the Post-Closing Statement. The Working Capital, as finally determined pursuant to this Section 2.08(d) is referred to as the “Final Working Capital”.

(ii) Prior to the date that is ninety (90) days following Buyer’s delivery of the Post-Closing Statement, Sinclair shall provide written notice to Buyer of its agreement or of its disagreement with the Post-Closing Statement (the “Notice of Disagreement”). If Sinclair delivers a Notice of Disagreement, the Notice of Disagreement shall specify in reasonable detail the nature of any disagreement so asserted, including detail of each item on the Post-Closing Statement that Sinclair disputes, a summary of the reasons for such dispute and Sinclair’s calculation of each such item. Any item not included as disputed on such Notice of Disagreement shall be deemed accepted by Sinclair. If no Notice of Disagreement is delivered by Sinclair, the Post-Closing Statement shall become the Final Settlement Statement. If a Notice of Disagreement is delivered hereunder, then the Post-Closing Statement (as revised in accordance with the following clauses (x) or (y) below) shall become the “Final Settlement Statement” on the earlier of (x) the date Buyer and Sinclair resolve in writing any differences they have with respect to the matters specified or (y) the date any disputed matters are finally resolved in writing by the Accounting Firm as provided herein.

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

(iv) If, at the end of such thirty (30) day period, Buyer and Sinclair have not resolved such differences, Buyer and Sinclair shall submit to the Accounting Firm for review and resolution any and all matters that remain in dispute and that were properly

included in the Notice of Disagreement. Within sixty (60) days after selection of the Accounting Firm, Buyer and Sinclair shall submit their respective positions to the Accounting Firm, in writing, together with any other materials relied upon in support of their respective positions. Buyer and Sinclair shall use reasonable best efforts to cause the Accounting Firm to render a decision resolving the matters in dispute within thirty (30) days following the submission of such materials to the Accounting Firm. The determination of the Accounting Firm, absent fraud or manifest error of the Accounting Firm, shall be final and binding on the parties and enforceable in any court of competent jurisdiction. Except as specified in the following sentence, the cost of any arbitration (including the fees and expenses of the Accounting Firm) pursuant to this Section 2.08 shall be borne by Buyer and Sinclair in inverse proportion as they may prevail on matters resolved by the Accounting Firm, which proportional allocations shall also be determined by the Accounting Firm at the time it renders its determination. The fees and expenses (if any) of Buyer's or its Affiliate's independent auditors and attorneys incurred in connection with the review of the Notice of Disagreement shall be borne by Buyer, and the fees and expenses (if any) of Sinclair's or its Affiliate's independent auditors and attorneys incurred in connection with their review of the Post-Closing Statement shall be borne by Sinclair.

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

(e) Treatment of Post-Closing Adjustments to Purchase Price. To the extent permitted by Law, the parties shall report any payments made under Section 2.08(d) as adjustments to the Purchase Price for United States federal, state and local Income Tax purposes.

#### Section 2.09 Multi-Station Contracts.

(a) In the event that one or more Other Stations is party to, or has rights or obligations with respect to, an Assumed Contract (a "Multi-Station Contract"), the rights and obligations under such Multi-Station Contract that are assigned to and assumed by Buyer (and included in the Purchased Assets and Assumed Liabilities, as the case may be) shall include only those rights and obligations under such Multi-Station Contract that are applicable to a Station. The rights of each Other Station with respect to such Contract and the obligations of each Other Station to such Contract shall not be assigned to and assumed by Buyer (and shall be Excluded Assets and Excluded Liabilities, as applicable). For purposes of determining the scope of the rights and obligations of the Multi-Station Contracts, the rights and obligations under each Multi-Station Contract shall be equitably allocated among (1) the applicable Station, on the one hand, and (2)

the Other Stations, on the other hand, in accordance with the following equitable allocation principles:

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

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

### **Article III**

### **REPRESENTATIONS AND WARRANTIES OF SINCLAIR**

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

Section 3.01 Existence and Power. Each of Sinclair and Tribune is duly organized, validly existing and in good standing under the laws of the state of its organization. Each of Sinclair and Tribune is qualified to do business and is in good standing in each jurisdiction where such qualification is necessary, except where the failure to so qualify has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Each of Sinclair and Tribune has the requisite power and authority to own and hold the Purchased Assets and to directly or indirectly operate the Stations as currently operated.

### Section 3.02 Authorization; Voting Requirements.

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

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

Section 3.03 Governmental Authorization; Non-Contravention. Except as set forth on Section 3.03 of the Disclosure Schedules, the execution, delivery and performance by Sinclair of this Agreement and by Sinclair, Tribune and their respective Affiliates of each Ancillary Agreement (to which Sinclair, Tribune or such Affiliate is or will be a party) and the consummation of the transactions contemplated hereby and thereby require no material action by or in respect of, or filing with or notification to, any Governmental Authority other than the FCC Consent and DOJ approval with respect to the transactions contemplated by the Merger Agreement (the "DOJ Consent"). Assuming the FCC Consent, the DOJ Consent and the authorizations, consents and approvals referred to in on Section 3.03 of the Disclosure Schedules are obtained, the execution, delivery and performance by Sinclair of this Agreement and by Sinclair, Tribune or such Affiliate or by New Age Media or MPS Media of each Ancillary Agreement (to which Sinclair, Tribune, New Age Media or MPS Media or such Affiliate is or will be party) do not (a) conflict with or breach any provision of the certificate of incorporation or bylaws of Sinclair, Tribune or such Affiliate or by New Age Media or MPS Media, (b) conflict with or breach any provision of any Law or Order, (c) require any consent of or other action by any Person under, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or

obligation or the loss of any benefit under, any provision of any Material Contract (other than any Excluded Contract) or (d) result in the creation or imposition of any Lien, other than any Permitted Lien, on any Purchased Asset, except, in the case of each of clauses (b), (c) and (d), as is not material to the Business or the operations of any Station.

Section 3.04 FCC and Programming Distribution Matters.

(a) Section 3.04(a) of the Disclosure Schedules sets forth a true and complete list of the FCC Licenses and the holders thereof, which FCC Licenses constitute all of the FCC Licenses issued with respect to the operation of the Business and the Stations. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated, and have not expired. Except as set forth on Section 3.04(a) of the Disclosure Schedules or as would be immaterial to the Business or the operations of any Station, the FCC Licenses (i) have been issued for the full terms customarily issued by the FCC for authorizations of such type for such class of station and (ii) are not subject to any condition, except for those conditions appearing on the face of the FCC Licenses and conditions generally applicable to authorizations of such type for such class of station.

(b) Except as is not material to the Business or the operations of any Station, (i) since December 1, 2015, the Stations are operated and have been operated in compliance with the Communications Act and the FCC Rules and the applicable FCC Licenses, (ii) all registrations and reports required to have been filed with the FCC relating to the FCC Licenses (which registrations and reports were accurate in all respects as of the time such registrations and reports were filed) have been timely filed, (iii) all FCC regulatory fees due in respect of each Station have been timely paid and (iv) the construction of all facilities or changes contemplated by any of the FCC Licenses or construction permits issued to modify the FCC Licenses have been completed to the extent required to be completed as of the date hereof.

(c) Except as set forth on Section 3.04(c) of the Disclosure Schedules, Sinclair, Tribune, New Age Media, and MPS Media and their respective Affiliates, are qualified under the Communications Act to hold and to transfer or cause to be transferred, the FCC Licenses to Buyer.

(d) Except as set forth on Section 3.04(d) of the Disclosure Schedules, neither Sinclair, New Age Media, MPS Media nor Tribune is, with respect to the Stations to which the Purchased Assets pertain, a party to any local marketing agreement, time brokerage agreement, joint sales agreement, shared services or other similar agreement (collectively, a “Sharing Agreement”).

(e) Section 3.04(e) of the Disclosure Schedules contains, as of the date hereof, a list of all Station retransmission consent agreements with MVPDs that reported more than 25,000 paid subscribers to Sinclair or its Affiliates with respect to the Sinclair Stations or Tribune or its Affiliates with respect to the Tribune Stations in each case for January 2018. To the Knowledge of the Selling Parties, each of Sinclair and its Affiliates and Tribune and its Affiliates, as the case may be, have entered into retransmission consent agreements with respect to each MVPD with more than 25,000 paid U.S. television subscribers in the Market. Since December 1, 2015 and until the date hereof, except as has not been material to the Business or the operations of any

Station or as set forth on Section 3.04(e) of the Disclosure Schedules, (i) no such MVPD has provided written notice to Sinclair, Tribune or their respective Affiliates of any material signal quality issue or, or to the Knowledge of the Selling Parties, has failed to respond to a request for carriage or sought any form of relief from carriage of a Station from the FCC, (ii) none of Sinclair, Tribune or their respective Affiliates has received any written notice from any such MVPD of such MVPD's intention to delete a Station from carriage or to change such Station's channel position and (iii) none of Sinclair, Tribune or their respective Affiliates has received written notice of a petition seeking FCC modification of the Market in which a Station is located.

(f) Upon the consummation of the transactions contemplated by this Agreement pursuant to the FCC Consent, the Buyer and/or its designee will acquire the FCC Licenses unencumbered by any restrictions, conditions or limitations other than those imposed by the FCC for such type of license for such type of Station.

(g) To the Knowledge of the Selling Parties there are no material applications, petitions, proceedings, or other material actions, complaints or investigations, pending or threatened before the FCC relating to any of the Stations or FCC Licenses, other than proceedings affecting television broadcast stations generally. With respect to the Stations and the FCC Licenses, there is no tolling agreement, waiver of statute of limitations, or other extension of time in effect which has been agreed to by Sinclair, Tribune, New Age Media or MPS Media, or any Affiliate thereof, with respect to the assessment of any material fine or forfeiture or the taking of other action with respect to any material investigation or proceeding by the FCC.

#### Section 3.05 Taxes.

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

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

(c) There is no material Proceeding pending or, to the Knowledge of the Selling Parties, threatened in writing by any Governmental Authority for the assessment or collection of any Taxes with respect to the Purchased Assets or the Business.

(d) None of Sinclair, Tribune, New Age Media, MPS Media or their respective Affiliates are currently the beneficiary of any extension of time within which to file any material Tax Return with respect to the Purchased Assets or the Business, other than any such extension that was obtained in the ordinary course of business consistent with past practice. No power of attorney has been granted by or with respect to Sinclair, Tribune or their respective Affiliates with respect to any matter relating to Non-Income Taxes that may affect the Purchased Assets or the Business after the Closing.

(e) To the Knowledge of the Selling Parties, there is no material dispute or claim concerning any Tax liability with respect to the Purchased Assets or the Business which has been claimed or raised by any Governmental Authority in writing.

(f) None of Sinclair, Tribune, New Age Media, MPS Media or their respective Affiliates have (i) waived any statute of limitations in respect of material Taxes with respect to the Purchased Assets or the Business or (ii) agreed to any extension of time with respect to a material Tax assessment or deficiency which extension is currently in effect with respect to the Purchased Assets or the Business.

(g) Each of Sinclair, Tribune, New Age Media, MPS Media and their respective Affiliates has, in each case with respect to the Purchased Assets or the Business, (i) withheld or deducted all Taxes or other amounts from payments to employees or other persons (including, without limitation, any independent contractor, creditor, customer or shareholders) required to be so withheld or deducted, (ii) timely paid over such Taxes or other amounts to the appropriate Governmental Authority to the extent due and payable and (iii) complied with all information reporting and backup withholding provisions of applicable Law.

(h) No claim has ever been made in writing by a Governmental Authority in a jurisdiction where any of Sinclair, Tribune, New Age Media, MPS Media or their respective Affiliates does not file Tax Returns with respect to the Purchased Assets or the Business that it is or may be subject to taxation in that jurisdiction with respect to the Purchased Assets or the Business. None of Sinclair, Tribune, New Age Media, MPS Media or their respective Affiliates have any operations, been resident for Tax purposes, engaged in a trade or business or maintained a “permanent establishment” (within the meaning of the applicable Tax conventions) outside the United States, as applicable, in each case, with respect to the Purchased Assets or the Business.

#### Section 3.06 Tangible Personal Property.

(a) Section 3.06(a) of the Disclosure Schedules contains a list of all material items of equipment, transmitters, antennas, cables, towers, vehicles, furniture, fixtures, spare parts and other tangible personal property of every kind and description owned or held for use by (including with regard to a Station spectrum repack) Sinclair, Tribune or their respective Affiliates primarily in connection with the Business or that is included in the Option Assets or the WSWB Option Assets, except for any retirements or dispositions thereof made between the date hereof and the Closing in accordance with Article V (the “Tangible Personal Property”).

(b) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Sinclair, Tribune or their respective Affiliates or New Age Media or MPS Media, in respect of the Tangible Personal Property (i) have valid title to all such properties, assets and other rights reflected in its books and records as owned by it free and clear of all Liens (other than Permitted Liens) and (ii) own, have valid leasehold interests in or valid contractual rights to use all of such properties, assets and other rights (in each case except for Permitted Liens).

#### Section 3.07 Real Property.



(a) Section 3.07(a) of the Disclosure Schedules sets forth, as of the date of this Agreement, (i) a list of all real properties (by name and location) owned by Sinclair, Tribune or their respective Affiliates or New Age Media or MPS Media, in each case primarily for use in connection with the Business (or to which New Age Media or MPS Media is a party) together with all buildings, structures and improvements located thereon, all fixtures attached thereto and all rights in and to all strips and gores, the land lying in the bed of any street, road or avenue, open or proposed adjoining such real properties, and all easements, rights of way, reservations, privileges, appurtenances and other estates and rights pertaining thereto owned by Sinclair, Tribune or their respective Affiliates and related to such real properties, the “Owned Real Property”) and (ii) a list of the material leases, subleases, licenses or other occupancies to which Sinclair, Tribune or their respective Affiliates are a party as tenant for or licensee of real property, in each case, primarily for use in connection with the Business or to which New Age Media or MPS Media is a party (the “Real Property Leases”). Sinclair has, prior to the Reference Time, delivered or caused to be delivered to Buyer complete and correct copies of each Real Property Lease, including all amendments thereto and to the extent in the possession of Sinclair, assignments thereof, and of each deed or other document pursuant to which Sinclair, Tribune or their respective Affiliates or New Age Media or MPS Media holds title to any Owned Real Property and, to the extent in their possession, the most recent title insurance policy and survey with respect to each Owned Real Property and each property under a Real Property Lease.

(b) Except as is not material to the Business or the operations of any Station, with respect to each Owned Real Property, (i) Sinclair, Tribune or their respective Affiliates or New Age Media or MPS Media have good and marketable title to such Owned Real Property, free and clear of all Liens (other than Permitted Liens) and (ii) there are no existing, pending or, to the Knowledge of the Selling Parties, threatened condemnation, eminent domain or similar proceedings affecting such Owned Real Property.

(c) Except as is not material to the Business or the operations of any Station, (i) Sinclair, Tribune or their respective Affiliates have valid leasehold title to each real property subject to a Real Property Lease sufficient to allow Sinclair, Tribune or their respective Affiliates or New Age Media or MPS Media to conduct the Business as currently conducted, (ii) each Real Property Lease under which Sinclair, Tribune or any of their respective Affiliates leases, subleases or otherwise occupies any real property is valid, binding and in full force and effect, subject to the Enforceability Exceptions, and (iii) none of Sinclair, Tribune or their respective Affiliates or New Age Media or MPS Media or, to the Knowledge of the Selling Parties, any other party to such Real Property Lease has violated any provision of, or taken or failed to take any act which, with or without notice, lapse of time, or both, would constitute a default under the provisions of, such Real Property Lease, and is unmodified except as disclosed on Section 3.07(a) of the Disclosure Schedules, and (iv) to the Knowledge of the Selling Parties, no landlord or licensor under any of the Real Property Leases is the subject of any bankruptcy, insolvency or similar proceeding or has filed an assignment for the benefit of creditors.

(d) The Owned Real Property and the properties under the Real Property Leases, taken together, constitute all real property currently used (or necessary) for the operation of the Business as currently conducted, and none of Sinclair, Tribune or their respective Affiliates or New Age Media or MPS Media own, lease, sublease or license any real property or interests

therein other than as disclosed on Section 3.07(a) of the Disclosure Schedules. All facilities located on the Owned Real Property and the properties under the Real Property Leases have good and valid rights of ingress and egress to and from the public street systems and are supplied with adequate utilities and other services necessary for the operation of the Business as currently conducted by Sinclair, Tribune or their respective Affiliates or New Age Media or MPS Media.

(e) All buildings, improvements, and other structures located on the Owned Real Property or the properties under the Real Property Leases, as applicable, are located completely within the boundary lines of said real property and do not encroach upon an easement or property of any other entity in any material respect.

(f) The uses for which each Owned Real Property or the properties under the Real Property Leases, as applicable, is zoned do not restrict or impair the use thereof as currently used in connection with the Business in any material respect.

### Section 3.08 Contracts.

(a) Section 3.08(a) of the Disclosure Schedules sets forth, as of the date hereof, a correct and complete list of each Contract (other than any Excluded Contract) to which any Station is a party, any Assumed Contract or any Contract that primarily relates to the Business or to which any assets of any Station is subject and which:

(i) the aggregate payments or receipts for the past twelve (12) months exceeded, or for the following twelve (12) months are expected to exceed, \$175,000 with respect to any Station (other than any Contract referenced in clauses (ii) through (ix), inclusive, below);

(ii) material payments by or material obligations of Sinclair, Tribune, New Age Media, MPS Media or their Affiliates, relating to the operations of any Station or the Business, will be increased, accelerated or vested by the occurrence (whether alone or in conjunction with any other event) of any of the transactions contemplated by this Agreement;

(iii) relates to Program Rights under which it would reasonably be expected that Sinclair, Tribune, New Age Media, MPS Media or their Affiliates would make annual payments in excess of \$175,000 per year with respect to any Station;

(iv) is a network affiliation Contract;

(v) relates to cable or satellite transmission or retransmission with MVPDs that reported more than 25,000 paid subscribers to Sinclair, Tribune, New Age Media, MPS Media or their Affiliates for January 2018 with respect to a Station;

(vi) relates to the guarantee (whether absolute or contingent) by Sinclair, Tribune, New Age Media, MPS Media or their respective Affiliates for the benefit of the Business or any Station of (x) the performance of any other Person (other than their respective Affiliates) or (y) the whole or any part of the Indebtedness or liabilities of any other Person (other than their respective Affiliates) relating to Indebtedness for borrowed money in an amount in excess of \$500,000, individually;

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

(viii) involves compensation to any Employee, or any Contract with an independent contractor or consultant engaged to perform services to the Business in excess of \$175,000 per year with respect to any Station (provided, however, that for purposes of this Section 3.08(a)(viii), the term Contract shall not include at-will Contracts that can be terminated by Sinclair, Tribune or one of their respective Affiliates with notice of 30 days or less without penalty or additional payment);

(ix) is a channel sharing agreement with a third party or parties with respect to the sharing of spectrum for the operation of two or more separately owned television stations, including the Stations; and

(x) is a Multi-Station Contract (other than a category of Contract referenced in clauses (ii) through (ix) (inclusive) above) pursuant to which the aggregate payments or receipts for the past twelve (12) months exceeded, or for the following twelve (12) months are expected to exceed, \$175,000 with respect to any Station.

The Contracts required to be disclosed pursuant to this Section 3.08(a) are collectively referred to herein as the “Material Contracts.”

(b) Except for any Material Contract that has terminated or expired in accordance with its terms and except as is not material to the Business or the operations of any Station, each Material Contract is valid and binding and in full force and effect and, to the Knowledge of the Selling Parties, enforceable against the other party or parties thereto in accordance with its terms, subject to the Enforceability Exceptions. Except for breaches, violations or defaults which are not material to the Business or the operations of any Station as currently conducted, none of Sinclair, Tribune, their respective Affiliates or, to the Knowledge of the Selling Parties, any other party to a Material Contract, is in violation of or in default under any provision of such Material Contract.

Section 3.09 Environmental. Except as disclosed in Section 3.09 of the Disclosure Schedules and except as has not had, and, would not reasonably be expected to result in Liabilities material to the Business or the operations of any Station, as a whole, (a) the Business is and since December 1, 2015 has been, in compliance with all applicable Environmental Laws and

Governmental Authorizations required under Environmental Laws, (b) with respect to the Stations, no notice of violation or other notice, including a written request for information issued under Environmental Laws, has been received by Sinclair, Tribune or any of their respective Affiliates alleging any actual or potential violation of, or liability arising out of, any Environmental Law, the substance of which has not been resolved, (c) with respect to the Stations, no Proceeding is pending or, to the Knowledge of the Selling Parties, threatened against Sinclair, Tribune or any of their respective Affiliates under any Environmental Law, and to the Knowledge of the Selling Parties, there are no facts or circumstances that may give rise to such Proceeding, (d) none of Sinclair, Tribune, or their respective affiliates has accepted the environmental liabilities of any other Person under Environmental Laws, (e) with respect to the Business, none of Sinclair, Tribune or their respective Affiliates has released, disposed or arranged for disposal of, or exposed any Person to, any Hazardous Substances, or to the Knowledge of the Selling Parties, owned or operated any real property contaminated by any Hazardous Substances, in such a manner that may be expected to result in an investigation or cleanup by, or liability of, Sinclair, Tribune or any of their respective Affiliates, and (f) Sinclair has provided Buyer with all material reports and other material final documents in the possession of Sinclair, New Age Media or MPS Media relating to environmental conditions at the Owned Real Property or to actual environmental liabilities of the Business.

Section 3.10 Intellectual Property.

(a) Section 3.10(a) of the Disclosure Schedules contains a list of all registered Intellectual Property that is included in the Purchased Intellectual Property. Sinclair, Tribune or their respective Affiliates own all rights, title, and interest in the Purchased Intellectual Property free and clear of all Liens, except for Permitted Liens. To the Knowledge of the Selling Parties, (i) each material registration included in the Purchased Intellectual Property is valid and enforceable and (ii) each material registration and pending application included in the Purchased Intellectual Property is subsisting.

(b) Except as has not had and would not reasonably be expected to be material to the Business or the operations of any Station, as currently conducted, to the Knowledge of the Selling Parties, the use of the Purchased Intellectual Property in the Business is not infringing, misappropriating or otherwise violating any Intellectual Property owned by any third party, and none of Sinclair's Subsidiaries or Tribune's Subsidiaries has infringed, violated or misappropriated since December 1, 2015, any Intellectual Property of any other Person, except, in each case, as has not had and would not reasonably be expected to be, individually or in the aggregate, material to the Business or the operations of any Station. Sinclair, Tribune, or their respective Affiliates have not received any written communication alleging that the Business has infringed the intellectual property rights of any third party in any material respect. To the Knowledge of the Selling Parties, (i) there is no unauthorized use, infringement or misappropriation of the Purchased Intellectual Property by any third party in any material respect and (ii) there is no Action that is pending or threatened by Sinclair, Tribune or their respective Affiliates with respect thereto. Buyer acknowledges that the representations and warranties set forth in this Section 3.10(b) are the only representations and warranties Sinclair makes in this Agreement with respect to any activity that constitutes, or otherwise with respect to, infringement, misappropriation or other violation of Intellectual Property.

(c) Except for actions or failure to take actions that have not had and would not

reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, Sinclair, Tribune and their respective Affiliates have taken commercially reasonable actions to maintain the (i) Purchased Intellectual Property (other than applications) and (ii) secrecy of the Trade Secrets that are Purchased Intellectual Property.

Section 3.11 Employees; Labor Matters; Employee Benefit Plans.

(a) Except as has not and would not reasonably be expected to have a material effect on the Business or the operations of any Station, Sinclair, Tribune, MPS Media, New Age Media and their respective Affiliates have complied with all applicable Laws relating to employment of labor, including all applicable laws relating to wages, hours, discrimination in employment, collective bargaining, pay equity, immigration, workers' compensation, occupational health and safety and the collection and payment of withholding and/or social security Taxes. As of the date hereof and since December 1, 2015, there has been no unfair labor practice charge against any of the Stations pending or, to the Knowledge of the Selling Parties, threatened in writing against Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates by or before the National Labor Relations Board, any state labor relations board or any court or tribunal with respect to any present or former Employee or independent contractor of Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates that had or would reasonably be expected to be material to the Business or the operations of any Station. Since December 1, 2015, there has not occurred any strike, slowdown, or work stoppage, union organizing campaign, or labor dispute in respect to any of the Stations. Other than the collective bargaining agreements set forth on Section 3.11(a) of the Disclosure Schedules (the "Bargaining Agreements"), none of Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates or any of the Stations is a party to any collective bargaining, union or similar agreement with respect to its respective Employees. Sinclair's, Tribune's, MPS Media's, New Age Media's and their respective Affiliates' classification of each of its Employees as exempt or nonexempt has been made in accordance with Law, except as has not and would not reasonably be expected to be material to the Business or the operations of any Station.

(b) Sinclair and Tribune have made available to Buyer a list of all Employees, including the names, current rate of base compensation and bonus or commission opportunity for 2018 and the actual amounts paid for 2017, annual vacation or paid-time off entitlement, employment status (i.e., active, disabled, on authorized leave), department, title, whether covered by a Bargaining Agreement and whether full-time or part-time. Such list, redacted to delete compensation data, is attached as Section 3.11(b) of the Disclosure Schedules.

(c) Except as has not and would not reasonably be expected to be material to the Business or the operations of any Station, with respect to each Sinclair Plan or Tribune Plan, as applicable: (i) each has been maintained, funded, administrated, and operated in compliance with its terms and all applicable Laws, including ERISA and the Code; (ii) other than routine claims for benefits, no Actions or disputes are pending or, to the Knowledge of the Selling Parties, threatened by or on behalf of any participant in any Sinclair Plan or Tribune Plan, or otherwise involving any Sinclair Plan or Tribune Plan or the assets of any Sinclair Plan or Tribune Plan; (iii) none of Sinclair, Tribune or any of their respective Affiliates has incurred or is reasonably expected to incur or be subject to any material Tax or other penalty under Section 4980B, 4980D, or 4980H

of the Code; and (iv) each Sinclair Plan and Tribune Plan that is intended to be qualified under Section 401(a) of the Code has received a determination or opinion letter from the IRS that it is so qualified and each related trust that is intended to be exempt from federal income taxation under Section 501(a) of the Code has received a determination or opinion letter from the IRS that it is so exempt and, to the Knowledge of the Selling Parties, no fact or event has occurred since the date of such letter or letters from the IRS that could reasonably be expected to adversely affect the qualified status of any such Sinclair Plan or Tribune Plan or the exempt status of any such related trust.

(d) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby (either alone or together with any other events) shall: (i) result in the acceleration of the time of payment or vesting or creation of any rights of any Employee to compensation or benefits under any Sinclair Plan, Tribune Plan, MPS Plan or New Age Plan or otherwise that would be payable by Sinclair, Tribune or their respective Affiliates, as applicable; (ii) result in any payment becoming due, or increase the amount of any compensation due, in each case, to any Employee; (iii) increase any benefits otherwise payable under any Sinclair Plan, Tribune Plan, MPS Plan or New Age Plan; or (iv) result in the payment of any compensation or other payments that would not be deductible under the terms of Section 280G of the Code after giving effect to the transactions contemplated hereby.

(e) Except as set forth on Section 3.11(e) of the Disclosure Schedules, none of Sinclair, Tribune, MPS Media, New Age Media or any of their respective ERISA Affiliates maintains, contributes to, or sponsors (or has in the past six (6) years maintained, contributed to, or sponsored) a Multiemployer Plan. Section 3.11(e) of the Disclosure Schedules lists each Sinclair Plan, Tribune Plan, MPS Plan and New Age Plan that is a plan subject to Title IV of ERISA. Except as has not and would not reasonably be expected to have a material effect on the Business or the operations of any Station, to the Knowledge of the Selling Parties, (i) no Sinclair Plan, Tribune Plan MPS Plan or New Age Plan is in “at risk status” as defined in Section 430(i) of the Code and (ii) no Sinclair Plan, Tribune Plan, MPS Plan or New Age Plan has any accumulated funding deficiency within the meaning of Section 412 of the Code or Section 302 of ERISA, whether or not waived and (iii) no liability under Title IV of ERISA has been incurred by Sinclair, Tribune, MPS Media, New Age Media or any of their respective ERISA Affiliates, as applicable, thereof that has not been satisfied in full, and no condition exists that presents a risk to Sinclair, Tribune, MPS Media, New Age Media or any of their respective Insurance.

Section 3.12 Insurance. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect, as of the date hereof, each of the insurance policies relating to the Business or the Stations are in full force and effect. All premiums due thereunder have been paid and Sinclair, Tribune or their respective Affiliates are otherwise in compliance in all material respects with the terms and conditions of such insurance policies. As of the date of this Agreement, none of Sinclair, Tribune or their respective Affiliates has received any written notice regarding any cancellation or invalidation of any such insurance policies, other than such cancellation or invalidation that has not had and would not reasonably be expected to have, individually or in the agreement, a Material Adverse Effect.

Section 3.13 Compliance with Law; Governmental Authorizations. Except for matters that are not and would not reasonably be expected to be material to the Business or the operations of any Station, subject to Section 3.04 with respect to the FCC Licenses, and except as set forth on Section 3.13 of the Disclosure Schedules, Sinclair, Tribune, New Age Media, MPS Media and their respective Affiliates are, and have been since December 1, 2015, in compliance with all Laws and Orders applicable to the Business and, to the Knowledge of the Selling Parties, are not under investigation by any Governmental Authority with respect to any violation of any applicable Law or Order. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect and except as set forth on Section 3.13 of the Disclosure Schedules, (i) Sinclair, Tribune, New Age Media, MPS Media or their respective Affiliates have all Governmental Authorizations necessary for the conduct and operation of the Business as presently conducted, and each such Governmental Authorization is in full force and effect, (ii) Sinclair, Tribune, New Age Media, MPS Media and their respective Affiliates are, and have been since December 1, 2015, in compliance with the terms of all Governmental Authorizations necessary for the ownership and operation of the Business and (iii) since December 1, 2015, none of Sinclair, Tribune, New Age Media, MPS Media or their respective Affiliates has received written notice from any Governmental Authority alleging any conflict with or breach of any such Governmental Authorization.

Section 3.14 Litigation. Except as is not and would not reasonably be expected to be material to the Business or the operations of any Station, and except as set forth on Section 3.14 of the Disclosure Schedules, as of the date hereof, there is no (a) Proceeding pending, filed, or, to the Knowledge of the Selling Parties, threatened against Sinclair, Tribune, New Age Media, MPS Media or their respective Affiliates relating to the Business or the Stations or (b) Order against Sinclair, Tribune, New Age Media, MPS Media or their respective Affiliates relating to the Business or the Stations.

Section 3.15 Financial Statements. Section 3.15 of the Disclosure Schedules sets forth copies of the following financial statements from Sinclair's and Tribune's internal reporting system (such financial statements, collectively, the "Financial Statements"): (a) the unaudited balance sheet of each Station (except with respect to WXLV and KOKH, of such Station together with the Other Station in such Market) and statement of operations (except with respect to WXLV and KOKH, of such Station together with the Other Station in such Market) with respect to each Station, as of and for each of the fiscal years ended December 31, 2016 and December 31, 2017, and (b) the unaudited balance sheet and statement of operations, with respect to each Station (except with respect to WXLV and KOKH, of such Station together with the Other Station in such Market), as of and for the three (3) month period ended March 31, 2018 (the "Balance Sheet Date"). The Financial Statements have been derived from the books and records of Sinclair or Tribune, as the case may be. The Financial Statements for the Sinclair Stations fairly present, in all material respects, the financial position and results of operations of each Station (except with respect to WXLV and KOKH, of such Station together with the Other Station in such Market), as of the dates thereof and for the periods indicated therein as of the dates thereof and for the periods indicated therein in conformity with GAAP (except insofar as such unaudited Financial Statements do omit retransmission receivables, reverse retransmission payables, depreciation and amortization expense, trade and barter revenue and expense, stock based compensation expense, footnotes, statements of cash flows, other comprehensive income (loss), and stockholder's equity

(deficiency), and may be subject to potential year-end adjustments that are not expected, either individually or in the aggregate, to be material. In addition, such unaudited Financial Statements include film payments). The Financial Statements of the Tribune Stations have been prepared in a manner consistent with the accounting standards and methodologies used by Tribune in the preparation of its consolidated financial statements, which have been prepared in accordance with GAAP, and fairly present, in all material respects, the financial position and results of operations of each Station as of the dates thereof and for the periods indicated therein (except insofar as such unaudited Financial Statements do omit footnotes and may be subject to a potential year-end adjustments that are not expected, either individually or in the aggregate, to be material). The projections attached on Section 3.15 of the Disclosure Schedules with respect to the Stations that Sinclair has provided to Buyer (the “Projections”) have been prepared in good faith based upon assumptions believed by Sinclair to be reasonable at the time so made available (it being recognized by Buyer that (w) such Projections are as to future events and are not to be viewed as facts, (x) all projections are subject to significant uncertainties and contingencies, many of which are beyond Sinclair’s control, (y) no assurance can be given that any particular Projections will be realized and (z) actual results during the period or periods covered by any such Projections may differ significantly from the projected results, and such differences may be material).

Section 3.16 No Undisclosed Liabilities. Except as set forth in Section 3.16 of the Disclosure Schedules, there are no liabilities or obligations of the Business, other than (a) liabilities or obligations disclosed, reflected, reserved against or otherwise provided for in the unaudited balance sheet as of the Balance Sheet Date included in the Financial Statements or in the notes thereto, (b) liabilities or obligations incurred in the ordinary course of business since the Balance Sheet Date consistent with past practice and, individually or in the aggregate, are not material in nature or amount and do not result from any material breach of an Assumed Contract or violation of Law in any material respect, and (c) liabilities or obligations that have not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

Section 3.17 Sufficiency of Assets. Except as set forth in Section 3.17 of the Disclosure Schedules, the assets being transferred hereunder, together with the Assumed Contracts, the Multi-Station Contracts and Buyer’s rights under the Ancillary Agreements, collectively constitute all of the assets, properties and rights necessary to conduct the Business in all material respects in the manner in which the Business is being conducted as of the date hereof and as is contemplated to be conducted through the Closing.

Section 3.18 Absence of Changes. From the Balance Sheet Date, there has not been any effect, change, development or occurrence that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. Since the Balance Sheet Date, (a) each Station has been operated in the ordinary course of business consistent with past practice in all material respects and (b) there has not been, in respect of the Business, any action taken by Sinclair, Tribune, New Age Media, MPS Media or their respective Affiliates that, if taken during the period from the date of this Agreement through the Closing without Buyer’s consent, would constitute a breach of, or require consent of Buyer under, Section 5.01.

Section 3.19 No Brokers. Except for Moelis & Company, there is no investment banker, broker or finder that has been retained by or is authorized to act on behalf of Sinclair, Tribune,



New Age Media, MPS Media or their Affiliates who is entitled to any fee or commission from Sinclair, Tribune or their Affiliates in connection with the transactions contemplated by this Agreement, and any such fee or commission that is related thereto shall be borne in full by, and shall be the sole responsibility of Sinclair and/or Tribune.

Section 3.20 Related Party Transactions. Except as set forth on Section 3.20 of the Disclosure Schedules and other than employment arrangements for Transferred Employees, none of Sinclair, Tribune, New Age Media, MPS Media or their respective Affiliates are currently party to any Material Contract with any of their respective Affiliates that relates to assets, services or benefits that are primarily used in any of the Stations.

Section 3.21 Shared Services. Other than set forth on Section 3.21 of the Disclosure Schedules and subject to the Ancillary Agreements, there are no assets owned or held by Sinclair and/or Tribune for use in the Business or services currently provided by Sinclair and/or Tribune to the Stations for use in the Business, in each case, other than (a) assets that are included in the Purchased Assets being transferred to Buyer hereunder and (b) assets or services that are not material to the operation of any Station.

Section 3.22 No Additional Representations; Limitations on Warranties. Except for the representations and warranties expressly made by Sinclair in this Agreement, neither Sinclair nor any other Person makes any express or implied representation or warranty whatsoever or with respect to any information provided or made available in connection with the transactions contemplated by this Agreement, including any information, documentation, forecasts, budgets, projections or estimates provided by Sinclair or Tribune or any representation of Sinclair, including in any “data rooms” or management presentations or the accuracy or completeness of any of the foregoing. Buyer has conducted its own independent review and analysis of the business, operations, assets, liabilities, results of operations, financial condition and technology of the Business and the Stations and acknowledges that Buyer has been provided access to personnel, properties, premises and records of the Business for such purposes. In entering into this Agreement, except as expressly provided herein, Buyer has relied solely upon its independent investigation and analysis of the Business and Buyer acknowledges and agrees that it has not been induced by and has not relied upon any representations, warranties or statements, whether express or implied, made by Sinclair or any other Person that are not expressly set forth in this Agreement, whether or not such representations, warranties or statements were made in writing or orally.

## **Article IV**

### **REPRESENTATIONS AND WARRANTIES OF BUYER**

Buyer represents and warrants to Sinclair as follows:

Section 4.01 Existence and Power. Buyer is organized, validly existing and in good standing under the laws of the state of its organization. Buyer has the requisite organizational power and authority to own, lease and operate the properties and assets used in connection with its business as currently being conducted or to be acquired pursuant hereto. Prior to the date of this Agreement, Buyer has delivered or made available to Sinclair true and complete copies of the organizational documents of Buyer as in effect on the date of this Agreement.

#### Section 4.02 Corporate Authorization.

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

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

Section 4.03 Governmental Authorization. The execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement and the consummation of the transactions contemplated hereby and thereby require no action by or in respect of, or filing with or notification to, any Governmental Authority other than the FCC Consent and the DOJ Consent.

Section 4.04 Noncontravention. Assuming the FCC Consent and the DOJ Consent are obtained, the execution, delivery and performance by Buyer of this Agreement and each Ancillary Agreement do not (a) conflict with or breach any provision of the certificate of incorporation or bylaws of Buyer, (b) conflict with or breach any provision of any Law or Order, (c) require any consent of or other action by any Person under, constitute a default or an event that, with or without notice or lapse of time or both, would constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit under, any provision of any Contract, or (d) result in the creation or imposition of any Lien, other than any Permitted Lien, on any property or asset used exclusively in conduct and operation of the Business, except, in the case of each of clauses (b), (c) and (d), as has not had and would not reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect.

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

Section 4.06 Qualifications. Buyer is legally, financially and otherwise qualified under the Communications Act and FCC Rules to acquire the FCC Licenses and own and operate the Stations, and, other than due to matters arising with respect to the transactions contemplated by the Merger Agreement, (a) there are no facts known to Buyer that would disqualify Buyer as the assignee of the FCC Licenses or as owner and operator of the Stations or prevent or materially delay the consummation of the transactions contemplated hereby, (b) no waiver, whether temporary or permanent, of the Communications Act or FCC Rules is necessary for the FCC Consent to be obtained, (c) Buyer has no reason to believe that the FCC Application will be challenged or will not be granted by the FCC in the ordinary course due to any fact or circumstance

relating to Buyer or any of its Affiliates or any of their respective officers, directors, shareholders, members or partners, and (d) no waiver, whether temporary or permanent, from any provision of the Communications Act or FCC Rules is necessary for the FCC Consent to be obtained.

Section 4.07 No Brokers. Except for RBC Capital Markets, LLC, there is no investment banker, broker or finder that has been retained by or is authorized to act on behalf of Buyer who is entitled to any fee or commission from Buyer in connection with the transactions contemplated by this Agreement, and any such fee or commission that is related thereto shall be borne in full by, and shall be the sole responsibility of, Buyer.

Section 4.08 Financing. Subject to the accuracy of the representations and warranties contained in Article III hereof, and the satisfaction or waiver of the conditions contained in the Equity Commitment Letter and the Debt Commitment Letter, the aggregate proceeds from the Financing will constitute all of the financing required for the consummation of the transactions contemplated by this Agreement and are sufficient to enable Buyer to pay the Purchase Price and any payments due under Section 2.08, all related fees and expenses in connection with the transactions contemplated by this Agreement and any other amounts to be paid by it in accordance with the terms of this Agreement.

Section 4.09 Equity Financing.

(a) Buyer has delivered to Sinclair a true, correct and complete copy of the equity commitment letter from the Equity Provider, fully executed and dated as of the date hereof (the “Equity Commitment Letter”) pursuant to which the Equity Provider has committed, subject to the terms and conditions therein, to provide equity financing to Buyer in the amount set forth therein for purposes of funding the transactions contemplated hereby (the “Equity Financing”).

(b) As of the date hereof, (i) the Equity Commitment Letter is in full force and effect and, to the Knowledge of Buyer, is enforceable in accordance with its terms, subject to the Enforceability Exceptions, and (ii) the Equity Commitment Letter has not been withdrawn, terminated, repudiated, rescinded, amended, supplemented or modified in any material respect, and no such withdrawal, termination, repudiation, rescission, amendment, supplement or modification is, to the Knowledge of Buyer, contemplated.

(c) As of the date of this Agreement, Buyer has not received any notice or other communication from the Equity Provider with respect to (i) any actual or potential breach or default on the part of Buyer or the Equity Provider, (ii) any actual or potential failure by Buyer to satisfy any condition precedent or other contingency to be satisfied by Buyer or the Equity Provider set forth in the Equity Commitment Letter or (iii) any intention of the Equity Provider to terminate the Equity Commitment Letter or to not provide all or any portion of the Equity Financing. As of the date hereof, the Equity Provider is not in breach of any of the terms or conditions set forth in the Equity Commitment Letter and no event has occurred that, with or without notice, lapse of time or both, constituted or could reasonably be expected to constitute a breach or default of the Equity Provider or Buyer. There are no side letters or other agreements, arrangements or understandings (written or oral) relating to the Equity Financing to which the Equity Provider or Buyer or any of its Affiliates is a party or is bound that could reasonably be expected to prevent or

substantially delay the availability of the funds contemplated by the Equity Commitment Letters at the Closing.

(d) There are no conditions precedent or other contingencies related to the obligation of the Equity Provider to fund or invest, as applicable, the full amount (or any portion) of the Equity Financing, other than as expressly set forth in the Equity Commitment Letter as in effect on the date hereof.

#### Section 4.10 Debt Financing.

(a) Buyer has delivered to Sinclair a true, correct and complete copy of the debt commitment letter, fully-executed (assuming due execution by the lenders party thereto) and dated as of the date hereof (the “Debt Commitment Letter”) from the lenders party thereto (collectively, the “Committed Lenders”), pursuant to which the Committed Lenders have committed, subject to the terms and conditions set forth therein, to provide to Buyer the Debt Financing in cash in the aggregate amount set forth in the Debt Commitment Letter. A true, correct and complete copy of the fee letter related to the Debt Commitment Letter has been provided to Sinclair, except that the existence and/or amount of fees, flex provisions, pricing terms, pricing caps and other commercially sensitive numbers specified therein have been redacted (such fee letter, the “Fee Letter”).

(b) As of the date hereof, (i) the Debt Commitment Letter is in full force and effect and is a legal, valid and binding obligation of Buyer and, to the Knowledge of Buyer, each other party thereto, enforceable in accordance with its terms, subject to the Enforceability Exceptions, and (ii) none of the commitments contained in the Debt Commitment Letter have been withdrawn, terminated, repudiated, rescinded, amended, supplemented or modified, in any material respect, and, to the Knowledge of Buyer, no such withdrawal, termination, repudiation, rescission, amendment, supplement or modification is contemplated.

(c) As of the date hereof, Buyer has not received any notice or other communication from any party to the Debt Commitment Letter with respect to (i) any actual or threatened material breach or default on the part of Buyer or any other party to the Debt Commitment Letter, (ii) any actual or threatened failure to satisfy any condition precedent to the availability of the Debt Financing pursuant to the terms of the Debt Commitment Letter or (iii) any intention of such party to terminate the Debt Commitment Letter or to not provide all or any portion of an amount committed to be provided by such party pursuant to the terms of the Debt Financing.

(d) There are no conditions precedent or other contingencies related to the Debt Financing as contemplated by the Debt Commitment Letter other than as expressly set forth in the Debt Commitment Letter.

Section 4.11 Guarantee. Concurrently with the execution of this Agreement, Buyer has delivered to Sinclair a limited guarantee, dated as of the date hereof (the “Guarantee”), from and duly executed by the Guarantor. The Guarantee is valid and in full force and effect and constitutes the valid and binding obligation of the Guarantor, as applicable, enforceable in accordance with its terms except to the extent that its enforceability may be subject to the Enforceability Exceptions.

There is no default under the Guarantee by the Guarantor, and no event has occurred that, with or without notice, lapse of time or both, would constitute a default by any party thereto.

Section 4.12 Compliance with Law. Except for matters that have not had and would not reasonably be expected to have, individually or in the aggregate, a Buyer Material Adverse Effect, Buyer is in compliance with all Laws and Orders and, to the Knowledge of Buyer, is not under investigation by any Governmental Authority with respect to any violation of any applicable Law or Order.

Section 4.13 Projections and Other Information. Buyer acknowledges that, with respect to any projections, forecasts, business plans, budget information and similar documentation or information relating to Sinclair, Tribune or any of their respective Affiliates and the operation of the Stations that Buyer has received from Sinclair, Tribune or any of their respective Affiliates, (a) there are uncertainties inherent in attempting to make such projections, forecasts, plans and budgets, (b) Buyer is familiar with such uncertainties, (c) Buyer hereby accepts full responsibility for making its own evaluation of the adequacy and accuracy of all estimates, projections, forecasts, plans and budgets so furnished to it, and (d) Buyer does not have, and will not assert, any claim against Sinclair, Tribune or any of their respective members, officers, Employees, Affiliates or Representatives, or hold Sinclair, Tribune or any such Persons liable, with respect thereto. Buyer represents that none of Sinclair, Tribune, any of their respective Affiliates or any other Person has made any representation or warranty, express or implied, as to the accuracy or completeness of any information regarding Sinclair, Tribune or any of their respective Affiliates, or the transactions contemplated by this Agreement not expressly set forth in this Agreement, and none of Sinclair, Tribune, any of their respective Affiliates or any other Person will have or be subject to any liability to Buyer or any other Person resulting from the distribution to Buyer or its Representatives or Buyer's use of, any such information, including any confidential memoranda distributed on behalf of Sinclair or Tribune relating to Sinclair, Tribune or any of their respective Affiliates or other publications or data room information provided to Buyer or its Representatives, or any other document or information in any form provided to Buyer or its Representatives in connection with the sale of the Purchased Assets and the transactions contemplated hereby. Notwithstanding the foregoing, in no event shall this Section 4.13 in any way be deemed to limit Buyer's rights in the event of actual fraud.

Section 4.14 Solvency. Buyer is not entering into the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors. Assuming the accuracy of the representations and warranties of Sinclair set forth in Article III, immediately after giving effect to all of the transactions contemplated hereby, including the Financing, the payment of the Purchase Price and assumption of the Assumed Liabilities, the payments that become due and payable under Section 2.08 and the payment of all related fees and expenses, Buyer and its Affiliates will be Solvent. For purposes of this Section 4.14, the term "Solvent" with respect to any Person means that, as of any date of determination, (a) the amount of the fair saleable value of the assets of such Person exceeds, as of such date, the value of all liabilities of such Person, including contingent and other liabilities, as of such date, as such terms are generally determined in accordance with the applicable federal Laws governing determinations of the solvency of debtors, (b) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the business in which they are engaged or proposed to be engaged following

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

## **Article V**

### **COVENANTS OF SINCLAIR**

Section 5.01 Operations Pending Closing. From the date of this Agreement until the earlier to occur of the Closing and the termination of this Agreement in accordance with Article XI, except as otherwise expressly permitted or expressly contemplated by this Agreement or the Option Exercise Agreements, as set forth in Section 5.01 of the Disclosure Schedules, as consented to in writing by Buyer (such consent not to be unreasonably withheld, conditioned or delayed) or as required by applicable Law, with respect to the Sinclair Stations, Sinclair shall and, with respect to the Tribune Stations prior to the Tribune Closing, shall use reasonable best efforts to cause Tribune to, and with respect to WOLF-TV and WQMY, and WSWB shall use reasonable best efforts to cause New Age Media and MPS Media to, respectively, conduct the applicable portion of the Business in all material respects in the ordinary course of business consistent with past practices. Without limiting the generality of the foregoing, from the date of this Agreement until the earlier to occur of the Closing and the termination of this Agreement in accordance with Article XI, unless otherwise expressly permitted or contemplated by this Agreement, as set forth in Section 5.01 of the Disclosure Schedules, or as otherwise consented to in writing by Buyer (such consent not to be unreasonably withheld, conditioned or delayed) or as required by applicable Law, with respect to the Sinclair Stations, Sinclair shall and, with respect to the Tribune Stations, prior to the Tribune Closing shall use reasonable best efforts to cause Tribune to, and with respect to WOLF-TV and WQMY, and WSWB, shall use reasonable best efforts to cause New Age Media and MPS Media to, respectively, to with respect to the applicable portion of the Business:

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

(b) not cause or permit, or agree or commit to cause or permit, by act or failure to act, any of the FCC Licenses to expire or to be revoked, suspended or adversely modified;

(c) other than in the ordinary course of business or for the purpose of disposing of obsolete or worthless assets, not (i) sell, lease, license or dispose of or agree to sell, lease, license or dispose of any material assets unless replaced with similar items of substantially equal or greater value and utility or (ii) create, assume or permit to exist any Liens upon their assets, except for Permitted Liens;

(d) (i) upon reasonable written advance notice, give Buyer and its Representatives reasonable access at reasonable, mutually agreed-upon times during normal business hours to the Stations, and furnish Buyer with information relating to the Business that Buyer may reasonably request; provided, however, that such access rights shall not be exercised in a manner that interferes with the Business and (ii) otherwise provide such reasonable assistance

and cooperation as may be requested by Buyer from time to time prior to the Closing Date to reasonably facilitate the transition of the Business, including facilities, operations and applicable data, to Buyer upon and effective on the Closing Date;

(e) except as otherwise required by Law, not enter into, renew or renegotiate any (i) employment agreement with an Employee providing for annual compensation in excess of \$150,000, or severance agreement, or (ii) labor or union agreement or plan, including any Bargaining Agreement, that will be binding upon Buyer after the Closing;

(f) not hire or terminate the employment of any Station general manager or any other Employee with annual aggregate non-equity compensation, including target bonuses, in excess of \$150,000, excluding any terminations for “cause” as reasonably determined by Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates;

(g) except in the ordinary course of business or in connection with Sinclair’s, Tribune’s, MPS Media’s or New Age Media’s, contractual obligations, as the case may be, with respect to Employees, not (i) increase the compensation or benefits payable to any Employee, or (ii) modify any severance policy applicable to any Employee that would result in any increase in the amount of severance payable to any such Employee (or would expand the circumstances in which such severance is payable);

(h) use reasonable best efforts to maintain each Station’s MVPD carriage existing as of the date of this Agreement;

(i) not enter into any Contract constituting a Sharing Agreement with respect to any Station;

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

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

(l) promote the programming of each Station (both on-air and using third party media) in the ordinary course of business, taking into account inventory availability;

(m) maintain in full force and effect and pay when due the premiums for the insurance policies described in Section 3.12;

(n) not (i) enter into any Contract that would constitute a Material Contract for purposes of Section 3.08(a) (other than Contracts entered into in the ordinary course of business consistent with past practices), (ii) other than in the ordinary course of business consistent with past practices, enter into, modify, or amend any Material Contract in any material respect, or waive, release or assign any material rights or claims thereunder, or (iii) terminate any Material Contract unless such Material Contract expires in accordance with its terms; provided, that, if any such

Contract or Material Contract is a Multi-Station Contract, the foregoing restrictions shall only apply to the extent such Contract, amendment or termination relates to one or more of the Stations;

(o) pay all rent and other amounts due under the Real Property Leases as and when due; and

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

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

Section 5.03 No-Solicitation. From and after the date hereof until the earlier of the valid termination of this Agreement in accordance with Article XI and the Closing, Sinclair shall not, and shall cause its Representatives (and shall use its reasonable best efforts to cause Tribune and its Representatives not to) to, directly or indirectly, (a) solicit, initiate or encourage (including by way of furnishing information) any “other bid,” (b) take any other action to knowingly facilitate any inquiries or the making of any proposal that constitutes or may reasonably be expected to lead to any “other bid,” (c) engage in any discussion or negotiations relating thereto (other than discussions solely related to informing a third party of the existence of this provision) or (d) accept any “other bid.” Sinclair shall, and shall cause its Subsidiaries and its and their respective Representatives (and shall use its reasonable best efforts to cause Tribune and its Representatives) to, immediately cease and cause to be terminated all discussions or negotiations with any Person with respect to any “other bid”. As used in this Section 5.03, “other bid” shall mean any proposal or offer from any Person to directly or indirectly acquire in any manner all or any substantial portion of the assets of the Business or any Station.

Section 5.04 Exercise of Options Relating to WOLF-TV, WQMY and WSWB. Promptly following the execution of this Agreement (and in no event later than five (5) Business Days following the date hereof), (i) Sinclair and New Age Media will enter into the WB Option Exercise Agreement pursuant to which Sinclair is exercising the WB Option subject to and conditioned upon the consummation of the transactions contemplated hereby, and at the Closing, subject to Section 7.01(b) of the Disclosure Schedules, New Age Media will convey, transfer, assign and deliver to Buyer certain of the assets and liabilities relating to WOLF-TV and WQMY required to be delivered to Buyer in accordance with the terms of this Agreement (including the FCC licenses of WOLF-TV and WQMY), and (ii) Sinclair and MPS Media will enter into the WSWB Option Exercise Agreement pursuant to which, subject to and conditioned upon the consummation of the transactions contemplated hereby, at the Closing, subject to Section 7.01(b) of the Disclosure Schedules, MPS Media will convey, transfer, assign and deliver to Buyer certain



of the assets and liabilities relating to WSWB to be delivered in accordance with the terms of this Agreement (including the FCC Licenses of WSWB). Except as required by applicable Law, Sinclair will not amend, modify, terminate or waive, or provide any consent pursuant to, the Option Exercise Agreements in any respect materially adverse to Buyer without Buyer's prior written consent. Sinclair will provide notice to Buyer of any material breach of the Option Exercise Agreements by the counterparties thereto of which Sinclair becomes aware. Sinclair will use its reasonable best efforts to enforce its rights under the Option Exercise Agreements for the benefit of Buyer. Notwithstanding anything in this Agreement to the contrary, this Section 5.04 and the requirements set forth on Section 7.01(b) of the Disclosure Schedules shall survive the Closing solely with respect to WQMY or WSWB, as applicable, until the conveyance, transfer, assignment and delivery contemplated by clause (iii) of Section 7.01(b) of the Disclosure Schedules to Buyer or Buyer's designee of the remaining Purchased Assets and Assumed Liabilities relating to WQMY or WSWB that are subject to the applicable Option Exercise Agreement, as applicable, is complete.

Section 5.05 Financing Cooperation. Sinclair agrees to use commercially reasonable efforts to, and will cause its officers, employees and advisors (with appropriate expertise), and will use commercially reasonable efforts to cause Tribune and its officers, employees and advisors (with appropriate seniority and expertise) to use their commercially reasonable efforts to, cooperate in connection with the arrangement of the Financing for the transactions contemplated by this Agreement as may be reasonably requested by Buyer, including without limitation (subject to confidentiality arrangements): (i) assisting in the preparation for and participation in a reasonable number of meetings, presentations and calls with prospective lenders and ratings agencies (upon reasonable notice at times and locations to be mutually agreed), (ii) reasonably cooperating in the due diligence efforts of Buyer and the Committed Lenders, (iii) assisting Buyer and the Committed Lenders in its preparation of customary bank information and other customary marketing materials relating to the arrangement of loans contemplated by the Debt Commitment Letter (including, offering documents, lender and investor presentations, rating agency presentations, bank information memoranda and similar customary marketing materials reasonably necessary in connection with the Debt Financing), (iv) executing and delivering customary definitive financing documentation, to the extent required on the Closing Date under the Debt Commitment Letter, (v) executing and delivering on the Closing Date customary closing certificates, management representation letters, authorization letters and other documentation required by the Committed Lenders and the definitive documentation related to the Debt Financing, and (vi) providing reasonably promptly to the Buyer the financial information required by Item 5 of Exhibit D of the Debt Commitment Letter; provided, that none of Sinclair, its stockholders, its Affiliates, officers, directors, employees or other Representatives shall be required to (x) pay any fee or incur any other liability, obligation, fee or expense in connection with the Debt Financing or (y) take any corporate or organizational action approving, or authorize, execute and deliver any document relating to, the Debt Financing, which in either case is not contingent upon the Closing or that would be effective prior to the Closing. Buyer shall indemnify and hold harmless Sinclair and each of its Affiliates and Representatives from and against any Losses incurred by them in connection with the arrangement of the Debt Financing or any alternative financing or any information utilized in connection therewith (other than information provided by Buyer expressly for use in connection therewith), other than any liabilities or losses arising as a result of any indemnified party's gross negligence or willful misconduct. Whether or not the Closing occurs,

Buyer shall reimburse Sinclair for any out-of-pocket costs and expenses incurred by it and its Representatives in performing their obligations under this Section 5.05, promptly upon demand by Sinclair therefor.

**Section 5.06 Risk of Loss.**

(a) If, following the date hereof and before the Closing Date or the termination of this Agreement in accordance with Article XI, all or any material portion of the Purchased Assets relating to a particular Station is damaged or destroyed (the “Damaged Portion”) (regardless of the means of such damage or destruction, each a “Casualty Event”), Sinclair shall notify Buyer in writing of such fact promptly after Sinclair becoming aware of such fact. Sinclair shall (with respect to a Sinclair Station) and shall use reasonable best efforts to cause Tribune to (with respect to a Tribune Station) respond to such Casualty Event in accordance with past practices, and shall prior to the Closing use reasonable best efforts to mitigate Losses to the Business arising from any such Casualty Event.

(b) Buyer shall reasonably cooperate with Sinclair, Tribune and their respective Affiliates with respect to any claims Sinclair, Tribune or their respective Affiliates may make under their respective insurance policies with respect to any Casualty Event, and provide any reasonable assistance requested by Sinclair, Tribune or their respective Affiliates to assist Sinclair, Tribune or their respective Affiliates in making or pursuing any such claims. Upon Closing, Buyer shall assume responsibility for pursuing or not pursuing any such claims and Sinclair and its Affiliates shall cooperate with Buyer with respect to pursuing any such claims, and provide any reasonable assistance requested by the Buyer to assist the Buyer in pursuing any such claims. Any insurance proceeds recovered by Sinclair or its Affiliates under any insurance policies of Sinclair or its Affiliates shall be paid to the Buyer to the extent that such insurance proceeds are attributable to costs incurred by the Buyer of repair or restoration of the Damaged Portion of the Business.

(c) Sinclair shall, and shall cause its Affiliates to, reasonably cooperate with the Buyer with respect to actions taken or to be taken by Buyer to repair or restore the Business, or the assets damaged by the Casualty Event, and provide any reasonable assistance requested by the Buyer in taking or pursuing such repair or restoration.

**Section 5.07 LPTV and TV Translator.** If, following the date hereof, before the Closing Date or the termination of this Agreement in accordance with Article XI, any LPTV or TV translator station of a Station is displaced, Sinclair shall use its commercially reasonable efforts to, and shall use its commercially reasonable efforts to cause Tribune to, continue the operation of any such LPTV or TV translator station on a different channel with comparable coverage.

**Article VI**  
**COVENANTS OF BUYER**

**Section 6.01 Access to Information.** After the Closing Date, upon reasonable notice, Buyer, the Committed Lenders and Sinclair will promptly provide each other reasonable access to its properties, books, records, employees and auditors relating to the Business, at the sole cost and expense of the requesting party, to the extent necessary to permit such party (i) to determine any matter relating to its rights and obligations (or those of its Affiliates) hereunder and, with respect

to Sinclair, under the Merger Agreement, (ii) to satisfy its own and its Affiliates' legal, compliance, financial reporting and Tax preparation obligations, or (iii) (with respect to any period ending on or before the Closing Date) to the extent necessary to prepare or defend any judicial or administrative proceeding related to the Business; provided, that, except as required by Law, legal process or any listing agreement with or the listing rules of a national securities exchange or trading market, each of Sinclair and Buyer will hold, and will direct their respective agents to hold, in confidence all confidential or proprietary information to which such party has had access to pursuant to this Section 6.01; provided further, that such access shall not unreasonably interfere with Sinclair's or Buyer's business or operations (including, in the case of Buyer, the operations of the Business), as applicable.

**Section 6.02 Use of Name: Termination of Rights to the Names and Marks.** None of Sinclair, New Age Media, MPS Media or any of their Affiliates is conveying ownership rights or granting Buyer a license to use any of the Retained Names and Marks and, after the Closing, except as set forth in Section 6.02(b), Buyer shall not and shall not permit any of its Affiliates to use in any manner the Retained Names and Marks or any word that is similar in sound or appearance to such names or marks after the Closing. In the event Buyer violates any of its obligations under this Section 6.02, Sinclair may proceed against Buyer in law or in equity for such damages or other relief as a court may deem appropriate. Buyer acknowledges that a violation of this Section 6.02 may cause Sinclair, New Age Media, MPS Media or their respective Affiliates irreparable harm, which may not be adequately compensated for by money damages. Buyer therefore agrees that in the event of any actual or threatened violation of this Section 6.02, any of such parties shall be entitled, in addition to other remedies that they may have, to a temporary restraining order and to preliminary and final injunctive relief against Buyer or any such Affiliate of Buyer to prevent any violations of this Section 6.02, without the necessity of posting a bond.

(b) As soon as practicable after the Closing Date (and in any event within sixty (60) days thereafter), Buyer shall, and shall cause each of its Affiliates to, cease and discontinue all uses of, and delete or remove from all products, signage, vehicles, properties, technical information and promotional materials, the Retained Names and Marks. In connection with its discontinuance of such uses, Buyer and its Affiliates may utilize solely to the extent reasonably necessary to operate the Stations during such transition period any properties or materials bearing the Retained Names and Marks solely in a manner consistent with the operation thereof immediately prior to the Closing Date.

**Section 6.03 Insurance Policies.** All of the insurance policies with respect to the Stations may be cancelled by Sinclair, Tribune, New Age Media MPS Media or any of their respective Affiliates as of the Closing Date, and any refunded premiums shall be retained by Sinclair or Tribune, New Age Media, MPS Media or such Affiliate. Buyer will be solely responsible for acquiring and placing its casualty insurance, business interruption insurance, liability insurance and other insurance policies for the Stations, including the Purchased Assets and Assumed Liabilities, for periods on and after the Closing Date. Without limiting the rights of Buyer set forth elsewhere in this Agreement, if any claims are made or damages, losses or liabilities occur prior to the Closing Date that relate to any of the Purchased Assets or the Assumed Liabilities, and such claims, or the claims associated with such damages, losses or liabilities, may be made against third-party insurance policies retained by Sinclair, Tribune, New Age Media, MPS Media or any of their

Affiliates, then Sinclair, Tribune, New Age Media, MPS Media or any of their Affiliates shall use commercially reasonable efforts, if so requested by Buyer in writing, to cooperate with Buyer such that after the Closing Date Buyer can file, notice and otherwise continue to pursue such claims and recover proceeds under the terms of such policies; provided, however, that none of Sinclair, Tribune, New Age Media, MPS Media or their respective Affiliates shall have any obligation to pay any additional premiums or other amount in order to pursue such claims or recover proceeds unless Buyer pays such amounts.

Section 6.04 Title Commitments; Surveys. Buyer shall have the responsibility to obtain, at its sole option and expense, (a) commitments for owner's and lender's title insurance policies on the Owned Real Property, and commitments for lessee's and lender's title insurance policies for all real property that is leased pursuant to a Real Property Lease (collectively, the "Title Commitments"), and (b) an ALTA survey on each parcel of the Owned Real Property or real property that is leased pursuant to a Real Property Lease (the "Surveys"). The Title Commitments will evidence a commitment to issue an ALTA title insurance policy insuring good, marketable and indefeasible fee simple (or leasehold, if applicable) title to each parcel of the Owned Real Property or real property that is leased pursuant to a Real Property Lease contemplated above for such amount as Buyer directs. With respect to the Sinclair Stations, Sinclair shall and, with respect to the Tribune Stations, prior to the Tribune Closing, shall use reasonable best efforts to, and from and after the Tribune Closing, shall cause Tribune to, and with respect to New Age Media and MPS Media, shall use reasonable best efforts to cause New Age Media and MPS Media to, reasonably cooperate with Buyer in obtaining such Title Commitments and Surveys; provided, that none of Sinclair, Tribune or any of their respective Affiliates or New Age Media or MPS Media shall be required to incur any cost, expense or other liability in connection therewith except reasonable costs, expenses or liabilities as may be necessary in order to clear objectionable matters as required pursuant to this Section 6.04. If the Title Commitments or Surveys reveal any Lien on the title other than Permitted Liens, Buyer shall notify Sinclair in writing of such objectionable matter as soon as reasonably practicable after Buyer's receipt of said Title Commitment or Survey, and, with respect to the Sinclair Stations, Sinclair agrees to and, with respect to the Tribune Stations, prior to the Tribune Closing, agrees to use its reasonable best efforts to cause Tribune to, remove such objectionable matter (other than any matter that is a Permitted Lien) as required pursuant to the terms of this Agreement in order to convey to Buyer at the Closing, free of all Liens other than Permitted Liens good and marketable fee title to each Owned Real Property that is a Purchased Asset and leasehold title to each property that is leased pursuant to a Real Property Lease that is a Purchased Asset.

Section 6.05 No-Hire. Except as pursuant to the terms of this Agreement, during the period beginning on the date hereof and ending on the first (1<sup>st</sup>) anniversary of the Closing Date, Buyer and its Affiliates will not, directly or indirectly, solicit to employ or hire any employee of Sinclair, Tribune or any of their respective Affiliates whose primary work location is in the Market ("Seller Employees"), unless (a) Sinclair or its Affiliates first terminates the employment of such employee, (b) such employee voluntarily terminates without inducement by Buyer or its Affiliates, or (c) Sinclair gives its written consent to such employment or offer of employment; provided, however, that Buyer or its Affiliates shall be permitted to make a general solicitation for employment (including in the Market) not targeted to any Seller Employee and shall not be prohibited from employing any such employee pursuant to such a general solicitation.

Section 6.06 Financing. Buyer shall use its reasonable best efforts to (i) maintain in effect the Debt Commitment Letter and the Equity Commitment Letter, (ii) satisfy (or obtain the waiver of) on a timely basis all conditions in the Debt Commitment Letter and the Equity Commitment Letter applicable to Buyer, (iii) enter into definitive agreements with respect thereto on the terms and subject to the conditions contained in the Debt Commitment Letter and the Equity Commitment Letter, including “market flex” provisions contained in the Fee Letter and (iv) subject to the satisfaction or waiver of the conditions set forth in the Debt Commitment Letter and the Equity Commitment Letter, cause the financing contemplated by the Equity Commitment Letter and the Debt Commitment Letter to be available at the Closing; provided, however, that if funds in the amounts set forth in the Debt Commitment Letter and/or the Equity Commitment Letter become unavailable to Buyer on the terms and conditions set forth therein, Buyer shall use its reasonable best efforts to promptly obtain replacement financing to consummate the transactions contemplated by this Agreement on terms and conditions not materially less favorable to Buyer (after taking into account the “market flex” provisions contained in the Fee Letter), and that do not contain any condition to funding that would be more materially onerous than those contained in the Debt Commitment Letter and the Equity Commitment Letter, or contain any terms that would reasonably be expected to delay or impede the consummation of the financing thereunder beyond the date set forth in Section 11.01.

Section 6.07 Accounts Receivable.

(a) With respect to the Sinclair Stations, Sinclair shall and, with respect to the Tribune Stations, shall use its reasonable best efforts to cause Tribune to, deliver to Buyer, on or promptly after the Closing Date, a statement of the Accounts Receivable. Buyer or its Affiliates shall use reasonable best efforts to collect all Accounts Receivable reflected on such statement in a manner consistent with the normal accounts receivables collection procedures and practices of Sinclair or Tribune, as applicable, and Sinclair may seek to collect any such Accounts Receivable in the ordinary course of business and consistent with its past practices during the period beginning on the Closing Date and ending on the 120<sup>th</sup> day thereafter (the “Collection Period”). The parties will cooperate with each other to reconcile Accounts Receivable, and collections thereof, on a timely basis. During the Collection Period, with respect to any Accounts Receivable received by Buyer or its Affiliates, Buyer shall promptly pay such amounts to the account or account(s) designated by Sinclair to Sinclair or its designee as a lump sum payment within fifteen (15) days after the end of the month (or the next Business Day if the fifteenth (15<sup>th</sup>) falls on day that is not a Business Day) when such Accounts Receivable were received. Any payments that are made directly to Sinclair (or its designee) during the Collection Period relating to the Accounts Receivable shall be retained by Sinclair; provided, that with respect to any payments received by Sinclair or its Affiliates that relate to accounts receivable of Buyer or its Affiliates, Sinclair shall promptly pay such amounts to the account or account(s) designated by Buyer to Buyer or its designee as a lump sum payment within fifteen (15) days after the end of the month (or the next Business Day if the fifteenth (15<sup>th</sup>) falls on day that is not a Business Day) when such accounts receivable were received. Following the expiration of the Collection Period, Buyer shall have no obligations pursuant to this Section 6.07, except to remit to Sinclair any amounts received by Buyer or its Affiliates that can be specifically identified as a payment on account of any Accounts Receivable which will be promptly paid over or forwarded to Sinclair after such identification.

(b) Buyer will not be obligated to institute litigation, employ any collection agency, legal counsel, or other third party, or take any other extraordinary means of collections or pay any expenses to third parties to collect the Accounts Receivable. All amounts collected by Buyer or its Affiliates after the Closing from an account debtor will be applied first to the Accounts Receivable of such account debtor in the order of their origination, unless the account debtor disputes such Accounts Receivable in writing or designates payment of a different accounts receivable in writing. If during the Collection Period a dispute arises with regard to an account included among the Accounts Receivable, Buyer shall promptly advise Sinclair thereof and may return that account to Sinclair.

(c) Buyer, on the one hand, and Sinclair, on the other hand, shall each be entitled during the sixty (60) day period following expiration of the Collection Period and at such party's sole cost and expense to inspect the records maintained by the other party to the extent reasonably required to confirm compliance with this Section 6.07, upon reasonable advance notice and during normal business hours; provided, that no such inspection shall unreasonably disrupt or interfere with the other party's business or operations.

## **Article VII**

### **JOINT COVENANTS**

#### **Section 7.01 Reasonable Best Efforts; Further Assurances.**

(a) Subject to the terms and conditions of this Agreement, Buyer and Sinclair will each use reasonable best efforts to take, or cause to be taken, all actions, and do, or cause to be done, all efforts reasonably necessary or desirable under applicable Law to consummate the transactions contemplated by this Agreement; provided, that this provision shall not impose on Sinclair any obligation with respect to the transactions contemplated by the Merger Agreement.

(b) In furtherance and not in limitation of Section 7.01(a), Buyer shall, and, with respect to the Sinclair Stations, Sinclair shall and, with respect to the Tribune Stations, prior to the Tribune Closing shall use reasonable best efforts to cause Tribune to, and with respect to WOLF-TV and WQMY, and WSWB, use reasonable best efforts to cause New Age Media and MPS Media, respectively to, prepare and file with the FCC as soon as practicable, but in no event later than five (5) Business Days after the date that the Option Exercise Agreements are executed, the requisite applications (collectively, the "FCC Application") and other necessary instruments or documents requesting the FCC Consent, including as set forth on Section 7.01(b) of the Disclosure Schedules, and thereupon prosecute the FCC Application with all reasonable diligence to obtain the requisite FCC Consent; provided, however, that Buyer shall not be responsible for any delay in filing the FCC Application caused by Tribune; and provided, further that, except as set forth in the following sentence, neither Buyer, on the one hand, nor Tribune or Sinclair, on the other hand, shall be required to pay consideration to any third party to obtain the FCC Consent. Buyer shall, and with respect to the Sinclair Stations, Sinclair shall and, with respect to the Tribune Stations, prior to the Tribune Closing shall use reasonable best efforts to cause Tribune to, and with respect to WOLF-TV and WQMY, and WSWB, use reasonable best efforts to cause New Age Media and MPS Media, respectively, to use reasonable best efforts to, oppose any petitions to deny or other objections filed with respect to the FCC Application to the extent such petition or

objection relates to such party. Except as set forth on Section 7.01 of the Disclosure Schedules, neither Buyer nor Sinclair shall take any intentional action, or intentionally fail to take any action, which would reasonably be expected to materially delay the receipt of the FCC Consent. To the extent necessary, with respect to the Sinclair Stations, Sinclair shall and, with respect to the Tribune Stations prior to the Tribune Closing, shall use reasonable best efforts to cause Tribune to, and with respect to WOLF-TV and WQMY, and WSWB, use reasonable best efforts to cause New Age Media and MPS Media, respectively, to promptly enter into a tolling agreement or other arrangement if requested by the FCC with respect to any complaints regarding the FCC Licenses, and Buyer shall accept liability in connection with any enforcement Proceeding by the FCC with respect to such complaints as part of such tolling or other arrangement; provided, that it is understood and agreed that Buyer shall be entitled to indemnification from any such liability (as well as any other FCC-related liability relating to operation of the Stations prior to the Closing Date) under Section 12.03(c) as if it were an Excluded Liability. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither party shall have terminated this Agreement under Article XI, Buyer shall, and, with respect to the Sinclair Stations, Sinclair shall and, with respect to the Tribune Stations, prior to the Tribune Closing, shall use reasonable best efforts to cause Tribune to, and with respect to WOLF-TV and WQMY, and WSWB, use reasonable best efforts to cause New Age Media and MPS Media, respectively, to jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the right of either party to exercise its rights under Article XI. For the avoidance of doubt, no provision of this Section 7.01(b) shall prohibit Sinclair from taking (or from causing Tribune to take) any action deemed necessary or appropriate in the reasonable discretion of Sinclair, in connection with obtaining approval from any Governmental Authority in connection with the transactions contemplated by the Merger Agreement; provided, that nothing in this sentence shall be deemed to construe a waiver of any rights that Buyer may otherwise have under any other provision of this Agreement, including as set forth in Article X, Article XI and Article XII.

(c) In connection with the efforts referenced in Section 7.01(b) to obtain the FCC Consent, Buyer shall, and with respect to the Sinclair Stations, Sinclair shall and, with respect to the Tribune Stations prior to the Tribune Closing shall use reasonable best efforts to cause Tribune to, and with respect to WOLF-TV and WQMY, and WSWB, use reasonable best efforts to cause New Age Media and MPS Media, respectively to, to the extent permitted by Law, (i) cooperate in all respects with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any proceeding initiated by a private party, (ii) keep the other party informed in a timely manner and in all material respects of any material communication received by such party from, or given by such party, to the FCC or any other Governmental Authority (including the provision of copies of any pleadings, documents, or other communications exchanged with the FCC or any other Governmental Authority) and the material non-confidential portions of any communications received or given by a private party with respect to this Agreement and the transactions contemplated hereby, (iii) permit the other party to review any material non-confidential portions of any communication given or to be given by it to the FCC, and any other Governmental Authority with respect to this Agreement and the transactions contemplated hereby, and (iv) consult with each other in advance of and be permitted to attend any meeting or conference with, the FCC or any such other Governmental Authority or, in connection with any proceeding by a private party, with any other Person, in each case regarding

any of the transactions contemplated by this Agreement. Nothing in this Section 7.01(c) shall extend or relate to any cooperation, communication, review or consultation rights with respect to obtaining approval from any Governmental Authority in connection with the transactions contemplated by the Merger Agreement.

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

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

Section 7.04 Public Announcements. So long as this Agreement is in effect, none of Buyer, Sinclair or any of their respective Affiliates, shall issue or cause the publication of any press release or other public statement relating to the transactions contemplated by this Agreement or this Agreement without the prior written consent of the other party (it being understood that customary syndication of the Debt Financing as contemplated in Section 5.05 shall not be deemed to constitute a public statement for any purposes of this Section 7.04), unless such party determines, after consultation with outside counsel, that it is required by applicable Law or by any listing agreement with or the listing rules of a national securities exchange or trading market to issue or cause the publication of any press release or other public announcement with respect to the transactions contemplated by this Agreement or this Agreement, in which event such party shall provide, on a basis reasonable under the circumstances, an opportunity to the other parties to review and comment on such press release or other announcement in advance, and shall give reasonable consideration to all reasonable comments suggested thereto. Notwithstanding anything to the contrary in this Section 7.04, the parties acknowledge that this Agreement and the FCC Application will be filed with the FCC and a local public notice will be broadcast on the Stations and published in local newspapers pursuant to applicable FCC Rules.



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

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

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

(b) Notwithstanding anything to the contrary contained in this Agreement, for a period from and after the Closing Date through the second (2<sup>nd</sup>) anniversary of the Closing Date, Sinclair shall maintain, and provide Buyer and its Representatives reasonable access to, those records of Sinclair, Tribune and their respective Affiliates, and use reasonable best efforts to maintain and provide reasonable access to those records of New Age Media and MPS Media, in each case insofar as they relate to the Purchased Assets that relate to periods prior to the consummation of the Closing, during normal business hours and on at least ten (10) Business Days' prior written notice (or such shorter time period as necessitated by the urgency of the underlying facts and circumstances). If Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates shall desire to dispose of any of such books and records prior to the second (2<sup>nd</sup>) anniversary of the Closing Date in accordance with the record retention policies of Sinclair, Tribune, New Age Media, MPS Media or such Affiliate then in effect, Sinclair shall, prior to such disposal, give Buyer ten (10) Business Days' prior notice to enable Buyer, at Buyer's expense, to segregate and remove such books and records as Buyer may select, subject to destruction of correspondence and other similar documents in the ordinary course, in accordance with customary retention policies and applicable Law.

Section 7.07 Cooperation in Litigation. Buyer and Sinclair shall (and shall cause their respective Affiliates to) reasonably cooperate with each other at the requesting party's expense in the prosecution or defense of any Proceeding arising from or related to the operation of any of the Stations and involving one or more third parties. If the Proceeding relates to matters arising, occurring or relating to the period on or prior to the Closing, Sinclair shall pay the reasonable out-of-pocket expenses (excluding internal costs) incurred in providing such cooperation (including reasonable legal fees and disbursements) by Buyer and by its Affiliates and its and their officers, members, directors, employees and agents. If the Proceeding relates to matters arising, occurring or relating to the period following the Closing, Buyer shall pay the reasonable out-of-pocket expenses (excluding internal costs) incurred in providing such cooperation (including reasonable legal fees and disbursements) by Sinclair and by its Affiliates and its and their officers, members, directors, employees and agents.

Section 7.08 Mail; Misallocated Assets and Liabilities.

(a) Mail. From and after the Closing, Sinclair hereby authorizes and empowers Buyer and its Affiliates to receive and open all mail and other communications (including electronic communications) received by Buyer or its Affiliates relating to the Business and to deal with the contents of such communications. From and after the Closing, Sinclair shall promptly deliver or cause to be delivered to Buyer any mail or other communication (including electronic communications) received by Sinclair, Tribune or any of their Affiliates after the Closing Date pertaining to the Business.

(b) Misallocated Assets and Liabilities. From and after the Closing, in the event that Sinclair, Buyer or any of their respective Affiliates discovers that an asset used primarily in the Business (other than an Excluded Asset) or a liability related to the Business (other than an Excluded Liability) is held by Sinclair, Tribune, New Age Media, MPS Media or any of their respective Affiliates and was not acquired by Buyer as a Purchased Asset or assumed by Buyer as an Assumed Liability as contemplated herein, Sinclair shall assign, transfer, convey and deliver such asset or assign and transfer such liability, as applicable, to Buyer or one of its Affiliates, as directed by Buyer, for no additional consideration, and shall execute such further documents and instruments reasonably necessary to give effect to and evidence such assignment or transfer of such asset or assumption of such liability, and such asset shall be considered a Purchased Asset and such liability shall be considered an Assumed Liability, as the case may be and in each case, for all purposes hereunder. From and after the Closing, in the event that Sinclair, Buyer or any of their respective Affiliates discovers that an asset not used primarily in the Business (other than a Purchased Asset) or a liability not related to the Business (other than an Assumed Liability) was sold, transferred, conveyed and assigned to Buyer or its Affiliates hereunder, Buyer shall, or shall cause such Affiliate to, assign, transfer, convey and deliver such asset or assign and transfer such liability, as applicable, to Sinclair or one of its Affiliates, as directed by Sinclair, for no consideration, and shall execute such further documents and instruments reasonably necessary to give effect to and evidence such assignment or transfer of such asset or assumption of such liability, and such asset shall be considered an Excluded Asset and such liability shall be considered an Excluded Liability, as the case may be and in each case, for all purposes hereunder.

## **Article VIII**

### **EMPLOYEE MATTERS**

Section 8.01 Employment. At least fifteen (15) Business Days prior to the Closing Date, Buyer (or one of its Affiliates) shall offer employment as of the Closing Date, which offers shall be consistent with the employment terms set forth below in this Section 8.01 and conditioned on Closing, to each Employee employed immediately prior to the Closing Date, (other than the MPS Media Employees) including those listed on Section 3.11(b) of the Disclosure Schedules other than those listed as Excluded Employees, who is not on authorized or unauthorized leave of absence, sick leave, short or long-term disability leave, military leave or layoff with recall rights (“Active Employees”). Employees who are on authorized leave of absence, sick leave, short or long-term disability leave, military leave or layoff with recall rights (collectively, “Inactive Employees”) shall be offered employment by Buyer (or one of its Affiliates), which offer shall be conditioned on Closing and each such Inactive Employee’s return to active employment immediately following such absence within twelve (12) months of the Closing Date, or such later date as required under applicable Law (the “Return Deadline”); provided, that to the extent that any Inactive Employee does not accept Buyer’s (or one of its Affiliate’s) offer of employment or does not return prior to the Return Deadline, such Inactive Employee shall remain an employee of Sinclair, Tribune, MPS Media or New Age Media, as the case may be. For the purposes hereof, all Active Employees, or Inactive Employees, who accept Buyer’s (or one of its Affiliate’s) offer of employment and commence employment on the applicable Employment Commencement Date, together with MPS Media Employees, are referred to individually as a “Transferred Employee” and collectively as the “Transferred Employees.” The “Employment Commencement Date” as referred to herein shall mean (i) as to those Transferred Employees who are Active Employees hired upon the Closing Date, the Closing Date, and (ii) as to those Transferred Employees who are Inactive Employees, the date on which the Transferred Employee begins employment with Buyer (or one of its Affiliates). The initial terms and conditions of employment for those Transferred Employees who have employment agreements with Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates shall be as set forth in such employment agreements; provided, that Buyer (or one of its Affiliates) may require such Transferred Employees to execute comparable new employment agreements with Buyer (or one of its Affiliates) as a condition of employment. From the Employment Commencement Date until at least one (1) year after the Closing Date, Buyer shall or shall cause its Affiliates to, provide each Transferred Employee, to the extent that such Transferred Employee remains employed by Buyer or one of its Affiliates (which obligation shall not give any Transferred Employee any right to continued employment for any specified period), who does not have an employment agreement with Sinclair, Tribune or any of their respective Affiliates and who is employed by Buyer (or one of its Affiliates) with (i) annual base salary or wages that are no less favorable than such Transferred Employee’s annual base salary or wages immediately prior to the Closing Date and (ii) to the extent commercially reasonable, incentive compensation opportunities and employee benefits (other than equity incentive compensation, retention arrangements and defined benefit pension benefits) that, in the aggregate, are no less favorable than the incentive compensation opportunities and employee benefits (other than equity incentive compensation, retention arrangements and defined benefit pension benefits), respectively, provided to such Transferred Employee immediately prior to the Closing Date. For the avoidance of doubt, nothing in this Article VIII shall give any Transferred Employee any right to employment or continued employment for any specified period. Buyer

agrees that Buyer (or one of its Affiliates) shall provide severance benefits to the Transferred Employees on terms that are at least as favorable as those provided to similarly situated employees of Buyer. To the extent permitted by Law and Buyer's (or one of its Affiliate's) employee benefit plans, programs, and policies, Buyer shall, or shall cause its Affiliates to, give Transferred Employees full credit for purposes of eligibility waiting periods and vesting, and for benefit accrual (other than benefit accrual under a defined benefit pension plan) under the employee benefit plans or arrangements or severance practices maintained by Buyer or its Affiliates in which such Transferred Employees participate for such Transferred Employees' service with Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates or predecessors.

Section 8.02 Savings Plan. Buyer shall take any and all actions as may be required to cause a tax-qualified defined contribution plan established or designated by Buyer or one of its Affiliates (the "Buyer's 401(k) Plan"), including, if necessary, making amendments to Buyer's 401(k) Plan, to accept rollover contributions from the Transferred Employees of any account balances (inclusive of any plan loans) in cash or notes (in the case of loans) distributed to them by the Sinclair 401(k) Plan or the Tribune 401(k) Plan (or similar tax qualified defined contribution plan sponsored by MPS Media or New Age Media), as applicable. The distribution and rollover described herein shall comply with applicable Law, and each party shall make all filings and take any actions required of such party by applicable Law in connection therewith. Consistent with Section 8.01, Buyer's 401(k) Plan shall credit Transferred Employees with service credit for eligibility and vesting purposes for service recognized for the equivalent purposes under the Sinclair 401(k) Plan or the Tribune 401(k) Plan, or similar tax qualified defined contribution plan sponsored by MPS Media or New Age Media, as applicable.

Section 8.03 Employee Welfare Plans. Following the Closing Date, Sinclair, MPS Media or New Age Media, as applicable, shall retain responsibility for and continue to pay all medical, life insurance, disability and other welfare plan expenses and benefits for each Transferred Employee with respect to claims incurred under the terms of the Sinclair Plans, Tribune Plans, or New Age Plans, respectively, by such Employees or their covered dependents prior to the Employment Commencement Date, as applicable. Expenses and benefits with respect to claims incurred by Transferred Employees or their covered dependents on or after the Employment Commencement Date shall be the responsibility of Buyer. For purposes of this Section 8.03, a claim shall be deemed to be incurred (i) when an individual obtains professional services, equipment or prescription drugs covered by a medical, prescription drug, dental or vision benefit plan (provided that all such costs incurred during a hospital stay or similar confinement that begins prior to the Employment Commencement Date and ends on or after such date shall be deemed to be incurred prior to the Employment Commencement Date), (ii) upon death in the case of a life insurance plan, and (iii) as of the date of the accident in the case of an accidental death and dismemberment plan. With respect to any welfare benefit plans maintained by Buyer (or one of its Affiliates) for the benefit of Transferred Employees on and after the Employment Commencement Date, to the extent permitted by applicable Law, Buyer shall, or shall cause its Affiliates to, (a) cause any eligibility requirements or pre-existing condition limitations to be waived to the same extent waived generally by Buyer with respect to its employees and (b) use reasonable best efforts to give effect, in determining any deductible and maximum out-of-pocket limitations, to amounts paid by such Transferred Employees with respect to similar plans maintained by Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates.

Section 8.04 Vacation; Sick Leave; Personal Time. Buyer (or one of its Affiliates) will assume all liabilities for unpaid, accrued vacation, sick leave and personal time of each Transferred Employee as of the Employment Commencement Date, giving service credit under Buyer's ( or one of its Affiliate's) vacation, sick leave, and personal time policy for service with Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates, and shall permit Transferred Employees to use their vacation, sick leave, and personal time entitlement accrued as of the Closing Date in accordance with Buyer's (or one of its Affiliate's) policy for carrying over unused vacation and personal time. To the extent that Buyer's (or one of its Affiliates) policies do not permit a Transferred Employee to use any accrued and unused vacation, sick leave, and/or personal time for which Buyer has assumed the liabilities hereunder (other than as a result of such Transferred Employee's failure to use such vacation, sick leave, and/or personal time despite his or her eligibility to do so, without adverse consequences, under Buyer's (or one of its Affiliate's) policies), Buyer (or one of its Affiliates) will pay such Transferred Employee for any such vacation, sick leave and/or personal time at the time at which such accrued vacation, sick leave and/or personal time would otherwise be lost. Service with Sinclair, Tribune MPS Media, New Age Media or any of their respective Affiliates shall be taken into account in determining Transferred Employees' vacation, sick leave and personal time entitlement under Buyer's (or one of its Affiliate's) vacation, sick leave and personal time policy after the Closing Date. Notwithstanding any provision in this Agreement to the contrary, no Transferred Employee shall be entitled to receive duplicate credit for the same period of service.

Section 8.05 No Further Rights. Without limiting the generality of Section 13.08, nothing in this Article VIII, express or implied, is intended to confer on any Person (including any Transferred Employees and any current or former Employees of Sinclair, Tribune MPS Media, New Age Media or any of their respective Affiliates) other than the parties hereto and their respective successors and permitted assigns any rights, benefits, remedies, obligations or liabilities under or by reason of this Article VIII. Accordingly, notwithstanding anything to the contrary in this Article VIII, this Agreement is not intended to create a Contract between Buyer and Sinclair, Tribune, MPS Media, New Age Media on the one hand, and an Employee of Sinclair, Tribune MPS Media, New Age Media or any of their respective Affiliates, on the other hand, and no Employee of Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates may rely on this Agreement as the basis for any breach of contract claim against Buyer, Sinclair, Tribune or any of their respective Affiliates. This Agreement is not intended to, and shall not be construed to, amend any Sinclair Plan, any Tribune Plan, MPS Plan, New Age Plan or any Employee Plan sponsored or maintained by Buyer and its Affiliates. This Agreement is not intended to, and shall not be construed to amend any Sinclair Plan, any Tribune Plan, any MPS Plan, any New Age Plan or any Employee Plan sponsored or maintained by Buyer and its Affiliates.

Section 8.06 Flexible Spending Plan. As of the Employment Commencement Date, with respect to all Employees of Sinclair, Sinclair shall, transfer, or use reasonable best efforts to cause to be transferred, from the Employee Plans that are medical and dependent care account plans (each, a "Seller FSA Plan") to one or more medical and dependent care account plans established or designated by Buyer (or one of its Affiliates) (collectively, the "Buyer FSA Plan") the account balances (positive or negative) of Transferred Employees, and Buyer (or one of its Affiliates) shall be responsible for the obligations of the Seller FSA Plans to provide benefits to the Transferred Employees with respect to such transferred account balances at or after the Employment

Commencement Date (whether or not such claims are incurred prior to, on or after such date). Each Transferred Employee shall be permitted to continue to have payroll deductions made as most recently elected by him or her under the applicable Seller FSA Plan. As soon as reasonably practicable following the end of the plan year for the Buyer FSA Plan, including any grace period, Buyer (or one of its Affiliates) shall promptly reimburse Sinclair or its Affiliates, as applicable, for benefits paid by the Seller FSA Plans to any Transferred Employee prior to the Employment Commencement Date to the extent in excess of the payroll deductions made in respect of such Transferred Employee at or prior to the Employment Commencement Date but only to the extent that such Transferred Employee continues to contribute to the Buyer FSA Plan the amount of such deficiency. This Section 8.06 shall be interpreted and administered in a manner consistent with Rev. Rul. 2002-32.

Section 8.07 Payroll Matters. Buyer and Sinclair and New Age Media shall utilize the following procedures for preparing and filing Internal Revenue Service Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53 for Transferred Employees:

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

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

(c) With respect to garnishments, tax levies, child support orders, and wage assignments in effect with Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates on the Employment Commencement Date for Transferred Employees and with respect to which Sinclair or Tribune, as applicable, has notified Buyer in writing, Buyer (or one of its Affiliates) shall honor such payroll deduction authorizations with respect to Transferred Employees and will continue to make payroll deductions and payments to the authorized payee, as specified by a court or order which was filed with Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates, as applicable, on or before the Employment Commencement Date, to the extent such payroll deductions and payments are in compliance with applicable Law, and Sinclair, Tribune, MPS Media, New Age Media or any of their respective

Affiliates, as applicable, will continue to make such payroll deductions and payments to authorized payees as required by Law with respect to all other Employees of Sinclair, Tribune, MPS Media or New Age Media or any of their respective Affiliates who are not Transferred Employees. Sinclair shall, as soon as practicable after the Employment Commencement Date, provide Buyer (or one of its Affiliates) with such information in the possession of Sinclair, Tribune, MPS Media or New Age Media or any of their respective Affiliates as may be reasonably requested by Buyer and necessary for Buyer to make the payroll deductions and payments to the authorized payee as required by this Section 8.07(c).

**Section 8.08 WARN Act.** Buyer and its Affiliates shall not take any action on or after the Closing Date that would cause any termination of employment of any Employees by Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates that occur before the Closing to constitute a “plant closing” or “mass layoff” under the Worker Adjustment and Retraining Act of 1988, as amended (the “WARN Act”) or any similar state or local Law, or to create any liability to Sinclair, Tribune, MPS Media, New Age Media or any of their respective Affiliates for any employment terminations under applicable Law. The Assumed Liabilities shall include all liabilities with respect to any amounts (including any severance, fines or penalties) payable under or pursuant to the WARN Act or any similar state or local Law with respect to any Employees who do not become Transferred Employees as a result of Buyer’s (or one of its Affiliate’s) failure to extend offers of employment or continued employment as required by Section 8.01 or in connection with the events that occur from and after the Closing, and Buyer (or one of its Affiliates) shall reimburse Sinclair for any such amounts.

**Section 8.09 Transition Services Agreement.** Buyer’s and its Affiliates’ obligations in this Article VIII shall be subject to the terms and conditions of the Transition Services Agreement in all respects.

## **Article IX** **TAX MATTERS**

**Section 9.01 Bulk Sales.** Sinclair and Buyer hereby waive compliance with the provisions of any applicable bulk sales law and no representations, warranty or covenant contained in this Agreement shall be deemed to have been breached as a result of such noncompliance.

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

Section 9.03 FIRPTA Certificate. With respect to the Sinclair Stations, Sinclair shall, and, with respect to the Tribune Stations, prior to the Tribune Closing, shall use reasonable best efforts to and from and after the Tribune Closing, shall cause Tribune to, deliver to Buyer on the Closing Date a duly completed and executed certificate of non-foreign status pursuant to Section 1.1445-2(b)(2) of the Treasury Regulations. Buyer's sole remedy under this Agreement for failure to receive any such certificate shall be to make any withholdings as are required pursuant to Section 1445 of the Code.

Section 9.04 Taxes and Tax Returns.

(a) With respect to Purchased Assets or the Business related to the Sinclair Stations, Sinclair shall, and, with respect to Purchased Assets or the Business related to the Tribune Stations, prior to the Tribune Closing shall use reasonable best efforts to cause Tribune to, and from and after the Tribune Closing shall, prepare and properly file or cause to be filed (or cause to be delivered to Buyer, and Buyer shall file, if Buyer is required by Law to file) any Tax Returns required to be filed for Non-Income Taxes with respect to such Purchased Assets or the Business for any taxable period ending before the Closing Date, and shall timely pay (or cause to be paid) when due any Non-Income Taxes required to be paid in connection therewith.

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

(c) Buyer shall prepare, in a manner consistent with the past practice of Sinclair or Tribune, as applicable, subject to applicable Law, and properly file or cause to be filed any Tax Returns required to be filed for Non-Income Taxes with respect to the Purchased Assets or the Business for any taxable period beginning before and ending on or after the Closing Date (a "Straddle Period"), and shall pay any for Non-Income Taxes required to be paid in connection therewith (subject to any right to indemnification for a portion of such Taxes under Section 12.03).

(d) For purposes of this Agreement, all real property Taxes, personal property Taxes and similar ad valorem obligations levied with respect to the Purchased Assets for any Straddle Period shall be prorated between the portion of such Straddle Period ending on the day prior to the Closing Date and the portion of such Straddle Period beginning on the Closing Date based on the relative number of days in each such portion.

(e) After the Closing Date, Sinclair and Buyer shall provide each other with such cooperation and information relating to Non-Income Taxes attributable to the Purchased Assets or the Business as the other may reasonably request. Notwithstanding the foregoing, no person shall be unreasonably required to prepare any document, or determine any information, not then in its possession in response to a request under this Section 9.04(e).

Section 9.05 Purchase Price Allocation. Within two hundred and ten (210) days after the Closing Date, Sinclair shall provide to Buyer a written allocation of the purchase price (as determined for U.S. federal income tax purposes) among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any similar



provisions of state, local, or foreign Law, as appropriate). Buyer shall provide Sinclair with any comments on such schedule within fifteen (15) days after receipt thereof, and Buyer and Sinclair shall negotiate in good faith to resolve any such comments. If Buyer does not provide Sinclair with any comments within fifteen (15) days, or if the parties agree on a resolution of any such comments, then Buyer and Sinclair (and its Affiliates) shall not take any position inconsistent with such allocation in the filing of any and all Tax Returns and other relevant documents with any Governmental Authority. If the parties are unable to reach agreement with respect to such allocation, then the parties shall have no further obligation under this Section 9.05 and each party shall make its own determination of such allocation for financial and Tax reporting purposes. Notwithstanding the foregoing, to the extent necessary for Transfer Tax, mortgage recording tax or title insurance purposes, the parties shall agree on an allocation of the purchase price for such purposes of any relevant assets included in the Purchased Assets.

## **Article X**

### **CONDITIONS TO CLOSING**

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

- (a) No Order shall prohibit the consummation of the Closing.
- (b) The FCC Consent shall have been granted and be effective.
- (c) Prior written approval by the DOJ of the sale of the Stations to Buyer pursuant to this Agreement.
- (d) The Tribune Closing shall have occurred or shall occur immediately prior to the Closing.
- (e) Subject to Section 7.01(b) of the Disclosure Schedules, the closing of each of the asset purchase transactions relating to the WB Option Exercise Agreement and the WSWB Option Exercise Agreement shall occur simultaneously with the Closing as it relates to the Tribune Stations.

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

- (a) The representations and warranties of Buyer made in this Agreement, other than the Buyer Fundamental Representations, shall be true and correct, disregarding all qualifiers and exceptions relating to materiality or material adverse effect, as of the date of this Agreement (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifiers and exceptions relating to materiality or material adverse effect, as of such earlier date) and as of

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

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

(c) Sinclair shall have received a certificate dated as of the Closing Date from Buyer, executed by an authorized officer of Buyer, to the effect that the conditions set forth in Section 10.02(a) and Section 10.02(b) have been satisfied.

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

(a) The representations and warranties of Sinclair made in this Agreement, other than the Sinclair Fundamental Representations and the first sentence of Section 3.18, shall be true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of the date of this Agreement (except to the extent such representations and warranties speak as of an earlier date, in which case such representations and warranties shall have been true and correct, disregarding all qualifiers and exceptions relating to materiality or Material Adverse Effect, as of such earlier date) and as of the Closing Date as though made on and as of the Closing Date, except where any failure to be so true and correct, individually or in the aggregate, has not had, and would not reasonably be expected to have, a Material Adverse Effect. The Sinclair Fundamental Representations shall be true and correct in all material respects as of the date of this Agreement and as of the Closing Date as though made on and as of the Closing Date (except to the extent the Sinclair Fundamental Representations speak as of an earlier date in which case such representations and warranties shall have been true and correct in all material respects as of such earlier date). The first sentence of Section 3.18 shall be true and correct in all respects.

(b) Sinclair shall have performed in all material respects all obligations required to be performed by it under this Agreement on or prior to the Closing Date; provided, that, for purposes of determining whether the condition contained in this clause (b) has been satisfied, the obligations of Sinclair shall include all obligations to be performed, caused to be performed or similarly required to be performed by any of Tribune, New Age Media or MPS Media (in each case disregarding any requirement that Sinclair use reasonable best efforts or similar standards of efforts).

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

(d) Buyer shall have received the Required Consents, in form and substance reasonably satisfactory to Buyer.

(e) Each of the Stations' network affiliation agreements with FOX shall have been validly assigned, conveyed, transferred, amended, or replaced with a new agreement providing terms to Buyer that are no materially less favorable in the aggregate than the proposed terms for such a new agreement provided by Sinclair to Buyer on April 17, 2018.

## **Article XI** **TERMINATION**

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

(a) by the mutual written consent of Sinclair and Buyer;

(b) either by Sinclair, on the one hand, or by Buyer, on the other hand:

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

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

(iii) if DOJ indicates in writing that it will not approve the sale of the Stations to Buyer pursuant to this Agreement;

(c) by Sinclair:

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

(ii) in the event of the termination of the Merger Agreement pursuant to the terms thereof, within ten (10) days of such termination; or

(iii) if (x) all of the conditions to Closing set forth in Section 10.01 and Section 10.03 have been satisfied at the time the Closing should have occurred in accordance with Section 2.07 (other than those required to be satisfied at Closing, but subject to the satisfaction or waiver of such conditions at Closing), (y) Sinclair has irrevocably confirmed by notice to Buyer in writing that all conditions set forth in Section 10.02 have been satisfied (other than those required to be satisfied at Closing, but subject to the satisfaction or waiver of such conditions at Closing, or that it has irrevocably waived any unsatisfied conditions in Section 10.02 for purposes of consummating the Closing) and Sinclair is ready, willing and able to effect the Closing on the date of such notice, and (z) Buyer fails to consummate the Closing by 12:00 p.m. (New York City time) on the second (2<sup>nd</sup>) Business Day following receipt of such written confirmation from Sinclair;

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

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

Section 11.02 Notice of Breach. Notwithstanding anything to the contrary in this Article XI, neither Sinclair nor Buyer shall be entitled to provide notice of termination pursuant to Section 11.01(c) or Section 11.01(d) unless Sinclair or Buyer, as the case may be, has provided the other party notice of the particular breach that would warrant termination of this Agreement and thirty (30) days to cure such breach.

Section 11.03 Effect of Termination. In the event of a termination of this Agreement pursuant to Section 11.01, this Agreement (other than the Confidentiality Agreements, the Guarantee (except as set forth therein), Section 7.04, this Section 11.03, Section 11.04, Section 12.01, and Article XIII (and Article I to the extent related to such foregoing Sections or Articles, which shall remain in full force and effect) shall forthwith become null and void, and neither party hereto (nor any of their respective former, current and future Affiliates, Representatives, stockholders, members, managers, partners, directors, officers, agents, successors and assigns (and any other related Persons or entities)) shall have any liability or further obligation; provided, however, that any such termination shall not relieve Sinclair or Buyer from any liability for any willful and material breach of this Agreement occurring prior to such termination.

Section 11.04 Buyer Termination Fee.

(a) In the event of any termination of this Agreement pursuant to Section 11.01(c)(i), or Section 11.01(c)(iii), then promptly, but in any event within three (3) Business Days after the date of such termination, Buyer shall pay or cause to be paid to Sinclair an amount in cash equal to \$19,876,500 (the “Buyer Termination Fee”) by wire transfer of immediately available funds to one or more accounts designated in writing by Sinclair.

(b) If Buyer fails to pay the Buyer Termination Fee pursuant to Section 11.04(a) on or prior to the date such amounts are due hereunder, and, in order to obtain such payment, Sinclair commences a Proceeding that results in a judgment against Buyer for the payment of the Buyer Termination Fee pursuant to Section 11.04(a), Buyer shall pay, or cause to be paid, to Sinclair interest on such amount at an annual rate equal to the prime rate (as reported by The Wall Street Journal or, if not reported therein, by another mutually-agreeable source), in effect on the date such amounts were originally due hereunder which shall accrue from such date through the date such payment is actually delivered to Sinclair or its designee, and the costs, fees and expenses (including reasonable attorneys' fees and expenses) incurred by Sinclair in connection with such Proceeding).

(c) The parties acknowledge and agree that (i) in no event shall Buyer be required to pay the full Buyer Termination Fee on more than one occasion, (ii) the fees and other provisions of this Section 11.04 are an integral part of the transactions contemplated by this Agreement and that, without these agreements, the parties would not otherwise enter into this Agreement, and (iii) any payment of the Buyer Termination Fee (together with any amounts paid or payable pursuant to Section 5.05, Section 11.04(b) and Section 13.11), as applicable, described in this Section 11.04 are not a penalty but are liquidated damages in a reasonable amount that will compensate Sinclair in the circumstances in which such fees are payable for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated by this Agreement, which amount would otherwise be impossible to calculate with precision. The parties further acknowledge and agree that, in light of the difficulty of accurately determining actual damages with respect to the foregoing upon any such termination of this Agreement under circumstances in which the Buyer Termination Fee is payable pursuant to Section 11.04, the right to payment of the Buyer Termination Fee: (x) constitutes a reasonable estimate of the damages that will be suffered by reason of any such termination of this Agreement, and (y) shall be in full and complete satisfaction of any and all damages arising as a result of any such termination of this Agreement. For the avoidance of doubt, while Sinclair may pursue both a grant of specific performance under Section 13.11(b) and the payment of the Buyer Termination Fee by Buyer under this Section 11.04, under no circumstances shall Sinclair be permitted or entitled to receive both a grant of specific performance and the monetary damages in connection with this Agreement or any termination of this Agreement, including all or any portion of the Buyer Termination Fee.

(d) Other than in connection with the enforcement of the Confidentiality Agreements, following any termination of this Agreement in accordance with its terms pursuant to Section 11.01(c)(i) or Section 11.01(c)(iii), Sinclair’s right to seek such payment of the Buyer Termination Fee (together with any amounts paid or payable pursuant to Section 5.05, Section 11.04(b) and/or Section 13.11) shall be the sole and exclusive remedy of Sinclair, Tribune, New

Age Media, MPS Media and their respective former, current and future Affiliates, Representatives, stockholders, members, managers, partners, directors, officers, agents, successors and assigns (and any other related Persons or entities) against Buyer, the Guarantor, the Equity Provider, the Committed Lenders and any of their respective former, current and future Affiliates, Representatives, stockholders, members, managers, partners, directors, officers, agents successors and assigns (and any other related Persons or entities) for any losses, damages or liabilities suffered or incurred as a result of or under this Agreement or the transactions contemplated by this Agreement, including the failure of the Closing to occur. Other than this Section 11.04, none of Buyer, the Guarantor, the Equity Provider, the Committed Lenders and any of their respective former, current and future Affiliates, Representatives, stockholders, members, managers, partners, directors, officers, agents, successors and assigns (and any other related Persons or entities) shall have any further Liability or obligation relating to or arising out of this Agreement, the Guarantee, or any other agreement or document entered into in connection with the transactions contemplated by this Agreement, including under theory of law or equity (whether in contract, tort or otherwise), and in no event shall any of the foregoing Persons be subject to any Liabilities or damages of any type or scope whatsoever in excess of the Buyer Termination Fee (together with any amounts paid or payable pursuant to Section 5.05, Section 11.04(b) and/or Section 13.11), or subject to claims at law or in equity, other than to the extent provided in the Guarantee.

## **Article XII**

### **SURVIVAL; INDEMNIFICATION**

Section 12.01 No Survival. None of the representations, warranties, covenants and other agreements, in each case, contained in this Agreement, or in any instrument or certificate delivered by any party at the Closing, will survive the Closing, and none of the parties shall have any liability to each other after the Closing for any breach thereof, except, in each case (a) in the case of actual fraud and (b) for covenants and agreements which contemplate performance after the Closing or otherwise expressly by their terms survive the Closing, each of which will survive in accordance with its terms, including, for the avoidance of doubt, Section 7.08 and this Article XII.

Section 12.02 Indemnification by Buyer. From and after the Closing, Buyer shall indemnify against and hold harmless Sinclair, Tribune, New Age Media, MPS Media and their respective Affiliates and their respective employees, officers, members, and Representatives (collectively, the “Seller Indemnified Parties”) from, and will promptly defend any Seller Indemnified Party from and reimburse any Seller Indemnified Party for, any and all losses, damages, diminution in value, costs, expenses, Liabilities, deficiencies, actions, Proceedings, Taxes, judgments, fines, penalties, obligations and claims of any kind (including any Proceeding brought by any Governmental Authority or Person and including reasonable, documented out-of-pocket attorneys’ and consultants’ fees and expenses reasonably incurred) (collectively, “Losses”), which any Seller Indemnified Party may at any time suffer or incur, or become subject to, as a result of or in connection with:

(a) any breach or nonfulfillment of any agreement or covenant of Buyer to be performed following the Closing under the terms of this Agreement or any certificate or other instrument delivered by or on behalf of Buyer hereunder;

(b) the Purchased Assets and the Business, to the extent arising after the Closing or relating to the period after Closing; and

(c) the Assumed Liabilities.

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

(a) any breach or nonfulfillment of any agreement or covenant of Sinclair to be performed following the Closing under the terms of this Agreement or any certificate or other instrument delivered by or on behalf of Sinclair, Tribune, New Age Media, MPS Media or any of its and their respective Affiliates hereunder;

(b) the Excluded Assets; and

(c) the Excluded Liabilities.

Section 12.04 Notification of Claims.

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

(b) If the Indemnified Party shall notify the Indemnifying Party of any claim pursuant to Section 12.04(a), the Indemnifying Party shall have the right to employ counsel of its choosing to defend any such claim asserted by any third party against the Indemnified Party for so long as the Indemnifying Party shall continue in good faith to diligently defend against such claim. The Indemnified Party shall have the right to participate in the defense of any such claim at its own cost and expense. The Indemnifying Party shall notify the Indemnified Party in writing, as promptly as reasonably possible after the date of the notice of claim given by the Indemnified Party to the Indemnifying Party under Section 12.04(a), of its election to defend in good faith any such third party claim. So long as the Indemnifying Party is defending in good faith any such claim

asserted by a third party against the Indemnified Party, the Indemnified Party shall not settle or compromise such claim without the written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned or delayed, and the Indemnified Party shall make available to the Indemnifying Party or its agents all records and other material in the Indemnified Party's possession reasonably required by it for its use in contesting any third party claim. In the event (i) the Indemnifying Party elects not to defend such claim, (ii) the Indemnifying Party elects to defend such claim but fails to diligently defend such claim in good faith, (iii) the Indemnified Party reasonably shall have concluded (upon advice of its counsel) that there may be one or more legal or equitable defenses available to such Indemnified Party or other Indemnified Parties that are not available to the Indemnifying Parties, or (iv) the Indemnified Party reasonably shall have concluded (upon advice of its counsel) that, with respect to such claims, the Indemnified Party and the Indemnifying Parties have an actual conflict of interest, or that an actual conflict of interest is reasonably likely to exist, the Indemnified Party shall have the right to conduct the defense thereof and to settle or compromise such claim or action without the consent of the Indemnifying Party, except that with respect to the settlement or compromise of such a claim, the Indemnified Party shall not settle or compromise any such claim without the consent of the Indemnifying Party (such consent not to be unreasonably withheld, conditioned or delayed), unless (x) the Indemnifying Party is given a full and complete release of any and all liability by all relevant parties relating thereto, (y) the Indemnifying Party has no obligation to pay any monetary damages and (z) such settlement does not impose an injunction or other equitable relief to the Indemnifying Party. If any of the foregoing clauses (i) – (iv) in the immediately preceding sentence apply, and the Indemnifying Parties do not defend any claim, then the Indemnified Party shall proceed diligently to defend such matter with the assistance of counsel (with counsel selected by the Indemnifying Party) and shall be entitled to be reimbursed for all reasonable costs, expenses and fees incurred by the Indemnified Party in the defense of such matter.

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

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

(a) Notwithstanding anything contained herein to the contrary, the amount of any Losses incurred or suffered by an Indemnified Party shall be calculated after giving effect to (i) any insurance proceeds received by the Indemnified Party (or any of its Affiliates) with respect to such Losses and (ii) any recoveries obtained by the Indemnified Party (or any of its Affiliates) from any other third party, in each case, net of reasonable costs and expenses incurred in obtaining such proceeds and recoveries. Each Indemnified Party shall exercise reasonable best efforts to obtain such proceeds, benefits and recoveries (collectively, "Proceeds"). If any such Proceeds are received by an Indemnified Party (or any of its Affiliates) with respect to any Losses after an



Indemnifying Party has made full payment to the Indemnified Party with respect thereto, the Indemnified Party (or such Affiliate) shall promptly pay to the Indemnifying Party the amount of such Proceeds (up to the amount of the Indemnifying Party's payment). With respect to any Losses incurred or suffered by an Indemnified Party, the Indemnifying Party shall have no liability for any Losses to the extent that the same Losses have already been recovered by the Indemnified Party from the Indemnifying Party (because the Indemnified Party may only recover once in respect of the same Loss).

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

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

Section 12.06 Computation of Indemnifiable Losses. Any calculation of Losses for purposes of this Article XII shall be reduced to account for any actual cash Tax benefits arising from the Loss in any year in which an indemnification payment is made with respect to such Loss or in any prior year.

Section 12.07 Remedies Generally. No party shall have any liability to any other party under this Agreement or under any circumstances for special, indirect, consequential, punitive or exemplary damages, except for (a) indirect or consequential damages that are reasonably foreseeable or (b) any damages to the extent payable to a third party. Nothing contained in this Agreement shall relieve or limit the liability of either party from any liability or Losses arising out of or resulting from actual fraud or intentional breach in connection with the transactions contemplated in this Agreement or the Ancillary Agreement.

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

### **Article XIII**

#### **GENERAL PROVISIONS**

Section 13.01 Expenses. Except as may be otherwise specified herein (including, but not limited to, Section 11.02), all costs and expenses, including fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred. Notwithstanding anything to the contrary in this Agreement, Buyer shall reimburse Sinclair for any expenses incurred by Sinclair, Tribune or any of their respective Affiliates following the date hereof that were not otherwise reimbursed by the

FCC, with respect to the reassignment of broadcast television stations to new channels conducted in connection with that certain broadcast incentive auction conducted by the FCC under Section 6403 of the Middle Class Tax Relief and Job Creation Act (Pub. L. 112-96 § 6403, 126 Stat. 156, 225-230 (2012)), the results of which were announced by that certain public notice titled “Incentive Auction Closing and Channel Reassignment” (DA 17-314), released by the FCC on April 13, 2017.

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

If to Sinclair:

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

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

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

and

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

If to Buyer:

Standard Media Group LLC  
c/o Standard General L.P.  
767 5th Ave, 12<sup>th</sup> Floor  
New York, NY 10153  
Attention: General Counsel  
Fax: (212) 257-4709

Email: GSteiner@standgen.com

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

Pillsbury Winthrop Shaw Pittman LLP  
1200 Seventeenth Street NW  
Washington, DC 20036  
Attention: Scott Flick  
Fax: (202) 663-8167  
Email: scott.flick@pillsburylaw.com

and

Pillsbury Winthrop Shaw Pittman LLP  
1540 Broadway  
New York, NY 10036  
Attention: Stephen Amdur  
Fax: (212) 881-9069  
Email: Stephen.amdur@pillsburylaw.com

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

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

Section 13.05 Entire Agreement. This Agreement, the Ancillary Agreements, the Disclosure Schedules, and the Confidentiality Agreements constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersede all prior agreements and undertakings, both written and oral, between Sinclair and Buyer with respect to the subject matter hereof and thereof, except as otherwise expressly provided herein.

Section 13.06 Successors and Assigns.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Sinclair may not assign its rights or

obligations under this Agreement without Buyer's prior written consent and Buyer may not assign its rights or obligations under this Agreement without Sinclair's prior written consent; provided, that (i) Sinclair may assign all or any portion of its rights and obligations hereunder to an Affiliate without Buyer's prior written consent; provided, that, no such assignment shall relieve Sinclair of its obligations hereunder; (ii) Sinclair and Buyer may each assign all or any portion of its rights and obligations hereunder pursuant to Section 13.06(b), and (iii) Buyer or its Affiliates may assign Buyer's rights and obligations hereunder to one or more lenders as collateral.

(b) Each of Sinclair and Buyer shall have the right to assign its respective rights under this Agreement (but without release of its respective obligations herein and without release of the other party's obligations herein) to a third party who may act as a "qualified intermediary" or an "exchange accommodation titleholder" with respect to this Agreement in accordance with the provisions of Section 1031 of the Code, the Treasury Regulations promulgated thereunder, and any corresponding state or local income Tax Laws (such assignment and related transactions, a "Like-Kind Exchange"). If either party elects to engage in a Like-Kind Exchange, the party so electing (the "Electing Party") shall notify the other party of its election in writing no later than five (5) days prior to the Closing, identifying those Purchased Assets that it intends to qualify as part of the Like-Kind Exchange. The Electing Party shall bear its own expenses in connection with any such election to engage in a Like-Kind Exchange. Each of Sinclair and Buyer, as the case may be, shall cooperate fully with the Electing Party, and take any action reasonably requested in writing by the Electing Party, in connection with enabling the transactions to qualify in whole or in part as a Like-Kind Exchange; provided, however, that such actions do not impose any liabilities, including any unreimbursed monetary obligations or costs, on Sinclair or Buyer and does not release Buyer or Sinclair from its obligations under this Agreement, as the case may be, and that the Electing Party shall promptly reimburse the other party for any third-party costs reasonably incurred in connection with such election, including as the result of any subsequent review of such election by any Governmental Authority or any attendant Tax consequences.

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

Section 13.08 No Third-Party Beneficiaries. Except as expressly provided in this Agreement, this Agreement is for the sole benefit of the parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement; provided, that notwithstanding the foregoing, following the Closing, the Seller Indemnified Parties and Buyer Indemnified Parties shall be express third-party beneficiaries of Article XII; provided, further, that the parties specifically acknowledge and agree that the Committed Lender Protection Provisions are intended to be for the express benefit of the Committed Lenders and may be enforced by such Committed Lenders.

Section 13.09 Amendments and Waivers.

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

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

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

(d) Notwithstanding anything to the contrary contained herein, Section 5.05, Section 11.04, Section 13.08, this Section 13.09, Section 13.10, Section 13.11, Section, 13.12, Section 13.14 (each of the foregoing, together with the related definitions or other provisions of this Agreement to the extent a modification thereof would serve to modify the substance of such provisions, collectively, the “Committed Lender Protection Provisions”) may not be amended, modified, waived or terminated in a manner adverse in any respect to any Committed Lender without the prior written consent of such Committed Lender.

Section 13.10 Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to conflicts of laws principles that would result in the application of the Law of any other state. Notwithstanding the foregoing, all matters relating to the interpretation, construction, validity and enforcement (whether at law, in equity, in contract, in tort, by statute or otherwise) against any of the Committed Lenders in any way relating to the Debt Financing, this Agreement or any of the transactions contemplated hereby or thereby, including any dispute arising out of or relating to the Debt Financing or the Debt Commitment Letter, shall be exclusively governed by, and construed in accordance with, the domestic Law of the State of New York without giving effect to any choice or conflict of law provision or rule whether of the State of New York or any other jurisdiction that would cause the application of Law of any jurisdiction other than the State of New York. In addition, each of the parties (a) consents to submit itself, and hereby submits itself, to the personal jurisdiction of the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, and agrees not to plead or claim any objection to the laying of venue in any such court or that any judicial proceeding in any such court has been brought in an inconvenient forum, (c) agrees that it will not bring any action relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the Court of Chancery of the State of Delaware and any federal court located in the State of Delaware, or, if neither of such courts has

subject matter jurisdiction, any state court of the State of Delaware having subject matter jurisdiction, and (d) consents to service of process being made through the notice procedures set forth in Section 13.02, which service of process will be deemed made on the third (3<sup>rd</sup>) day following delivery of such notice. Notwithstanding the foregoing, each of the parties agrees that it will not bring or support any action against the Committed Lenders under the Debt Commitment Letter, including any dispute arising out of or relating in any way to the Debt Commitment Letter or the performance thereof, in any forum other than exclusively in federal court sitting in the State of New York, Borough of Manhattan in the City of New York.

#### Section 13.11 Remedies; Specific Performance.

(a) The rights and remedies of the parties shall be cumulative with and not exclusive of any other remedy conferred hereby. Subject to Section 13.11(b) and Section 13.11(c), the parties agree that irreparable damage would occur and that the parties would not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement, including the obligations to consummate the transactions contemplated hereby, in the Court of Chancery of the State of Delaware or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any federal court located in the State of Delaware without proof of actual damages or otherwise (and each party hereby waives any requirement for the securing or posting of any bond in connection with such remedy), this being in addition to any other remedy to which they are entitled at law or in equity. The parties' rights in this Section 13.11 are an integral part of the transactions contemplated hereby and each party hereby waives any objections to any remedy referred to in this Section 13.11. Notwithstanding anything to the contrary contained herein, Sinclair (on behalf of itself, Tribune and their respective Representatives) agrees that neither it nor any of Tribune and their respective Representatives shall have any rights or claims against any Committed Lender in connection with this Agreement, the Financing or the transactions contemplated hereby or thereby, whether at law or equity, in contract, in tort or otherwise.

(b) Subject to Section 13.11(c), it is explicitly agreed that Sinclair is entitled to specific performance under the Equity Commitment Letter to cause the Equity Provider to fund or cause to be funded the Equity Financing to fund the transactions contemplated by this Agreement and consummate the Closing only in the event that (i) all conditions in Section 10.01 and Section 10.03 have been satisfied or waived by Buyer (other than those required to be satisfied or waived at Closing, and which are, at the time Sinclair seeks specific performance pursuant to this Section 13.11(b) capable of being satisfied or waived if the Closing were to occur at such time), (ii) the financing provided for by the Debt Commitment Letter (or, if replacement financing is being used in accordance with Section 6.06 pursuant to the commitments with respect thereto) is available or will be made available at the Closing if the Equity Financing is funded at the Closing and (iii) Sinclair has irrevocably confirmed by notice to Buyer in writing that all conditions set forth in Section 10.02 have been satisfied (other than those required to be satisfied at Closing, but subject to the satisfaction or waiver of such conditions at Closing, or that it has irrevocably waived any unsatisfied conditions in Section 10.02 for purposes of consummating the Closing) and Sinclair is

ready, willing and able to effect the Closing on the date of such notice and that if specific performance is granted and the Equity Financing and the Debt Financing is funded, then the Closing will occur.

(c) In the event that Sinclair brings an action for specific performance pursuant to Section 13.11(b), and a court rules that Buyer breached this Agreement in connection with its failure to effect the Closing in accordance with this Agreement, but such court declines to enforce specifically the obligations of Buyer to effect the Closing in accordance with this Agreement, then, in addition to the right of Sinclair to terminate this Agreement pursuant to, and subject to the conditions set forth in, Sections 11.01(c)(i) or 11.01(c)(iii), Sinclair shall be entitled to payment of the Buyer Termination Fee in accordance with the terms, and subject to the conditions set forth herein and if Sinclair shall be awarded a grant of specific performance pursuant to this Section 13.11, Buyer shall pay or cause to be paid Sinclair's reasonable, documented, out-of-pocket costs and expenses (including reasonable attorneys' fees) in connection with such actions with respect to specific performance under this Section 13.11 and such actions to collect such costs and expenses. For the avoidance of doubt, in no event shall the exercise of Sinclair's right to seek specific performance pursuant to this Section 13.11 reduce, restrict or otherwise limit Sinclair's right to terminate this Agreement pursuant to Section 11.01 and/or seek payment of the Buyer Termination Fee; provided, that while Sinclair may pursue both a grant of specific performance under this Section 13.11 and seek payment of the Buyer Termination Fee by Buyer under Sections 11.01(c)(i) or 11.01(c)(iii), under no circumstances shall Sinclair be permitted or entitled to receive both a grant of specific performance and any monetary damages in connection with this Agreement or any termination of this Agreement, including all or any portion of the Buyer Termination Fee.

Section 13.12 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (INCLUDING THE FINANCING UNDER THE DEBT COMMITMENT LETTER), INCLUDING BUT NOT LIMITED TO ANY ACTION ARISING OUT OF OR RELATED TO ANY FINANCING FOR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 13.13 Counterparts. This Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original but both of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or e-mail shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 13.14 Committed Lenders. Subject to the rights of the parties to the Debt Commitment Letter under the terms thereof, none of Sinclair, Tribune or any of their Subsidiaries related to the Business shall have any rights against any Committed Lender, solely in their respective capacities as lenders or arrangers or investors in connection with the Debt Financing. For the avoidance of doubt, subject to the rights of Buyer under the Debt Commitment Letter under the terms thereof, none of the Committed Lenders, nor or any of the respective Affiliates, directors, officers, employees, agents and Representatives, and no past, present or future director, officer, employee, incorporator, member, partner, stockholder, agent, attorney or Representative of any

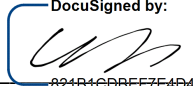
such Committed Lender shall have any liability for any obligations or liabilities of any party hereto under this Agreement based on, in respect of, or by reason of (or in any way relating to), the transactions contemplated hereby, including any dispute arising out of or relating in any way to the Debt Commitment Letter, the transactions contemplated thereby or the performance thereof.

[SIGNATURE PAGE FOLLOWS]



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

Sinclair Television Group, Inc.

By:  DocuSigned by:  
021B16BDEF7E4D4...  
Name: Chris Ripley  
Title: CEO

STANDARD MEDIA GROUP LLC

By: 

Name: Soohyung Kim

Title: Chief Executive Officer of its Manager