

Exhibit E

FORM OF OPTION AGREEMENT

[See attached]

EXHIBIT E

OPTION AGREEMENT¹

THIS OPTION AGREEMENT (this “*Agreement*”) is made and entered into as of [•][•], 202[•] (the “*Effective Date*”), by and between Scripps Media, Inc., a Delaware corporation (together with its successors and permitted assigns, “*Option Holder*”) and Inyo Broadcast Holdings, LLC, a Nevada limited liability company (together with its successors and permitted assigns, “*Grantor*”). Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Grantor acquired certain assets from Option Holder pursuant to that certain Asset Purchase Agreement, dated as of September [•], 2020, by and between Grantor, on the one hand, and Option Holder and Scripps Faraday Inc., a Delaware corporation and wholly-owned subsidiary of Option Holder, on the other hand (the “*Purchase Agreement*”);

WHEREAS, Grantor is the Federal Communications Commission (the “*FCC*”) licensee of the television station [CALL LETTERS], [COMMUNITY], [STATE] (Facility ID No. [____]) (the “*Station*”) and the owner of other assets used or useful in the operation of the Station;

WHEREAS, Grantor and [Option Holder / an affiliate of Option Holder] are parties to a Network Affiliation Agreement dated as of the date hereof and as may be amended in accordance therewith from time to time (the “*Network Affiliation Agreement*”); and

WHEREAS, Grantor desires to grant Option Holder, and Option Holder desires to acquire from Grantor, an option to purchase, at Option Holder’s election, all of the Grantor’s assets relating to the Station on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. ***Option Grant.*** Grantor hereby gives, grants, transfers, and conveys to Option Holder, and Option Holder’s successors and assigns, the sole and exclusive right, privilege, and option to purchase (the “*Option*”), on the terms and conditions hereinafter set forth, all of the assets, properties, and rights of every nature, kind, and description, whether tangible or intangible, real, personal or mixed, accrued or contingent (including goodwill), wherever located and whether now-existing or hereafter acquired prior to the Option Closing Date (defined in Section 4(b)(vii)) relating to or used or held for use in connection with the operation of the Station (other than the

¹ Note to Draft: This draft represents the form to purchase the assets with respect to an individual Station. Parties to discuss and mutually agree upon mechanics for exercise of options, i.e. if FCC relief allows for Scripps to exercise some but not all of the options up to a national cap, which stations are to be included. Parties to address the necessity that any partial exercise must be made consistent with Inyo’s financing and not result in an adverse event with respect to the financing including termination, acceleration, event of default, a material delay or other adverse impact to the terms of such financing.

Excluded Assets), including, without limitation, the following assets (and collectively referred to as the “**Station Assets**”) (the consummation of which purchase, following exercise in accordance with the terms and conditions hereof, is hereinafter referred to as the “**Option Closing**”):

(a) All of the licenses, construction permits, and other authorizations issued by the FCC for the operation of the Station, including any renewals, extensions, or modifications thereof and additions thereto (collectively, the “**FCC Licenses**”);

(b) All antenna, transmitters, transmission equipment, computers, motor vehicles, furniture, fixtures, furnishings, tools, parts and supplies, inventory, telecommunications equipment and all other items of tangible personal property owned or leased by Grantor and relating to or used or held for use in connection with the operation of the Station (collectively, the “**Tangible Personal Property**”);

(c) All of the contracts and other agreements relating to the ownership and operation of the Station (collectively, the “**Station Contracts**”), including leases or similar contracts or agreements under which Grantor is a lessee of or occupies, for use in connection with the operation of the Station, any real property (each such lease, contract, or agreement, a “**Real Property Lease**”, and the property leased under the Real Property leases, the “**Leased Real Property**”);

(d) All of the intangible personal property, including but not limited to all intellectual property and the Station call signs, owned by Grantor relating to or used or held for use in connection with the operation of the Station (collectively, the “**Intangible Property**”);

(e) All receivables (including accounts receivable, loans receivable and advances) arising from or related to the Station;

(f) All credits, cash reserves, prepaid expenses, advance payments, security deposits, escrows and other prepaid items of Grantor arising from or related to the Station;

(g) All books, records, ledgers, files, literature, or other similar information of the Grantor that relate primarily to the Station (in any form or medium), including the FCC required logs, files, and records, including the Station’s complete public inspection files (but excluding the organization documents, minute and stock record books and corporate seals of the Grantor); and

(h) All goodwill and going concern value associated with the Station.

2. **Option Period.** The Option shall be effective commencing on the Effective Date and ending on the seventh anniversary of the Effective Date (the “**Option Period**”); *provided, however,* that the Option Period shall be extended automatically without any further action by Option Holder or Grantor if the Network Affiliation Agreement is then in effect and the Option Period shall thereafter continue until the date on which the Network Affiliation Agreement is terminated in accordance with its terms.

3. ***Exercise of Option; Withdrawal.***

(a) Option Holder may exercise the Option at any time during the Option Period by delivery of written notice thereof (the “***Exercise Notice***”) to Grantor, and Grantor shall be obligated to enter into the transactions to be consummated hereunder at the Option Closing, subject to the provisions of Sections 8 and 9 hereof, and Section 3(c) below.

(b) Following delivery of the Exercise Notice, Grantor and the Option Holder shall each use their respective commercially reasonable efforts to take, or cause to be taken, all appropriate action, and to do, or cause to be done, and to assist and cooperate in doing, all things necessary, proper, or advisable to consummate the Option Closing, including, without limitation, in connection with (i) the parties’ obligations in Section 24, and (ii) obtaining all necessary consents or approvals required under any Station Contract.

(c) Option Holder may withdraw any Exercise Notice prior to the Option Closing by written notice to Grantor of such withdrawal. No such withdrawal (and no withdrawal of any subsequent Exercise Notice) will affect Option Holder’s right subsequently to exercise the Option by delivering to Grantor during the Option Period one or more other Exercise Notices. In event of such withdrawal, Option Holder shall reimburse Grantor for its documented, reasonable out-of-pocket legal, accounting and other transaction-related costs and expenses incurred in connection with the potential consummation of the transactions contemplated hereby within ten (10) business days of receipt by Option Holder of all such documentation.

4. ***Purchase Price and Contemplated Transactions.***

(a) ***Purchase Price.*** At the Option Closing, and pursuant to the terms and subject to the conditions set forth in this Agreement, Option Holder shall pay to Grantor an amount equal to the Purchase Price (as defined on ***Schedule 4(a)*** hereto) by federal wire transfer of same-day funds pursuant to wire instructions delivered to Option Holder by Grantor at least two business days prior to the Option Closing Date (or such other method of funds transfer as may be agreed upon by Option Holder and Grantor).

(b) ***Purchase of Station Assets.***

(i) ***Transfer of Station Assets.*** Grantor shall, at the Option Closing, sell, assign, transfer, convey and deliver to Option Holder all right, title and interest of Grantor in and to the Station Assets free and clear of all liens, claims and encumbrances (“***Liens***”), except for liens for taxes not yet due and payable and any other liens expressly identified and agreed to by the parties in writing (collectively, “***Permitted Liens***”).

(ii) ***Excluded Assets.*** Notwithstanding anything to the contrary herein, the Station Assets shall not include the following (the “***Excluded Assets***”):

(A) All cash, cash equivalents and securities or other investments of the Grantor, including without limitation, certificates of deposit, commercial paper or treasury bills;

(B) All bank, money market and other depository or similar accounts of the Grantor;

(C) All corporate or organizational records, or records relating to taxes (other than those records and returns related to personal and real property taxes with respect to the Station Assets) and minute books of the Grantor;

(D) All assets used in the operation of any other station (other than the Station) or business unit owned or operated by the Grantor; and

(E) The assets and rights expressly set forth on Schedule 4(b)(ii).

(iii) ***Assumption of Obligations.*** In connection with the purchase and sale of the Station Assets and other than with respect to Excluded Assets, at the Option Closing, Option Holder shall assume (A) all liabilities and obligations under the Station Contracts validly assigned to Option Holder to the extent attributable to any period from and after the Option Closing Date, and (B) all other liabilities and obligations relating to the Station Assets to the extent attributable to any period from and after the Option Closing Date (the “***Assumed Obligations***”). Except for the Assumed Obligations, Option Holder does not assume, and will not be deemed by the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby to have assumed, any other liabilities or obligations of the Grantor (the “***Excluded Liabilities***”).

(iv) ***Prorations.*** The parties agree to prorate all expenses arising out of the operation of the Station which are incurred, accrued, or payable, as of the Option Closing Date, so that Grantor shall be entitled to all income and responsible for all expenses and costs allocable for the period prior to the Option Closing Date, and Option Holder shall be entitled to all income and responsible for all expenses and costs allocable for the period on and after the Option Closing Date. The prorations shall, insofar as feasible, be determined and paid on the Option Closing Date, with final settlement and payment to be made within forty-five (45) days after the Option Closing Date. In the event of any disputes between the parties as to such prorations and adjustments, the amounts not in dispute shall nonetheless be prorated at the Closing, and such disputes shall be determined by an independent certified public accountant or other party mutually acceptable to the Parties whose determination shall be final. The fees and expenses of such accountant or other party shall be paid one-half by Option Holder and one-half by Grantor.

(v) ***Allocation.*** The Purchase Price, the Assumed Obligations, and all other adjustments thereto shall be allocated among the Station Assets transferred under this Agreement in a manner consistent with Section 1060 of the Internal Revenue Code of 1986, as amended (the “***Code***”), and Treasury regulations promulgated thereunder, and any similar provision of state or local law (the “***Allocation***”). Within one hundred and twenty (120) calendar days of the Option Closing Date, Option Holder shall prepare the Allocation and submit such Allocation to Grantor for its review and comment. Thereafter the Option Holder and Grantor shall work in good faith to agree on a final Allocation. To the extent Option Holder and Grantor agree to an allocation of the Purchase Price, the Assumed Obligations and all other adjustments thereto among the Station Assets transferred under this Agreement, Option Holder and Grantor agree to report, act and file tax returns (including, without limitation, the Internal Revenue Service Form 8594 or successor form) in all respects and for all purposes consistent with such agreed-upon

allocation; neither Option Holder nor Grantor shall take any position (whether in audits, tax returns or otherwise) that is inconsistent with the agreed-upon allocation unless required to do so by applicable law.]²

(vi) **Transfer Taxes.** Grantor and Option Holder shall each pay one-half of, when due, all sales and other taxes imposed upon the assignment, conveyance, delivery, sale and transfer of the Station Assets pursuant to this Agreement or otherwise relating to the transactions contemplated by this Agreement.

(vii) **Option Closing.** Upon the exercise of the Option, the Option Closing shall take place no later than three (3) business days after the satisfaction or, to the extent permissible by law, the waiver (by the party for whose benefit the closing condition is imposed) of, the conditions specified in Sections 8 and 9 hereof, or on such date as the parties may otherwise mutually agree upon in writing (the “**Option Closing Date**”).

5. **[Representations and Warranties of Grantor.]**³ Grantor hereby represents and warrants to Option Holder as follows:

(a) Grantor is a [_____] corporation/limited liability company] duly formed, validly existing and in good standing under the laws of the State of [_____].

(b) Grantor has the power and authority and full legal capacity to enter into and to perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Grantor has been duly authorized, and this Agreement constitutes a valid and binding obligation of Grantor enforceable against Grantor in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors’ rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) Grantor has good and marketable title to the Station Assets free and clear of Liens, except for Permitted Liens.

(d) Grantor is the holder of the FCC Licenses and such FCC Licenses are valid and in full force and effect. Grantor has fulfilled and performed its obligations under the FCC Licenses. The Station is being operated in accordance with the FCC Licenses and in compliance in all material respects with the Communications Act of 1934, as amended (the “**Communications Act**”), the rules and published policies of the FCC (“**FCC Rules**”). Grantor has filed all material returns, reports, and statements that Grantor is required to file with the FCC. There are no complaints, investigations, proceedings or other actions pending or threatened in writing before the FCC with respect to the FCC Licenses, other than proceedings affecting the broadcast television industry generally.

² Note to Draft: Allocation mechanics subject to further discussion.

³ Note to Draft: Parties to mutually agree upon appropriate reps and warranties (Sections 6 and 7) prior to execution of this Agreement.

(e) All material items of Tangible Personal Property are in normal operating condition, ordinary wear and tear excepted, and are being maintained in material compliance with good engineering practice, industry practices and applicable FCC Rules.

(f) [Schedule 5(f) includes a description of each Real Property Lease. Grantor has good leasehold title to its interests in the Leased Real Property free and clear of Liens, except for Permitted Liens. Grantor is in peaceable possession under each Real Property Lease. To Grantor's knowledge, the Real Property Leases provide Grantor with access to public roads or streets. To Grantor's knowledge, there does not exist any actual or threatened condemnation or eminent domain proceedings, planned public improvements, annexation, special assessments, zoning or subdivision changes, or other material adverse claims affecting any Leased Real Property, and, as of the date hereof, the Grantor has not received any written notice of the intention of any governmental authority or other entity or person to take or use all or any part thereof. To Grantor's knowledge, the Leased Real Property is in compliance in all material respects with all laws or other federal, state, county, provincial, local, or foreign governmental requirements relating to pollution, the protection of human health and the environment, or the discharge or release of any hazardous substance into the environment applicable to the Station.]⁴

(g) There is no action, suit, or proceeding pending or, to Grantor's knowledge, threatened in writing against Grantor in respect of the Station seeking to enjoin the transactions contemplated by this Agreement. To Grantor's knowledge, there are no governmental claims or investigations pending or threatened against Grantor in respect of the Station (except those affecting the broadcasting industry generally).

(h) There are no actions, suits or proceedings by or before any court or any governmental body which are pending or, to the knowledge of Grantor, threatened regarding or disputing the ownership, registrability or enforceability, or use by the Station, of any Intangible Property, nor to the knowledge of grantor is there a reasonable basis for any claim that it does not so own any of such Intangible Property except for Intangible Property that is licensed to Grantor by a third party licensor pursuant to a written license agreement that remains in effect. Neither Grantor nor any of its affiliates is a party to any outstanding order that restricts, in a manner material to the Station, the use or ownership of any Intangible Property. To the knowledge of the Grantor, the Station is not infringing, misappropriating, or otherwise violating any intellectual property owned by any third party.

(i) Neither Grantor nor, to Grantor's knowledge, any other party, is in material breach or default under any Station Contract. Each Station Contract is in full force and effect and constitutes a legal, valid, and binding obligation of Grantor and, to Grantor's knowledge, of each other party thereto (except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other applicable laws from time to time in effect relating to creditors' rights and remedies generally and general principles of equity).

⁴ Note to Draft: Treatment of leases to be determined.

(j) Grantor is in compliance in all material respects with all laws which are applicable to the Station Assets, the Station, or the Assumed Obligations. Grantor has not received any written notice from a governmental body of a material violation of any such laws.

(k) As of the Effective Date and the Option Closing Date (as applicable), Grantor has timely filed or caused to be timely filed all tax returns which are required to be filed by it or has properly filed for extension of time, and all such returns are true and correct in all material respects; all taxes owed by Grantor (whether or not shown or required to be shown on any tax return) have been paid; Grantor has withheld or collected from each payment made to each of its employees, the amount of all taxes required to be withheld or collected therefrom, and has paid the same to the proper tax authorities under applicable law; there are no liens on any of the Station Assets that arose in connection with any failure (or alleged failure) to pay any tax, other than liens for taxes not yet due and payable or being contested in good faith by appropriate procedures.

6. ***Representations and Warranties of Option Holder.*** Option Holder hereby represents and warrants to Grantor as follows:

(a) Option Holder is a [_____] corporation/limited liability company] duly formed, validly existing and in good standing under the laws of the State of [_____].

(b) Option Holder has the power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Option Holder has been duly authorized and this Agreement constitutes a valid and binding obligation of Option Holder enforceable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(c) Upon Option Holder's exercise of the Option, and subject to Section 3(c), (i) Option Holder will be legally, financially and otherwise qualified to be the licensee of, and to acquire, own, operate and control, the Station under the Communications Act and the FCC Rules, including the provisions relating to media ownership and attribution, foreign ownership and control and character qualifications; (ii) no waiver of or exemption from any provision of the Communications Act or the FCC Rules will be necessary for the FCC Consent to be obtained; and (iii) there will be no facts or circumstances related to Option Holder that might reasonably be expected to (A) result in the FCC's refusal to grant the FCC Consent or otherwise disqualify Option Holder as the assignee of the FCC Licenses or as the owner and operator of the Station, (B) materially delay or impede obtaining the FCC Consent or (C) cause the FCC to impose a material condition or conditions on its granting of the FCC Consent.]

7. ***Covenants of Grantor.*** During the Option Period and until the Option Closing, as applicable, unless the Option Holder otherwise agrees in writing, Grantor covenants to:

(a) Maintain insurance on the Station Assets and with respect to the operation of the Station in such amounts and in such nature as in effect on the date hereof;

(b) Operate the Station in all material respects in accordance with the terms of the FCC Licenses, the Communications Act, the FCC Rules, and all other statutes, ordinances, rules and regulations of governmental authorities;

(c) Refrain from taking any action that would cause the FCC Licenses to be revoked, suspended, cancelled, rescinded, terminated or expired;

(d) File all material returns, reports, and statements that Grantor is required to file with the FCC;

(e) Preserve and maintain all Station Assets, including the FCC Licenses, the Tangible Personal Property, the Station Contracts, the Intangible Property, and goodwill, and conduct the business of the Station, in each case, in the ordinary course of business consistent with past practices;

(f) Not mortgage, pledge, subject to any lien or otherwise encumber (or cause any of the foregoing to occur) any of the Station Assets other than in connection with the Financing, other financing, refinancing, including recapitalizations, or equipment financing, which shall be released prior to or at the Option Closing;

(g) Not sell, lease or otherwise dispose of any of the Station Assets in a manner that is inconsistent with this Agreement, except for properties and assets sold or replaced with others of like kind and value in the ordinary course of business consistent with past practices; and

(h) Maintain the Station's carriage on multichannel video programming distributors as set forth in the Network Affiliation Agreement.

8. ***Grantor Option Closing Conditions.*** Following exercise of the Option pursuant to the terms and subject to the conditions of this Agreement, the obligations of Grantor to consummate the Option Closing are subject to satisfaction or waiver, at or prior to the Option Closing, of each of the following conditions:

(a) ***Representations, Warranties and Covenants.*** The representations and warranties of Option Holder made in this Agreement shall be true and correct in all material respects both when made and as of the Option Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Option Holder at or prior to the Option Closing shall have been complied with or performed in all material respects. Grantor shall have received a certificate dated as of the Option Closing Date from Option Holder, executed by an authorized officer of Option Holder, to the effect that the conditions set forth in this Section 8(a) have been satisfied.

(b) ***FCC Consent.*** With respect to any exercise of an Option for the Station Assets, the FCC Consent (as defined in Section 24 below) shall have been obtained and be in effect and no court or governmental order prohibiting the Option Closing shall be in effect.

(c) **No Prohibitions.** No injunction, restraining order or decree of any nature of any governmental authority of competent jurisdiction shall be in effect that restrains or prohibits any party from consummating the transactions contemplated by this Agreement.

(d) **Receipt of Closing Deliveries.** Grantor shall have received the deliverables set forth in Section 10(b).

9. Option Holder Option Closing Conditions. Following exercise of the Option pursuant to the terms and subject to the conditions of this Agreement, the obligations of Option Holder to consummate the Option Closing are subject to satisfaction or waiver, at or prior to the Option Closing, of each of the following conditions:

(a) **Representations, Warranties and Covenants.** The representations and warranties of Grantor made in this Agreement shall be true and correct in all material respects both when made and as of the Option Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Grantor at or prior to the Option Closing shall have been complied with or performed in all material respects. Option Holder shall have received a certificate dated as of the Option Closing Date from Grantor, executed by an authorized officer of Grantor to the effect that the conditions set forth in this Section 9(a) have been satisfied.

(b) **FCC Consent.** With respect to any exercise of an Option for the Station Assets, the FCC Consent shall have been obtained and be in effect and no court or governmental order prohibiting the Option Closing shall be in effect.

(c) **No Prohibitions.** No injunction, restraining order or decree of any nature of any governmental authority of competent jurisdiction shall be in effect that restrains or prohibits any party from consummating the transactions contemplated by this Agreement.

(d) **Receipt of Closing Deliveries.** Option Holder shall have received the deliverables set forth in Section 10(a).

(e) **[Required Consents.** All consents or approvals that, by the terms of any Real Property Lease, are required in order to assign such Real Property Lease(s) to Option Holder shall have been obtained and shall be in full force and effect (the “**Required Consents**”); and Grantor shall have used its commercial best efforts to obtain all other consents or approvals that, by the terms of any Station Contract, are required to assign the Station Contracts to Option Holder, and such consents or approvals obtained shall be in full force and effect.]⁵

10. Option Closing Deliveries.

(a) **Grantor Documents.** At the Option Closing Grantor shall deliver or cause to be delivered to Option Holder:

⁵ Note to Draft: To be determined.

(i) Certified copies of resolutions authorizing the execution, delivery and performance of this Agreement, including the consummation of the transactions contemplated hereby, by Grantor;

(ii) The certificate described in Section 9(a) hereof;

(iii) Executed Bill of Sale in the form attached hereto as ***Exhibit A***;

(iv) Executed counterparts of the Assignment and Assumption Agreement in the form attached hereto as ***Exhibit B***;

(v) Executed Assignment of FCC Licenses in the form attached hereto as ***Exhibit C***;

(vi) Delivery of any Required Consents;

(vii) A duly executed certificate of non-foreign status substantially in the form provided in Treasury Regulations Section 1.1445-2(b)(2)(iv); and

(viii) Such other bills of sale, assignments and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer and assign to Option Holder the Station Assets, free and clear of Liens, except for Permitted Liens;

(b) ***Option Holder Documents.*** At the Option Closing Option Holder shall deliver or cause to be delivered to Grantor:

(i) The certificate described in Section 8(a) hereof;

(ii) The Purchase Price;

(iii) Executed counterparts of the Assignment and Assumption Agreement in the form attached hereto as ***Exhibit B***; and

(iv) Such other documents and instruments of assumption as may be necessary to assume the Assumed Obligations.

11. ***Survival; Exclusive Remedy.***

(a) ***Survival.***

(i) [The representations and warranties in this Agreement shall survive the Option Closing until twelve (12) months after the Option Closing Date; provided, however, that:

(A) The representations and warranties set forth in Sections 5(a) and 6(a) relating to organization and existence, Sections 5(b) and 6(b) relating to authority, and

Section 5(c) and 5(f) relating to title, and any representation in the case of fraud, intentional misrepresentation or intentional breach, shall survive indefinitely; and

(B) The representations and warranties set forth in Section 5(k) relating to taxes and 5(f) relating to environmental shall survive until the close of business on the 180th day following the expiration of the applicable statute of limitations with respect to the liabilities in question (giving effect to any waiver, mitigation, or extension thereof).]⁶

(ii) All of the covenants, agreements, or obligations in this Agreement shall survive the Option Closing until performed.

(b) ***Exclusive Remedy.***

(i) Parties shall use commercially reasonable efforts to obtain a representations and warranties insurance policy prior to the Option Closing (the “RWI Policy”), and each of Grantor and Option Holder shall bear one-half of the applicable premiums in respect thereof.

(ii) Notwithstanding anything to the contrary contained herein, Option Holder agrees that the RWI Policy shall be the sole and exclusive remedy of the Option Holder for any inaccuracy, misrepresentation or breach of any representation or warranty contained in this Agreement other than any claim for fraud. Nothing in this Section 11(b)(ii) or elsewhere in this Agreement shall limit any rights of the Option Holder under the RWI Policy.

12. ***Specific Performance.*** Grantor and Option Holder acknowledge and agree that, due to the unique nature of the subject matter of this Agreement, Option Holder would suffer irreparable damages in the event of breach of this Agreement, which damages could not adequately be compensated except by specific performance of this Agreement. Accordingly, without limiting any other remedy that may be available to Option Holder at law or equity, in the event of a breach by Grantor of this Agreement, it is agreed that Option Holder shall be entitled to temporary and permanent injunctive relief, including, but not limited to, specific performance hereof, without any showing of actual damage or inadequacy of legal remedy, in any proceeding before a court of law with proper jurisdiction to hear the matter, which may be brought to enforce this Agreement. Grantor hereby waive any defense that there is an adequate remedy at law for such breach of this Agreement.

13. ***Further Assurances.*** Subject to the terms and conditions of this Agreement, each of the parties hereto will use all commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper, or advisable under applicable laws and regulations to consummate and make effective the transactions contemplated by this Agreement.

14. ***Amendment and Modification.*** This Agreement may be amended, modified, or supplemented only by written agreement of Grantor and Option Holder.

⁶ Note to Draft: To be determined and mutually agreed upon by the parties.

15. ***Waiver of Compliance; Consents.*** Except as otherwise provided in this Agreement, any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived by the party entitled to the benefits thereof only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliances as set forth in this Section 15.

16. ***Notices.*** All notices, requests, demands and other communications which are required or may be given pursuant to the terms of this Agreement shall be in written or electronic form, and shall be deemed delivered (a) on the date of delivery when (i) delivered by hand or (ii) sent by reputable overnight courier maintaining records of receipt and (b) on the date of transmission when sent by facsimile or other electronic transmission during normal business hours with confirmation of transmission by the transmitting equipment; *provided, however*, that any such communication delivered by facsimile or other electronic transmission shall only be effective if such communication is also delivered by hand or deposited with a reputable overnight courier maintaining records of receipt within two business days after its delivery by facsimile or other electronic transmission. All such communications shall be addressed to the parties at the address set forth in ***Exhibit D***, or at such other address as a party may designate upon ten days' prior written notice to the other party.

17. ***Assignment.*** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but, except as provided for herein, neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by Grantor without the prior written consent of Option Holder. Any attempted assignment by Grantor without the prior written consent of Option Holder shall be null and void. Without the consent of Grantor, Option Holder may at any time assign its rights and obligations under this Agreement to any other party or parties.

18. ***No Third Party Beneficiaries.*** Except as expressly provided herein, this Agreement is not intended to, and shall not, confer upon any other person except the parties hereto any rights or remedies hereunder.

19. ***No Partnership or Joint Venture.*** This Agreement, either separately or together with the Network Affiliation Agreement is not intended to be, and shall not be construed as, an agreement to form a partnership or joint venture between the parties. Except as specifically provided in this Agreement, or as otherwise agreed to in writing by the parties, no party shall be authorized to act as an agent of or otherwise to represent any other party hereto.

20. ***Governing Law.*** The construction and performance of this Agreement shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof.

21. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid or enforceable, 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 any acceptable manner to the end that the transactions contemplated hereby are fulfilled to the greatest extent possible.

22. **Publicity.** Neither Grantor nor Option Holder shall make or issue or cause to be made or issued, any announcement (written or oral) concerning this Agreement or the transactions contemplated hereby for dissemination to the general public without the prior consent of the other party. This provision shall not apply, however, to any announcement or written statement required to be made by law or the regulations of any federal or state governmental agency or any stock exchange, except that the party required to make such announcement shall provide a draft copy thereof to the other party hereto, and consult with such other party concerning the timing and content of such announcement, before such announcement is made.

23. **Public Inspection File; Confidentiality.** To the extent required by the Communications Act or the FCC Rules, each party may file a copy with the FCC and place a copy of this Agreement in its public inspection file and shall consult with and agree upon the confidential and proprietary information herein that shall be redacted from such copy.

24. **FCC Approval.**

(a) Notwithstanding any provision to the contrary herein, Option Holder's rights under this Agreement are subject to the Communications Act and the FCC Rules. As soon as reasonably practicable, but in no event later than ten (10) business days after Option Holder's delivery of the Exercise Notice, the parties shall file the requisite application(s) (the "**FCC Applications**") with the FCC requesting the FCC's written consent to the assignment of the FCC Licenses from Grantor to Option Holder, including, as applicable, any waiver of such FCC Rules as Option Holder may deem appropriate or desirable (a "**Waiver Request**"). The FCC's written consent to the assignment of the FCC Licenses contemplated hereby is referred to herein as the "**FCC Consent**." Each of Grantor and Option Holder shall bear one-half of the applicable filing fees for the FCC Applications.

(b) In connection with the foregoing, each party hereto covenants and agrees to:

(i) File any necessary amendments or modifications to the FCC Applications;

(ii) Provide to Option Holder any information, documents or other materials reasonably requested by Option Holder in connection with the preparation of the FCC Applications, including without limitation any Waiver Request;

(iii) Prosecute the FCC Applications with commercially reasonable diligence and otherwise use their commercially reasonable efforts to obtain a favorable conclusion with regard to the FCC Applications;

(iv) Promptly provide the other with a copy of any pleading, order or other document served on it relating to the FCC Applications;

(v) Oppose any petitions to deny or other objections filed against the FCC Applications and any requests for reconsideration or review of the FCC Applications;

(vi) Otherwise take any other action with respect to the FCC as may be reasonably necessary or reasonably requested by Option Holder in connection with the transactions contemplated hereby; and

(vii) Cooperate in good faith with the other party with respect to the foregoing covenants, all as may be determined by Option Holder to be reasonably necessary or appropriate or advisable in order to consummate the transactions contemplated hereby upon the exercise of the Option.

(c) Notwithstanding any provision to the contrary, in connection with the FCC Consent or otherwise, neither Option Holder nor any of its affiliates shall have any obligation to (i) divest any station, assets, or other direct or indirect interests or (ii) enter into any tolling, assignment and assumption or similar agreements with the FCC to extend the statute of limitations for the FCC to determine or impose a forfeiture penalty against the Station.

25. **Counterparts.** This Agreement may be executed in one (1) or more counterparts each of which shall be deemed to be an original, but all of which together shall constitute one (1) and the same instrument. Any such counterpart signature page may be delivered by electronic means, including by facsimile or email in PDF or other image form, and shall become binding on the delivering Party upon receipt by the other Party.

26. **Headings.** The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Agreement

27. **Entire Agreement.** This Agreement, including the documents delivered pursuant to this Agreement embody the entire agreement and understanding of the parties hereto in respect of the transactions contemplated by this Agreement. The Exhibits and Schedules hereto are an integral part of this Agreement and are incorporated by reference herein. This Agreement supersedes all prior negotiations, agreements, and understandings between the parties with respect to the transactions contemplated by this Agreement and all letters of intent and other writings executed prior to the date hereof relating to such negotiations, agreements, and understandings.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Option Agreement as of the day and year first written above.

GRANTOR:

INYO BROADCAST HOLDINGS, LLC

By: _____
Name:
Title:

OPTION HOLDER:

SCRIPPS MEDIA, INC.

By: _____
Name:
Title:

Exhibit A – Form of Bill of Sale

BILL OF SALE

This Bill of Sale, dated as of [•][•], 20[•][•] (“**Bill of Sale**”), is made, executed and delivered by INYO Broadcast Holdings, LLC (“**Seller**”) in favor of Scripps Media, Inc. (“**Buyer**”).

This Bill of Sale is made pursuant to the exercise of the Option granted by Buyer to Seller pursuant to that certain Option Agreement dated as of [•][•], 202[•] (the “**Option Agreement**”), whereby Seller granted to Buyer an option to purchase certain of the assets used or useful in the operation of television station [CALL LETTERS], [COMMUNITY], [STATE] (Facility ID No. [_____]). Capitalized terms used but not defined in this Bill of Sale shall have the meanings set forth in the Option Agreement.

NOW, THEREFORE, pursuant to the Option Agreement and the exercise of the Option, and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Seller hereby irrevocably sells, conveys, transfers, assigns, and delivers to Buyer all of Seller’s right, title and interest in and to the Station Assets (other than those which are being conveyed to Buyer pursuant to separate assignments) free and clear of Liens other than Permitted Liens.
2. This Bill of Sale shall be binding upon Seller and inure to the benefit Buyer and Buyer’s successors and assigns. Nothing expressed or implied herein is intended to confer upon any person or entity, other than Buyer and Seller and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Bill of Sale.
3. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Buyer and Seller set forth in the Option Agreement, including, without limitation, any limits on indemnification specified therein. This Bill of Sale is subject to and controlled by the terms of the Option Agreement.
4. The construction and performance of this Bill of Sale shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof.
5. Delivery of an executed signature page of this Bill of Sale by facsimile or other electronic transmission shall be effective as delivery of a manually executed original signature page of this Bill of Sale.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

INYO BROADCAST HOLDINGS, LLC

By: _____

Name:

Title:

Exhibit B – Form of Assignment and Assumption Agreement

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “*Assignment and Assumption*”) is made as of [•][•], 20[•], by and between INYO Broadcast Holdings, LLC (“*Assignor*”), and Scripps Media, Inc. (“*Assignee*”).

This Assignment and Assumption is made pursuant to the exercise of the Option granted by Assignee to Assignor pursuant to that certain Option Agreement dated as of [•][•], 202[•] (the “*Option Agreement*”), whereby Assignor granted to Assignee an option to purchase certain of the assets used or useful in the operation of television station [CALL LETTERS], [COMMUNITY], [STATE] (Facility ID No. [_____]). Capitalized terms used but not defined in this Assignment and Assumption shall have the meanings set forth in the Option Agreement.

NOW, THEREFORE, pursuant to the Option Agreement and the exercise of the Option, and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby irrevocably sells, conveys, transfers, and assigns to Assignee all of Assignor’s right, title and interest in and to the Assumed Obligations, free and clear of Liens other than Permitted Liens.
2. Assignee hereby accepts such assignment and assumes and agrees to perform the obligations of Assignor arising under the Assumed Obligations to the extent attributable to any period from and after the date hereof. Assignee does not assume, and will not be deemed by execution and delivery of this Assignment and Assumption, to have assumed any Excluded Liabilities.
3. Notwithstanding anything to the contrary set forth herein, if the terms of any Station Contract require a third-party consent to assignment and such consent has not been obtained, then this Assignment and Assumption shall not constitute an assignment or assumption thereof unless and until such consent is obtained. If such consent is obtained, then this Assignment and Assumption shall be effective to provide for the assignment and assumption thereof without need for further action. Until such consent is obtained, Assignor shall provide Assignee with the benefits of such Station Contract, and Assignee shall perform the obligations of Assignor on Assignor’s behalf arising thereunder after the Option Closing to the extent Assignee receives such benefits.
4. This Assignment and Assumption shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing expressed or implied herein is intended to confer upon any person or entity, other than Assignee and Assignor and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Assignment and Assumption.

5. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Assignee and Assignor set forth in the Option Agreement, including, without limitation, any limits on indemnification specified therein. This Assignment and Assumption is subject to and controlled by the terms of the Option Agreement.
6. The construction and performance of this Assignment and Assumption shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof.
7. Delivery of an executed signature page of this Assignment and Assumption by facsimile or other electronic transmission shall be effective as delivery of a manually executed original signature page of this Assignment and Assumption.
8. This Assignment and Assumption may be signed in any number of counterparts with the same force and effect as if all signatures appeared on one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the day and year first written above.

ASSIGNOR:

INYO BROADCAST HOLDINGS, LLC

By: _____

Name:

Title:

ASSIGNEE:

SCRIPPS MEDIA, INC.

By: _____

Name:

Title:

Exhibit C – Form of Assignment of FCC Licenses

ASSIGNMENT OF FCC LICENSES

This Assignment of FCC Licenses, dated as of [•][•], 20[•][•] (“*Assignment*”), is made, executed and delivered by INYO Broadcast Holdings, LLC (“*Assignor*”) in favor of Scripps Media, Inc. (“*Assignee*”).

This Assignment is made pursuant to the exercise of the Option granted by Assignee to Assignor pursuant to that certain Option Agreement dated as of [•][•], 202[•] (the “*Option Agreement*”), whereby Assignor granted to Assignee an option to purchase certain of the assets used or useful in the operation of television station [CALL LETTERS], [COMMUNITY], [STATE] (Facility ID No. [_____]). Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Option Agreement.

NOW, THEREFORE, pursuant to the Option Agreement and the exercise of the Option, and in consideration of the mutual covenants and agreements contained therein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby irrevocably sells, conveys, transfers, and assigns to Assignee all of Assignor’s right, title and interest in and to the FCC Licenses, and all rights and interests of Assignor thereunder, including, without limitation, all rights in and to the Station’s call letters, together with any renewals or modifications thereof.
2. This Assignment shall be binding upon Assignor and inure to the benefit of Assignee and Assignee’s successors and assigns. Nothing expressed or implied herein is intended to confer upon any person or entity, other than Assignee and Assignor and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of this Assignment.
3. Nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including warranties, covenants, agreements, conditions, representations or, in general, any of the rights and remedies, and any of the obligations, of Assignee and Assignor set forth in the Option Agreement, including, without limitation, any limits on indemnification specified therein. This Assignment is subject to and controlled by the terms of the Option Agreement.
4. The construction and performance of this Assignment shall be governed by the laws of the State of New York without giving effect to the choice of law provisions thereof.
5. Delivery of an executed signature page of this Assignment by facsimile or other electronic transmission shall be effective as delivery of a manually executed original signature page of this Assignment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the day and year first written above.

ASSIGNOR:

INYO BROADCAST HOLDINGS, LLC

By: _____

Name:

Title:

Exhibit D – Notices

If to Option Holder, to:

SCRIPPS MEDIA, INC.
312 Walnut St., 28th Floor
Cincinnati, OH 45202 4067
Attention: William Appleton

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

Brooks Pierce
1700 Wells Fargo Capitol Center
150 Fayetteville Street
Raleigh, NC 27601
P.O. Box 1800 (27602)
Attention: David Kushner
Coe W. Ramsey

If to Grantor:

INYO BROADCAST HOLDINGS, LLC
8905 W. Post Road, Suite 200
Las Vegas, Nevada 89148
Attention: John Chachas
Email: JChachas@methuselahadvisors.com

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

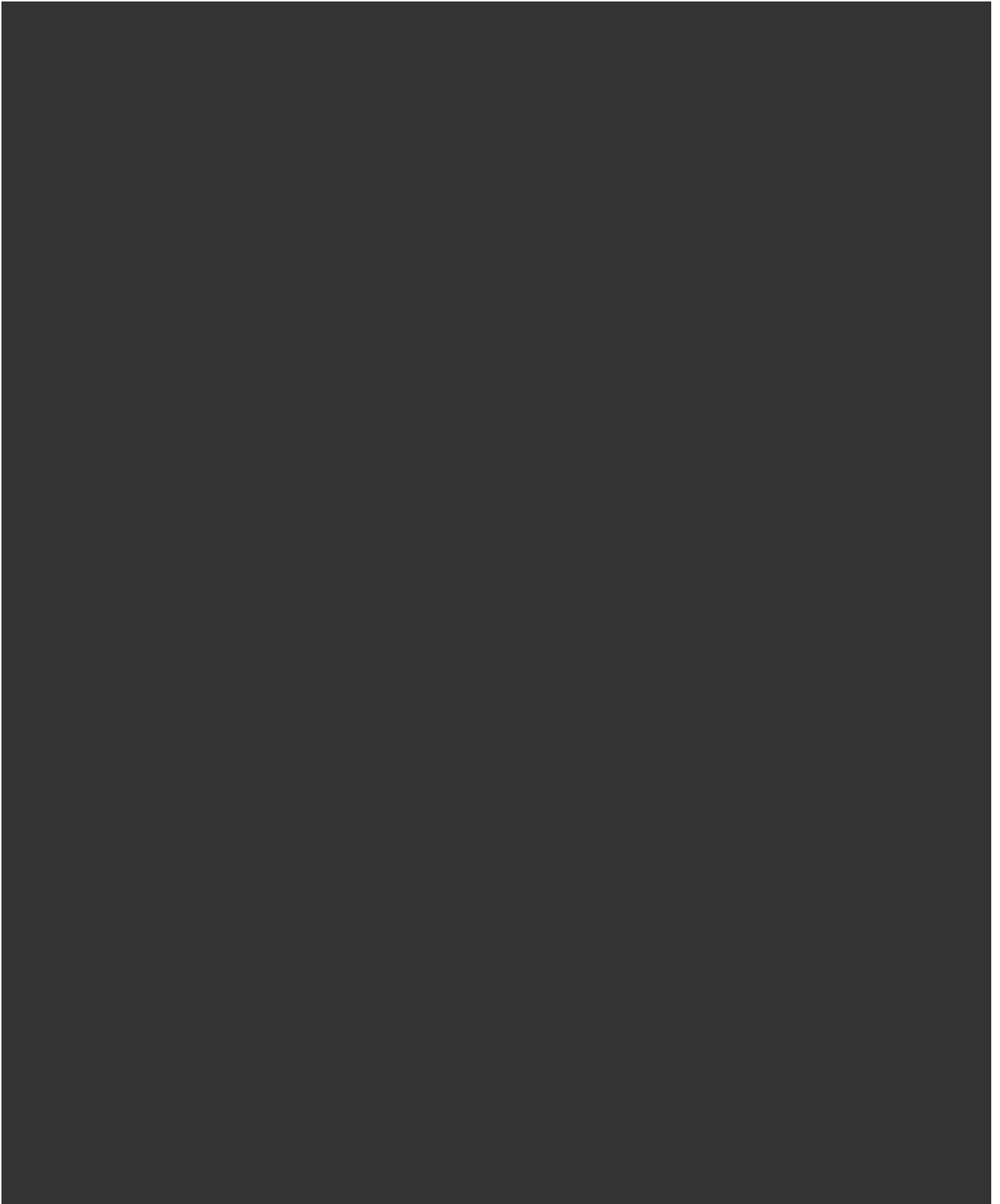
Covington & Burling LLP
850 10th Street NW
Washington, DC 20001
Attention: Matthew DelNero; Mace Rosenstein
Email: MDelnero@cov.com; MRosenstein@cov.com

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

Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, NY 10017
Attention: Gary I. Horowitz; Patrick J. Naughton
E-mails: ghorowitz@stblaw.com; pnaughton@stblaw.com

Schedule 4(a)

Purchase Price



Schedule 4(b)(ii)

Excluded Assets

Schedule 5(f)

Real Property Leases