

## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this “Agreement”) is dated May 5, 2014, by and between Gray Television Group, Inc., (“Buyer”), and Rocky Mountain Broadcasting Company (“Seller”). Seller and Buyer are sometimes referred to herein as the “Parties” and each as a “Party.”

### R E C I T A L S:

A. Seller is the licensee of and owns and operates certain assets used in connection with the business and operations of television station KMTF(TV), Helena, Montana (FCC Facility ID No. 68717) (the “Station”) pursuant to a license issued by the FCC.

B. Simultaneously with the execution and delivery of this Agreement, Buyer and Beartooth Communications Company are entering into an asset purchase agreement for television stations KTVH-DT, Helena, Montana, (FCC Facility ID No. 5290) and KBGF-LP, Great Falls, Montana (FCC Facility ID No. 128063).

C. Seller desires to sell, and Buyer wishes to buy, substantially all of the assets that are used or useful in the operations of the Station, for the price and on the terms and conditions set forth herein.

### A G R E E M E N T S:

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

#### SECTION 1: DEFINITIONS

1.1 Terms Defined in this Section. The following terms, as used in this Agreement, have the meanings set forth in this Section:

“Action” means, for any Person, any action, counterclaim, suit, litigation, arbitration, governmental investigation or other legal, administrative or Tax proceeding, or Judgment, claim, or complaint by or against such Person, excluding any litigation affecting the television broadcasting industry generally in which such Person is not a named party, and any rule-making proceedings.

“Affiliate” of a Person means any Person, which directly or indirectly controls, is controlled by or is under common control with, such Person. The term “control” (including, with correlative meaning, the terms “controlled by” and “under common control with”), as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

“Assets” means all assets, properties and rights, both tangible and intangible, real, personal or mixed that are (i) owned, leased or held by Seller or any of its Affiliates and which are used or held for use in the operation of the Station, and/or (ii) necessary to operate the Business of the Station in a manner consistent with its present operations and with past practices, including the Real Property, Equipment, Licenses, Assumed Contracts, Intellectual Property, Books and Records, choses in action and causes of action relating to the Station, Trade Agreements and the goodwill relating to the Station, plus additions thereto between the date hereof and the Closing Date; *provided, however*, that the Assets shall not include the Excluded Assets.

“Assignment Application” means the applications prepared jointly by Buyer and Seller and filed with the FCC requesting FCC consent to the assignment of the FCC Licenses by Seller to Buyer in the manner contemplated by this Agreement.

“Assumed Contracts” means (i) all Contracts listed in Schedule 3.8 that are designated to indicate that they will be assumed by Buyer upon its purchase of the Station, (ii) Contracts with advertisers for the sale of advertising time on the Station in the ordinary course of business for cash at prevailing rates consistent with past practices and that may be cancelled by Seller without penalty on not more than thirty days’ notice, and (iii) any Contracts entered into by Seller between the date of this Agreement and the Closing Date in compliance with Section 5.1(f) that relate to the business and operations of the Station and that Buyer agrees in writing to assume.

“Books and Records” means all of the books and records of Seller related to the Business (other than any included in the Excluded Assets).

“Business” means the business and operations of Seller relating to the Station.

“Business Day” means any day of the year on which banks are not required or authorized to be closed in the State of Nevada.

“Closing” means the consummation of the assignment, transfer, conveyance and delivery of the Assets and the Purchase Price as contemplated hereunder.

“Closing Date” means the actual date of Closing, which, subject to the terms and conditions of this Agreement, shall occur on a date to be set by Buyer by written notice to Seller, which date shall not be later than ten (10) Business Days after the FCC Consent shall have become a Final Order; provided, that Buyer, at its sole option, may by written notice to Seller elect to set the date of Closing within five (5) Business Days after receipt of the FCC Consent.

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

“Communications Laws” means the Communications Act of 1934, as amended, and the rules, regulations and written decisions and policies of the FCC promulgated pursuant thereto.

“Consents” means the consents, permits or approvals of, notices to, or filings with, any Governmental Authorities and other third parties required to transfer the Assets to Buyer or otherwise to consummate the transactions contemplated hereby.

“Contracts” means the leases, contracts, purchase orders, commitments, understandings and agreements, written or oral, relating to the Station to which Seller is a party, whether oral or written.

“Employees” means the persons employed by Seller on a full or part-time basis with respect to the Business.

“Employee Plan” means (i) any “employee benefit plan” (as defined in Section 3(3) of ERISA), and (ii) any other plan, program, arrangement, agreement or policy, whether written or unwritten, which provides compensation or other benefits, whether deferred or not, in excess of base salary or wages other than overtime pay, including, but not limited to, any bonus or incentive plan, equity-based compensation plan, severance pay plan, paid leave policy, insurance plan, change-in-control or other material fringe benefit plan which, in the case of each of clauses (i) or (ii), is sponsored, maintained, participated in or contributed to by the Seller or an ERISA Affiliate, or under which the Seller or an ERISA Affiliate has, or could have, any liability with respect to any current or former employee, officer, director or independent contractor of Seller or an ERISA Affiliate.

“Enforceability Exceptions” means the exceptions or limitations to the enforceability of contracts under bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally, and by the application of general principles of equity.

“Environmental Law” means the Legal Requirements relating to health, safety or the environment, including the Handling of Hazardous Substances, the presence of Hazardous Substances on any Real Property, or any antipollution requirements.

“Equipment” means the television studio and transmitter site equipment, furniture, motor vehicles, fixtures, furnishings, machinery, computer hardware, antennas, transmitters and other personal property used or held for use by Seller in the operation of the Station, plus additions thereto between the date hereof and the Closing Date.

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

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

“Excluded Assets” means (i) all cash and cash equivalents of Seller, (ii) all Receivables, (iii) all bonds, letters of credit, surety instruments and other similar items, (iv) all insurance policies of Seller related to the Station, (v) books and records pertaining to Seller’s corporate organization, (vi) all Employee Plans, (vii) all Contracts that are not Assumed Contracts, (viii) all assets used exclusively in the operation of or provision of services to any other broadcast television station owned by Seller, and (ix) any such additional assets as are set forth in Schedule 1.1A hereto.

“FCC” means the Federal Communications Commission.

“FCC Consent” means one or more actions by the FCC granting the Assignment Application.

“FCC Licenses” means the Licenses issued or granted by the FCC to Seller relating to the operation of the Station, including but not limited to all low power, translator and auxiliary stations associated with the Station, all as set forth on Schedule 3.7.

“Final Order” means the FCC Consent that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay, and the time for filing any such request and the time for the FCC to set aside the action on its own motion have expired.

“GAAP” means United States generally accepted accounting principles as currently in effect.

“Governmental Authority” means any court or any federal, state, county, municipal, local or foreign governmental, legislative or regulatory body, agency, department, authority, instrumentality or other subdivision thereof, including the FCC.

“Handling” means the production, use, generation, storage, treatment, recycling, disposal, discharge, release or other handling or disposition of any kind of any Hazardous Substances.

“Hazardous Substance” means any pollutant, contaminant, hazardous or toxic substance, material, constituent or waste or any pollutant that is labeled or regulated as such by any Governmental Authority pursuant to an Environmental Law.

“Indebtedness” means, with respect to any Person, without duplication, (a) all obligations of such Person for borrowed money or with respect to deposits or advances of any kind, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments, (c) all obligations of such Person upon which interest charges are customarily paid (other than trade payables incurred in the ordinary course of business consistent with past practices which are not yet overdue), (d) all obligations of such Person under conditional sale or other title retention agreements relating to any property purchased by such Person, (e) all obligations of such Person issued or assumed as the deferred purchase price of property or services (excluding obligations of such Person to creditors for raw materials, inventory, services and supplies incurred in the ordinary course of business consistent with past practices), (f) all lease obligations of such Person that are (or that should be in accordance with GAAP) capitalized on the books and records of such Person, (g) all obligations of others secured by a Lien on property or assets owned or acquired by such Person, whether or not the obligations secured thereby have been assumed, (h) all obligations of such Person under interest rate, currency or commodity derivatives or hedging transactions, (i) all letters of credit or performance bonds issued for the account of such Person and (j) all guarantees and arrangements having the economic effect of a guarantee of such Person of any Indebtedness of any other Person.

“Intellectual Property” means all call letters, trademarks, trademark registrations, service marks, service names, brand names, jingles, slogans, trade names, copyrights, licenses, patents, pending trademark and patent applications, logos, domain names (together with any expiration

dates, if applicable) and other intellectual property rights of Seller that are used or held for use in connection with the Station, plus additions thereto between the date hereof and the Closing Date.

“Judgment” means any judgment, writ, order, injunction, determination, award or decree of or by any court, judge, justice or magistrate, including any bankruptcy court or judge, and any order of or by a Governmental Authority.

“knowledge” or “to the knowledge” of a Party (or similar phrases) means actual knowledge of a fact, or constructive knowledge if a reasonably prudent person in a like position would have known, or should have known, the fact.

“Legal Requirement” means any statute, ordinance, code, law, rule, regulation, permit or permit condition, Judgment, or other requirement, standard or procedure enacted, adopted or applied by any Governmental Authority.

“Liabilities” means debts, claims, obligations, commitments or liabilities of a Person of any kind or nature whatsoever, absolute, accrued, contingent or otherwise, whether known or unknown, asserted or unasserted, choate or inchoate, matured or unmatured, liquidated or unliquidated, or secured or unsecured.

“Licenses” means the licenses, permits, franchises, registrations, authorizations, consents or approvals issued by the FCC or any other Governmental Authority to Seller relating to the operation of the Station plus additions thereto between the date hereof and the Closing Date.

“Lien” means any lien, pledge, charge, easement, security interest, mortgage, deed of trust, right-of-way or other encumbrance.

“Material Adverse Effect” means any event, circumstance or condition that, individually or when aggregated with all other similar events, circumstances or conditions (regardless of whether or not any such event, circumstance or condition constitutes a breach of the representations, warranties or covenants made by Seller in this Agreement), would reasonably be expected to have a material adverse effect on: (i) with respect to Seller, the assets, liabilities, properties, operations, prospects, condition (financial or otherwise) or results of operations of the Business or a Station, or the ability of Seller to consummate the transactions contemplated by this Agreement, and (ii) with respect to Buyer, the ability of Buyer to consummate the transactions contemplated by this Agreement; *provided, however*, that Material Adverse Effect shall not include any effect to the extent arising out of or resulting from (x) any effect affecting the economy of the United States generally, including changes in the United States or foreign credit, debt, capital or financial markets (including changes in interest or exchange rates) or the economy of any town, city, region or country in which the Station conduct business, only to the extent that the effect thereof are not disproportionately adverse to or on the Station or the Business, (y) general changes or developments in the broadcast television industry to the extent that the effect thereof are not disproportionately adverse to or on the Station or the Business, or (z) the announcement or consummation of the transaction contemplated by this Agreement.

“Permitted Liens” means the following: (i) liens for current taxes, assessments and governmental charges not yet due and payable (or being contested in good faith and by

appropriate proceedings diligently conducted); (ii) liens that will be released prior to or at Closing; (iii) “standard” title insurance exceptions and utility easements and right-of-ways or similar items which do not have a material impact on the value of the property or materially interfere with the ordinary conduct of the Business and which may appear on a title commitment ordered by Buyer from a nationally recognized title insurance company; and (iv) statutory landlord liens arising in the ordinary course of business, which are not overdue for a prior of more than forty-five (45) days.

“Person” means any person or entity, whether an individual, trustee, corporation, general partnership, limited partnership, trust, unincorporated organization, business association, firm, joint venture or Governmental Authority.

“Real Property” means all of the fee estates and buildings, towers, fixtures and other improvements thereon, leasehold interests, easements, licenses, rights to access, rights-of-way, and other real property interests which are used or held for use by Seller in the Business or operations of the Station, plus such additions thereto between the date hereof and the Closing Date.

“Receivables” means all promissory notes or other similar obligations payable to Seller, and all accounts receivable and other receivables of Seller relating to or arising out of the operation of the Station prior to the Closing Date excluding any receivables under the Station’ Trade Agreements.

“Schedules” means the disclosure schedules to this Agreement.

“Tax” or “Taxes” means any taxes, charges, fees, levies or other assessments, including income, excise, use, transfer, payroll, occupancy, property, sales, franchise, unemployment and withholding taxes, penalties and interest imposed by the United States or any state, county, local or foreign government or subdivision or agency thereof.

“Trade Agreements” means all trade, barter and similar agreements for the sale of advertising time on the Station for consideration other than cash.

“Transaction Documents” shall mean this Agreement and the other documents, agreements, certificates and instruments to be executed, delivered and performed in connection with the transactions contemplated by this Agreement.

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

1.2 Terms Defined Elsewhere in this Agreement. In addition to (i) the defined terms in the preamble, recitals and Section 1.1 hereof, or (ii) certain defined terms used solely within a single section hereof, the following is a list of terms used in this Agreement and a reference to the section hereof in which such term is defined:

<u>Term</u>	<u>Section</u>
Adjustments	2.3(b)
Assumed Liabilities	2.4

<u>Term</u>	<u>Section</u>
Auditor	2.3(d)
Buyer Indemnified Party	10.2
Buyer's Calculation	2.3(b)
Claimant	10.4
Claim Notice	10.4
Closing Cash Payment	2.2
Discovery Period	2.3(d)
DMA	3.21
Excluded Representations	10.1
Indemnitor	10.4
Indemnity Period	10.1
Losses	10.2
MVPD	3.21
Non-Assumed Liabilities	2.4
Purchase Price	2.2
Replacement Contracts	6.17
Renewal Application	6.2(d)
Seller Indemnified Party	10.3
Trade Adjustment Amount	2.3(a)(1)

1.3 Clarifications. Words used in this Agreement, regardless of the gender and number specifically used, shall be deemed and construed to include any other gender and any other number as the context requires. As used in this Agreement, the word “including” is not limiting, and the word “or” is both conjunctive and disjunctive. Except as specifically otherwise provided in this Agreement in a particular instance, a reference to a section, schedule, or exhibit is a reference to a section of this Agreement or a schedule or exhibit hereto, and the terms “hereof,” “herein,” and other like terms refer to this Agreement as a whole, including the schedules to this Agreement, and not solely to any particular part of this Agreement. The descriptive headings in this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

## SECTION 2: PURCHASE OF ASSETS

2.1 Agreement to Sell and Buy. Subject to the terms and upon satisfaction of the conditions contained in this Agreement, at the Closing, Seller shall sell, convey, transfer, assign and deliver to Buyer all of Seller's right, title and interest in and to the Assets (other than the Excluded Assets), and Buyer shall purchase, acquire and accept from Seller all of Seller's right, title and interest in and to the Assets, free and clear of all Liens other than Permitted Liens.

2.2 Purchase Price. The purchase price for the Assets (the “Purchase Price”) shall be One Hundred Fifty Thousand Dollars (\$150,000), as adjusted preliminarily as of Closing and finalized subsequent to Closing pursuant to Section 2.3. The preliminary determination of the Purchase Price that shall be payable on the Closing Date (the “Closing Cash Payment”) shall be paid by wire transfer of immediately available funds in U.S. dollars in accordance with written instructions delivered by Seller at least three (3) days prior to Closing.

### 2.3 Adjustments and Prorations.

(a) All revenues and all expenses arising from the Business prior to the Closing Date, including tower rental, business and license fees, utility charges, real and personal property Taxes and assessments levied against the Assets, property and equipment rentals, applicable copyright or other fees (including program license payments), sales and service charges, Taxes (except for Taxes arising from the transfer of the Assets hereunder), annual regulatory fees, amounts owing in respect of unlicensed software, music license fees and similar prepaid and deferred items (but excluding income or expenses related to Excluded Assets and expenses related to Non-Assumed Liabilities), shall be prorated between Seller and Buyer in accordance with GAAP and the general principle that Seller shall receive the benefit of all revenues, and be responsible for all costs, expenses and Liabilities, allocable to the Station for the period prior to the Closing Date, and Buyer shall receive the benefit of all revenues, and be responsible for all costs, expenses and Liabilities, allocable to the Station on or after the Closing Date; *subject, however*, to the following:

(1) An adjustment and proration shall be made in favor of Buyer, as applicable, for the amount, if any, by which the fair market value of the goods or services to be received by a Station under its Trade Agreements as of the Closing Date is less than the value of any advertising time remaining to be run by a Station as of the Closing Date (the “Trade Adjustment Amount”); provided however that unless the negative Trade Adjustment Amount exceeds Ten Thousand Dollars (\$10,000), then no adjustment shall be made. There shall be no adjustment or proration under this Section 2.3(a)(1) to the extent there is an aggregate positive balance with respect to the Station’s Trade Agreements.

(2) Seller shall be entitled to all revenue and bear all expenses and Liabilities related to the Excluded Assets and no adjustment or proration shall be made for Non-Assumed Liabilities.

(3) Buyer shall receive a credit for any prepaid revenues recovered by Seller prior to the Closing Date, and Seller shall receive a credit for all of the Station’s deposits and prepaid expenses outstanding as of the Closing Date.

(b) Net settlement of the adjustments contemplated under this Section 2.3 shall be made at the Closing by increasing or decreasing the Purchase Price appropriately, if feasible based on Seller’s and Buyer’s good faith estimates. Seller shall prepare and submit to Buyer, not later than three (3) Business Days prior to the Closing Date, a written good faith estimate of the adjustments and prorations set forth in subsection (a) above (the “Adjustments”) in accordance with this Section 2.3, along with Seller’s estimate of the Closing Cash Payment. After delivery of such estimates to Buyer, Buyer shall promptly inform Seller of any disputes Buyer has with such amounts, together with any reasonable backup documentation to support Buyer’s calculations, and Buyer and Seller shall in good faith attempt to resolve any disputes between them with respect to the determination of the Closing Cash Payment. If as of Closing any items shall be in dispute between the Parties with respect to the Closing Cash Payment, such items shall be excluded from the calculation of the Purchase Price for purposes of Closing and resolved in the final settlement of Adjustments as provided in Sections 2.3(c) and (d). For items not readily ascertainable at the Closing, the following procedures shall apply. Buyer shall prepare



and submit to Seller, not later than thirty (30) Business Days following the Closing Date, a written good faith estimate of the Adjustments in accordance with this Section 2.3, along with Buyer's estimate of the Purchase Price resulting from the Adjustments ("Buyer's Calculation"), including all supporting documentation and the calculation of any amounts. After delivery of Buyer's Calculation to Seller, Seller may furnish Buyer, within thirty (30) days following delivery of Buyer's Calculation, with written notification of any disputes Seller has with Buyer's determination of the Purchase Price in Buyer's Calculation, and Buyer and Seller shall in good faith attempt to resolve any disputes between them with respect to the determination of the Purchase Price.

(c) Except as provided in Section 2.3(d), a final settlement of all Adjustments made under this Section and any corresponding modifications to the Closing Cash Payment, with payment being made by the appropriate Party by wire transfer of immediately available funds in U.S. dollars to an account designated by the Party entitled to receive such payment, shall occur no later than ninety (90) days after the Closing Date. Buyer shall provide to Seller, and Seller shall provide to Buyer, any documentation reasonably requested by the other Party to determine the appropriateness of any Adjustment claimed by either Party.

(d) In the event that the Parties cannot agree on the amount of the final Adjustments after delivery of Buyer's Calculation and the amount in good faith dispute is exceeds Twenty Five Thousand Dollars (\$25,000), the determination shall be made by a mutually agreed upon national or regional accounting firm (the "Auditor"). The Auditor shall make the determination based on GAAP in effect on the Closing Date. Either Party may invoke the use of the Auditor by notifying the other Party in writing, *provided* that neither Party may invoke the use of the Auditor to determine the final Adjustments earlier than ninety (90) days after the Closing Date. In the event that either Party invokes the use of the Auditor, there shall be a thirty (30) day period (the "Discovery Period") when the Parties may request of, and shall provide to, each other in writing or computer format where appropriate any documentation or records in the possession of the other Party that are related to a claim or defense to be made to the Auditor. Fifteen (15) Business Days after the expiration of the Discovery Period, the Parties shall have the opportunity to present their claims and supporting documentation to the Auditor. The Auditor shall be required to render a decision within fifteen (15) Business Days after each Party shall have presented (or have foregone the opportunity to present) its claims and supporting documentation to the Auditor. The decision of the Auditor shall be final and binding on the Parties and shall not be subject to any judicial challenge by either Party. Within five (5) Business Days after the Auditor provides the determination to the Parties, payment in accordance with that determination shall be made by the appropriate Party by wire transfer of immediately available funds in U.S. dollars, to an account designated by the Party entitled to receive such payment. The expenses of the Auditor shall be paid by the Party which, based on the Auditor's resolution of the disputed item(s), is not the substantially prevailing Party. If the amount in good faith dispute relating to the Adjustments is equal to or less than Twenty-Five Thousand Dollars (\$25,000), then the dispute shall not be submitted to the Auditor, and such amount shall be divided equally between Buyer, on one hand, and Seller, on the other hand.

2.4 Assumed Liabilities. At and after the Closing, Buyer shall assume and timely pay, discharge and perform all Liabilities arising solely out of or relating solely to Buyer's ownership of the Assets or operation of the Station on or after the Closing Date, including all

Liabilities attributable solely to periods on or after the Closing Date under or with respect to the Licenses and the Assumed Contracts and are not otherwise attributable to any breach, default or other action of Seller (collectively, the “Assumed Liabilities”). All Liabilities that are not Assumed Liabilities are collectively referred to herein as “Non-Assumed Liabilities” and shall remain and be the obligations and liabilities solely of Seller, including (i) any Liabilities under or relating to any Contract not included in the Assumed Contracts, (ii) any Liabilities under the Assumed Contracts relating to the period prior to the Closing Date, (iii) any claims or pending litigation or proceedings relating to the operation by Seller of the Station prior to Closing, (iv) any Liabilities arising under or relating to capitalized leases or other financing agreements which is not an Assumed Contract, (v) any Liabilities under or relating to any Employee Plan, (vi) any Liability related to any current or former employees, directors, officers and independent contractors of the Station, including, but not limited to, severance benefits (including any such benefits arising in connection with the consummation of the Closing), wages, vacation time, sick leave, or workers’ compensation claims arising or accrued on or prior to the Closing, (vii) any Liabilities which arise out of, result from or relate to any of the Excluded Assets, or (viii) any Liabilities caused by, arising out of, or resulting from any action or omission of Seller prior to the Closing.

### SECTION 3: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

3.1 Organization and Authority. Seller is duly organized, validly existing and in good standing under the laws of the state of its organization or incorporation, as applicable. Seller is qualified to do business and is in good standing in each jurisdiction where such qualification is necessary. Seller has all requisite corporate or equivalent power and authority (i) to execute, deliver and perform this Agreement and the other Transaction Documents (to the extent a party thereto) and to consummate the transactions contemplated hereby, and (ii) to own, lease and operate the Station and the Assets owned by it and to carry on the Business as now being conducted.

3.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement and the other Transaction Documents by Seller have been duly and validly authorized by all necessary company action. Each of this Agreement and the other Transaction Documents (to the extent a party thereto) has been duly executed and delivered by Seller and constitutes a valid and binding agreement of Seller enforceable against it in accordance with its terms, except as its enforceability may be limited by Enforceability Exceptions.

3.3 No Contravention; Consents. Subject to obtaining the Consents set forth in Schedule 3.3 and Schedule 3.8, the execution, delivery and performance of this Agreement and the other Transaction Documents (to the extent a party thereto), the consummation of the transactions contemplated hereby and the compliance with the provisions hereof by Seller will not (i) violate any provisions of the organizational documents of Seller, (ii) result in the creation of any Lien upon any of the Assets, (iii) violate any Legal Requirements applicable to Seller, or (iv) conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, or License to which Seller is a party or by which Seller may be bound,

including the Assumed Contracts. Except for the Consents set forth in Schedule 3.3, no Consent of any Governmental Authority or other Person is required by Seller in connection with the execution, delivery and performance of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby.

3.4 Title to Assets. Seller has good and marketable title, or otherwise has the right to use and transfer to Buyer, all Assets used in its Business, free and clear of all Liens other than Permitted Liens. With the exception of the Excluded Assets, the Assets include all assets, properties and rights of every type and description, real, personal and mixed, tangible and intangible, that are used in operation of the Business and necessary to conduct the Business and operations of each Station as presently conducted, in a manner consistent with past practice and standards as are customary in the broadcast television industry. Seller has no Contracts with any of its Affiliates, and has not been involved in any business arrangement or relationship with any Affiliate relating to the Station or any of the Assets, and no Affiliate of Seller holds any tangible or intangible properties or rights with respect to the Assets or the Business or operation of the Station. All inventories of supplies, tubes and spare parts necessary or appropriate for the operation of the Station are at levels at least equal to usual and customary levels for the broadcast television industry.

3.5 Real Property. Schedule 3.5 contains a complete and accurate description of all Real Property, including with respect to each parcel, the street address (if applicable), the legal description of owned Real Property, the landlord of Real Property leased to Seller and a description of Seller's use thereof, the tenant of Real Property leased by Seller to another Person and a description of such other Person's use thereof, and a description of any deposits, bonds or other security required by or of Seller or other Person. Seller has provided Buyer with true and complete copies of all Real Property leases. Except as described on Schedule 3.5, Seller has good and marketable fee simple title to all fee estates included in the Real Property and good title to all other Real Property interests, in each case free and clear of all Liens, except for Permitted Liens, and no claim or right of adverse possession by any third party has been claimed or threatened with respect to the owned Real Property. Except for any leasehold mortgages disclosed to Buyer and to be released at or prior to Closing, no third party holds any interest in the leased premises with the right to foreclose upon Seller's leasehold interest. Each Real Property lease is in full force and effect and Seller has complied in all material respects with all commitments and obligations on its part to be performed or observed under each Real Property lease. No event or condition has occurred or presently exists which constitutes a material default by Seller under the terms of any of the Real Property leases. Seller has full legal and practical access to all of the Real Property to the extent set forth in each Real Property lease. Except as set forth on Schedule 3.5, all towers, guy anchors, and buildings and other improvements included in the Assets are located entirely on the Real Property listed on Schedule 3.5. All Real Property (including the improvements thereon) (i) is in good condition and repair consistent with its present use and standards as are customary in the broadcast television industry, (ii) is available for immediate use in the conduct of the Business and operations of the Station, and (iii) complies in all material respects with all applicable building or zoning codes and the regulations of any Governmental Authority having jurisdiction thereof.

3.6 Equipment. Schedule 3.6 contains an accurate and complete list of all items of owned Equipment with an original purchase price in excess of \$10,000 owned or leased by Seller

as of the date hereof and included in the Assets. Seller has good and marketable title to all of the owned Equipment, free and clear of all Liens except for Permitted Liens, and has a valid leasehold interest in all leased Equipment. None of the Equipment is subject to any capitalized lease or similar conditional sales or title retention agreement. Except as specified on Schedule 3.6, the Equipment (and any improvements on the Real Property) is in good operating condition and repair (normal wear and tear excepted), and is available and fit for the purpose for which it is ordinarily used in the conduct of the Business or the operation of the Station, and for such purposes which are otherwise customary in the broadcast television industry. All items of transmitting and studio equipment included in Schedule 3.6: (i) have been maintained in a manner consistent with generally accepted standards of good engineering practice, and (ii) will permit the Station and any auxiliary broadcast television facilities related to the Station to operate in accordance with the terms of the FCC Licenses and any applicable Legal Requirements of the FCC and other Governmental Authorities.

3.7 Licenses. Schedule 3.7 is a list of all FCC Licenses and of all other material Licenses held by Seller with respect to the Business or the operations of the Station, including antenna structure registrations of the Station. All FCC Licenses and other Licenses are validly issued in the name of Seller and are in full force and effect. The FCC Licenses constitute all of the Licenses required under the Communications Laws for the operation of the Station as they are currently conducted and no further FCC authorization is necessary for the continuation of the operation of the Station. Except as set forth on Schedule 3.7, (i) Seller's Licenses are not subject to any conditions that would require operation of a Station in a manner different than the operations as of the date of this Agreement, (ii) Seller's Licenses are not subject to any conditions outside the ordinary course other than those set forth on the face of such FCC Licenses, or that generally affect the television broadcast industry or substantial segments thereof, (iii) Seller has complied in all respects with all the terms of the Licenses and each Station is operated in all respects in accordance with the terms of its FCC Licenses, (iv) there are no pending applications filed by Seller seeking to modify any FCC License or other License, and no pending revocations of any such License or notices and no notices received by Seller, or to Seller's knowledge ongoing or threatened investigations or disputes with respect to Seller's compliance. Seller has not received written notice from the FCC stating that the FCC is taking any action to refuse to renew the FCC Licenses for a full term. To Seller's knowledge, there is no reason to believe that the FCC Licenses will not be renewed in the ordinary course.

3.8 Contracts. Schedule 3.8 is a list of all Contracts except (i) Contracts with advertisers for the sale of advertising time on a Station in the ordinary course of business for cash at prevailing rates consistent with past practices and that may be canceled by Seller without penalty on not more than thirty (30) days' notice, and (ii) Contracts included in the Excluded Assets. Seller has no contracts with advertisers for the sale of advertising time on a Station that either (i) were entered into other than in the ordinary course of business, or (ii) are not terminable by a Station with notice of thirty days or less. Other than Contracts included in the Excluded Assets, Seller has delivered to Buyer true and complete copies of all written Contracts, true and complete descriptions of all oral Contracts (including any amendments and other modifications to such Contracts), and a schedule summarizing Seller's obligations (as of the date set forth on such schedule) under its Trade Agreements which are in effect on the date of this Agreement. Each Contract set forth on Schedule 3.8 is in full force and effect and binding upon Seller and, to Seller's knowledge, all other parties thereto. Other than the Contracts listed on Schedule 3.8 and

those Contracts described above in this Section 3.8, Seller requires no contract, lease or other agreement to enable it to carry on its Business as now conducted, or as otherwise is customary in the broadcast television industry. Except as set forth on Schedule 3.3, no Contract requires the Consent of any other contracting party to the transactions contemplated by this Agreement, and the assignment thereof will not affect the validity, enforceability or continuation thereof. Seller has performed all obligations under each Contract and is not (and, to Seller's knowledge, no other party is) in material breach or default under any of the Contracts. No party to any of the Contracts referred to in this Section 3.8 has exercised any option granted to it to cancel or terminate its Contracts, to shorten the term of its Contracts, or to renew or extend the term of its Contracts and Seller has not received any notice to that effect.

3.9 Intellectual Property. Schedule 3.9 contains a description of all of the registered and unregistered Intellectual Property (exclusive of those required to be listed in Schedule 3.7), each of which is valid and in full force and effect in all material respects and, to Seller's knowledge, uncontested except as disclosed on Schedule 3.9. To Seller's knowledge, it is not aware (i) that it is infringing upon or otherwise acting adversely to any trademarks, trade names, copyrights or similar intellectual property rights owned by any other Person, or (ii) that any other Person is infringing upon or otherwise acting adversely to Seller's rights with respect to its Intellectual Property.

3.10 Personnel Matters.

(a) Schedule 3.10(a) contains a true, complete and correct list of (i) the name, hire date, job title, current annual salary or hourly rate of pay (whichever is applicable), 2011, 2012 and 2013 bonus and commissions, part-time, full-time or temporary status, FLSA status, 2014 accrued but unused vacation benefits, and leave of absence status (including FMLA and disability) of each individual employed by Seller with respect to the Business (the "Employees"); and (ii) the name, service date, compensation rate, and brief description of services of each other individual who performs personal services for the Seller with respect to the Business as an independent contractor. Seller has paid or made provision for all such compensation earned or accrued for each employee up to and including the Closing Date. There is not now pending or, to Seller's knowledge, threatened, and there has not been within the preceding two (2) years, any (i) labor dispute affecting the Employees or former employees of Seller, including, without limitation, strikes, pickets, organized slowdowns, work stoppages, or (ii) grievances, proceedings, complaints, claims, disputes, investigations or charges against the Seller relating to any alleged violation of any Legal Requirement pertaining to labor relations or employment matters. Seller knows of no facts which could reasonably result in any such grievance, proceeding, complaint, claim, dispute, investigation or charge being instituted or threatened. Seller has not violated any applicable federal or state law or regulation relating to employees or employee practices with regard to the business. Seller has complied in all respects with all applicable Legal Requirements relating to employment of labor, including, but not limited to, provisions relative to wages, hours, collective bargaining, equal employment opportunity, pension, profit-sharing and savings plans and trusts including, without limitation, 401(k) plans, and other benefits, affirmative action, immigration, layoffs, workplace safety, worker classification, the collection and payment and withholding of Taxes and WARN. Seller is not and has not been a party to, or bound by, any collective bargaining agreement governing the terms or conditions of employment for the Employees, and Seller has not recognized or agreed to

recognize any union for the purposes of collective bargaining for any Employees. No union has been certified to represent any of the Employees for purposes of collective bargaining, and, to Seller's knowledge, no union claims to represent or is seeking to represent any such Employees for purposes of collective bargaining and there has not been any union activity with respect to the Employees in the preceding two (2) years.

(b) Schedule 3.10(b) contains a true, complete and correct list of each Employee Plan, which provides coverage or benefits to any current or former Employee. Each Employee Plan has been administered in material compliance with its own terms and in material compliance with all applicable Legal Requirements. Neither the Seller nor any ERISA Affiliate maintains, sponsors, contributes to, or is required to contribute to, and has not, within the preceding six (6) years, maintained, sponsored, contributed to, or has been required to contribute to, any Employee Plan that (i) is subject to Title IV of ERISA; (ii) is subject to the minimum funding requirements of Section 412 of the Code or Section 302 of ERISA; or (iii) is a "multiemployer plan" as defined in Section 3(37) of ERISA or a "multiple employer plan" within the meaning of Section 210(a) of ERISA or Section 413(c) of the Code. With respect to each Employee Plan, no condition or event has occurred, or is reasonably expected to occur, that could subject, directly or indirectly, the Buyer or any of its Affiliates to any liability, including, but not limited to, any Tax, Lien or penalty under ERISA or the Code, or any "withdrawal liability" (as defined under Section 4201 et. seq. of ERISA) under a multiemployer plan (as defined in ERISA Section 3(37)). Each Employee Plan set forth on Schedule 3.10(b) that is intended to be tax-qualified is the subject of a favorable determination letter or opinion letter from the Internal Revenue Service ("IRS"), and to the knowledge of the Seller, nothing has occurred that could reasonably be expected to give the IRS grounds to revoke such determination.

3.11 Financial Information. Seller has furnished Buyer with true and complete copies of the following financial statements (collectively, the "Financial Statements"): (i) financial statements of Seller containing a balance sheet, statement of income, and statement of cash flows as at the end of and for calendar years 2011, 2012 and 2013; and (ii) a balance sheet and income statement as at and for the three-month period ended March 31, 2014, which are set forth in Schedule 3.11 hereto. The Financial Statements have been prepared from, and are consistent with, the books and records of Seller and the Station, which books and records are correct and complete in all material respects. Seller has furnished Buyer with Seller's budget for the Station for fiscal year 2014 and Seller is not aware of any fact or circumstance that would result in the Station not meeting the targets and projections set forth in such budget.

### 3.12 Taxes.

(a) Except as set forth in Schedule 3.12, Seller has filed, or caused to be filed, with the appropriate Governmental Authority, all Tax returns, and Seller has paid, caused to be paid or accrued all Taxes shown to be due and payable or claimed to be due and payable thereon, except where the failure to file such returns or pay or accrue such Taxes could not reasonably be expected to result in a Lien on the Assets or in the imposition of transferee liability on Buyer for the payment of such Taxes. Except as set forth in Schedule 3.12, Seller has no Liability for any Taxes due and owing, and there are no proceedings pending pursuant to which Seller is or could be made liable for any Taxes, the liability for which could extend to Buyer as transferee of the

Assets or as operator of a Station following the Closing. Set forth in Schedule 3.12 is a list of all jurisdictions in which the Seller files tax returns and the type of returned filed in each such jurisdiction.

(b) No issues that have been raised by the relevant taxing authority in connection with the examination of any of the Tax returns referred to in clause (a) are currently pending.

(c) There is no lien for Taxes upon any of the Assets nor, to the knowledge of Seller, is any taxing authority in the process of imposing any lien for Taxes on any such assets, other than liens for Taxes that are not yet due and payable or for Taxes the validity or amount of which is being contested by Seller in good faith by appropriate action.

(d) Seller has withheld all Taxes required to be withheld under applicable law, and such withholdings either have been paid to the proper governmental agency or set aside in accounts for such purpose, or accrued, reserved against and entered upon the books of Seller, as the case may be.

3.13 Claims and Litigation. Except as set forth in Schedule 3.13, there are no Actions pending or, to Seller's knowledge, threatened by or against Seller relating to the Assets, the Business or which otherwise would reasonably be expected to affect Seller's ability to perform its obligations under this Agreement or otherwise impede, prevent or materially delay the consummation of the transactions contemplated by this Agreement. Except as set forth in Schedule 3.13, there is (i) no complaint or other proceeding pending, outstanding, or to Seller's knowledge threatened, before the FCC as a result of which an investigation, notice of apparent liability or order of forfeiture may be issued from the FCC relating to a Station, (ii) no FCC notice of apparent liability or order of forfeiture pending, outstanding, or to Seller's knowledge threatened, against Seller or a Station, and (iii) no investigation pending, outstanding, or to Seller's knowledge threatened, with respect to any violation or alleged violation of any FCC rule, regulation or policy by Seller. None of the items listed on Schedule 3.13 have caused or could reasonably be expected to cause a Material Adverse Effect.

3.14 No Interference With Signal. There currently exists no interference to any Station's signals from other broadcast stations, or to Seller's knowledge, by any Station's signals to other broadcast stations, in each case beyond that permitted by the FCC's rules and, to Seller's knowledge, there are no applications pending at the FCC the grant of which would cause objectionable interference to any Station. Seller has been compliant with all Communications Laws and has not received notice, and has no knowledge during its period of operation of the Station, of non-compliance with FCC or FAA regulations.

3.15 Compliance with Laws.

(a) Except as set forth in Schedule 3.15, Seller has complied in all respects with all applicable Legal Requirements and Licenses applicable to the Station, the Business and the Assets, including the FCC Licenses and the Communications Laws, and Seller has no knowledge of any basis for any claim of current or past non-compliance with any such Legal Requirement or License. No event has occurred, and, to Seller's knowledge, no condition or circumstance exists, that might in any material respect (with or without notice or lapse of time) constitute, or result

directly or indirectly in, a default under, a breach or violation of, or a failure to comply with any Legal Requirement. The Station, its physical facilities, electrical and mechanical systems, and transmitting and studio equipment are operated in material compliance with the specifications of the FCC Licenses and the Communications Laws. The antenna structures owned or used by the Station are in material compliance with the Legal Requirements of the FCC and the Federal Aviation Administration. The location and staffing of the Station's main studio comply with the Communications Laws. All material reports and other filings required by the FCC with respect to the FCC Licenses or by other Governmental Authorities with respect to Seller, the Assets, the Business or the operation of the Station have been timely filed with the appropriate Governmental Authorities, and all such reports and other filings are substantially complete and correct as filed. All FCC regulatory fees assessed with respect to the FCC Licenses have been timely paid.

(b) Except as described in Schedule 3.15, there are no capital expenditures that Seller anticipates will be required to be made in connection with the Assets or the Business of the Station as now conducted in order to comply with any Law applicable to Seller, the Assets or the Business of the Station as now conducted or to standards as are otherwise customary in the broadcast television industry.

3.16 Environmental Matters. Except as set forth in Schedule 3.16, other than in compliance with all applicable laws, there is (i) no Handling of any Hazardous Substances at, on or from any Real Property that would subject any owner or operator of such Real Property to liability for cleanup, removal or some other remedial action under any Environmental Laws, (ii) no presence of Hazardous Substances on any Real Property, (iii) no underground tanks, PCBs or asbestos-containing materials located on any Real Property, and (iv) asbestos, mold, or other indoor air quality issues on or around any Real Property. Neither Seller nor any Person acting on behalf of Seller has released any other Person from any claims Seller might have, or have had, for any matter relating to the presence or Handling of Hazardous Substances on any Real Property. No Liens have been, or are, imposed on any of the Assets under any Environmental Laws. Seller has obtained all material permits, licenses, registrations and other approvals and has filed all material reports and notifications required under any Environmental Laws in connection with the Assets, and is in compliance in all respects with all applicable Environmental Laws. Seller has not received any notice of or, to Seller's knowledge, is not the subject of, any Action by any Person alleging liability under or noncompliance with any Environmental Law. Seller has delivered to Buyer copies of all reports, notices, or other documentation relating to Hazardous Substances on or around the Real Property in Seller's possession.

3.17 Conduct of Business in Ordinary Course. Since the date of the most recent balance sheet of the Seller included in the Financial Statements, there has been no event or change in the financial condition, results of operations, business, assets or liabilities of Seller or any Station that which individually or in the aggregate would be reasonably likely to result in or have a Material Adverse Effect and Seller has conducted the Business and operations of the Station in the ordinary and usual course consistent with past practice in all material respects, and has not (i) made any material increase in compensation payable or to become payable to any of the Employees, or any material change in personnel policies, insurance benefits or other Employee Plans affecting the Employees, (ii) made any sale, assignment, lease or other transfer



of any of Seller's properties other than Excluded Assets, obsolete or worn-out assets no longer necessary for the operation of the Station, or other Assets sold or disposed of in the normal course of business with suitable replacements being obtained therefore, (iii) suffered any material damage or destruction (whether or not covered by insurance) to any of its material Assets which Assets have not been repaired or replaced, (iv) made any material commitments for capital expenditure, additions or improvements that would extend beyond December 31, 2014, (v) incurred any material obligations or Liabilities except as disclosed on the March 31, 2014, balance sheet, (vi) discharged or satisfied any Lien or obligation or Liability (fixed or contingent), except in the ordinary course, or if in the aggregate would not be material to Seller (viii) settled any legal proceedings which, individually or in the aggregate would be material to Seller or (ix) agreed or committed to do any of the following. In addition to the foregoing, Seller shall:

(a) except for performance and stay bonuses and other compensation payable by Seller in connection with the consummation of the transactions contemplated by this Agreement or otherwise required by law, not enter into any employment agreement with an Employee providing for annual compensation in excess of \$75,000, any severance agreement or any labor, or union agreement or plan (other than renewal of any Collective Bargaining Agreement, with respect to which Seller shall only be required to provide reasonable advance notice to Buyer) that will be binding upon Buyer or the Business after Closing;

(b) not hire, terminate the employment of, or transfer the employment of any Station general manager or any other Employee with annual aggregate non-equity compensation, including target bonuses, in excess of \$75,000, excluding any terminations for "cause" as reasonably determined by Seller; and

(c) not (i) other than salary increases for non-officer Employees in the ordinary course of business consistent with past practice, materially increase the compensation or benefits payable to any Employee (except for (A) performance and stay bonuses and other compensation payable by Seller in connection with the consummation of the transactions contemplated by this Agreement or (B) increases to employee compensation (including base salary and bonus or incentive compensation or hourly wage) made in the ordinary course of business and not exceeding 4% of such employee's salary and bonus or incentive compensation or hourly wage, as applicable), 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).

**3.18 Insurance.** Seller's insurance policies on the Assets and Business (i) provide replacement cost coverage of the Assets, subject to a deductible, (ii) are in full force and effect, and (iii) insure the Assets and the Business against all risks customarily insured against within the broadcasting television industry. Schedule 3.18 contains a true and complete list of all insurance policies in effect as of the date hereof that insure the Assets and Business, operations or employees of the Station or affect or relate to the ownership, use or operation of any of the Assets and/or Station, in addition to a list of all claims made under the policies in the past five years (except for employee health and medical claims).

3.19 Brokers. Except for Kalil & Co., Inc., for whose fees or commission it shall be responsible, Seller has not engaged any agent, broker or other Person acting pursuant to the express or implied authority of Seller that is or may be entitled to a commission or broker or finder's fee in connection with the transactions contemplated by this Agreement or otherwise with respect to the sale of the Assets or the Business.

3.20 Transactions with Affiliates. Seller has not been involved in any business arrangement or relationship relating to a Station with any Affiliate of Seller, and no Affiliate of Seller owns any property or right, tangible or intangible, which is used in the Business of a Station.

3.21 MVPD Matters. Each Station's signal is carried on all multi-channel video programming distributors, including cable systems, telephone companies, and DBS systems (together, "MVPDs") serving such Station's Nielsen Designated Market Area ("DMA"). Schedule 3.21 lists (i) all of the MVPDs on which the Station are carried pursuant to either "must-carry" or retransmission consent, with such carriage rights so noted, and (ii) all MVPDs that, to Seller's knowledge, carry any Station outside of such Station's DMA. All retransmission consent agreements are listed on Schedule 3.8. Since January 1, 2012, there has been no written notification to Seller or the Station that the Station may not be entitled to carriage on any MVPD either because the Station fail to meet the requisite signal strength for such status or the Station would be considered distant signals under the cable compulsory copyright license, 17 U.S.C. §111.

3.22 Disclosure. No representation or warranty made by Seller in this Agreement contains any untrue statement of a material fact or knowingly omits or fails to state any material fact or information necessary to make such representation or warranty not materially misleading. All Schedules are true and complete as of the date hereof and Seller will provide notice to Buyer of any changes that arise in order to make all Schedules true and complete as of the Closing Date; provided, that any such notice shall not relieve Seller of any liability hereunder pursuant to the terms hereof.

#### SECTION 4: REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller as follows:

4.1 Organization and Authority. Buyer is duly organized, validly existing and in good standing under the laws of the state of its incorporation. Buyer has all requisite corporate power and authority to execute, deliver and perform this Agreement and the other Transaction Documents and to consummate the transactions contemplated hereby.

4.2 Authorization and Binding Obligations. The execution, delivery and performance of this Agreement and the other Transaction Documents by Buyer have been duly and validly authorized by all necessary corporate action. Each of this Agreement and the other Transaction Documents has been duly executed and delivered by Buyer and constitutes a valid and binding agreement of Buyer, enforceable against Buyer in accordance with its terms, except as its enforceability may be limited by Enforceability Exceptions.

4.3 No Contravention; Consents. Subject to obtaining the Consents set forth in Schedule 4.3, the execution, delivery and performance of this Agreement and the Transaction Documents, the consummation of the transactions contemplated hereby and the compliance with the provisions hereof by Buyer will not (i) violate any provisions of the organizational documents of Buyer, (ii) violate any Legal Requirements applicable to Buyer, or (iii) conflict with, constitute grounds for termination of, result in a breach of, constitute a default under, or accelerate or permit the acceleration of any performance required by the terms of, any agreement, instrument, license, or permit to which Buyer is a party or by which Buyer may be bound, such that Buyer cannot perform its obligations hereunder. Except for the Consents set forth in Schedule 4.3, no Consent of any Governmental Authority or other Person is required by Buyer in connection with the execution, delivery and performance of this Agreement by Buyer or the consummation by Buyer of the transactions contemplated hereby.

4.4 Brokers. Buyer has not engaged any agent, broker or other Person acting pursuant to the express or implied authority of Buyer that is or may be entitled to a commission or broker or finder's fee in connection with the transactions contemplated by this Agreement or otherwise with respect to the acquisition of the Assets or the Business.

4.5 Disclosure. No representation or warranty made by Buyer in this Agreement contains any untrue statement of a material fact or knowingly omits or fails to state, any material fact or information necessary to make such representation or warranty not materially misleading.

4.6 FCC Qualifications. To Buyer's knowledge there are no facts or circumstances relating to Buyer that would reasonably be expected to (a) result in the FCC's refusal to grant the FCC Consent or (b) materially delay the receipt of the FCC Consent.

## SECTION 5: PRE-CLOSING COVENANTS OF THE PARTIES

5.1 Covenants of Seller. Seller covenants and agrees that from and after the execution and delivery of this Agreement to and including the earlier of (1) the termination of this Agreement in accordance with its terms, or (2) the Closing Date as follows:

(a) Commercially Reasonable Efforts. Seller shall use its commercially reasonable efforts to cause the transactions contemplated by this Agreement to be consummated in accordance with the terms hereof, and, without limiting the generality of the foregoing, use its commercially reasonable efforts (including the seeking of a tolling, assignment, and escrow agreement with the FCC) to make and obtain all Consents required in connection with this Agreement and the transactions contemplated hereby, including the FCC Consent, and any required Consents of any other Governmental Authorities with lawful jurisdiction over Seller. Seller shall make all filings with and give all notices to third parties that may be reasonably necessary of Seller in order to consummate the transactions contemplated hereby. Except as expressly provided by this Agreement, neither Seller nor Buyer shall be required to make any payments to Persons or parties to the Assumed Contracts in order to obtain their Consents, except that Seller shall pay any nominal administrative or application fees customarily payable to such Persons or parties in connection with requests for their Consent, or costs or fees (including reimbursement of legal fees) expressly required by the terms of any such Assumed Contract, and Seller shall be responsible for curing any of its breaches or defaults under any such Assumed

Contract. If in connection with the process of obtaining any Consent, a Governmental Authority or other Person imposes any condition or any change to a License or Assumed Contract to which such Consent relates that would be applicable to Buyer or any of its Affiliates as a requirement for granting its Consent, Buyer may negotiate jointly with Seller with such Governmental Authority or other Person with respect to such condition or change, but Buyer shall not be required to agree to any such condition or change, and Seller shall not agree to any such condition or change that is not approved in writing by Buyer in its sole discretion; *provided* that if any such condition or change only involves monetary payments to such Governmental Authority or other Person, either Buyer or Seller may elect, in their sole discretion, to satisfy the full amount of such monetary payments, in which case, the other Party shall be deemed to accept such condition or change to the extent so satisfied.

(b) No Control. Notwithstanding any provision of this Agreement to the contrary, at all times prior to the Closing Seller shall maintain actual (*de facto*) and legal (*de jure*) control over the FCC Licenses and the Station. The responsibility for the operation of the Business and each Station shall, until the Closing, reside with the applicable Seller, including responsibility for the following matters: access to and use of the facilities of and Equipment owned or leased by Seller; control of the daily operation of the Station; creation and implementation of policy decisions; employment and supervision of Employees; payment of financing obligations and expenses incurred in the operation of the Station prior to the Closing; receipt and distribution of moneys and profits derived from the operation of the Station; and execution and approval of all contracts and applications prepared and filed before the FCC or any other Governmental Authority.

(c) Access. Upon reasonable advance notice, Seller shall give to Buyer and its agents reasonable access during normal business hours to all of each Station's personnel, premises, properties, assets, financial statements and records, books, contracts, documents and commitments of or relating to the Station that are in Seller's possession or control, and shall furnish Buyer with all such information concerning the affairs of the Station as Buyer reasonably may request. This shall specifically include access to each Station's billing, customer service and maintenance personnel and records.

(d) Operation in the Ordinary Course and Maintenance of Assets. Seller shall maintain its financial Books and Records in the usual manner on a basis consistent with prior years and at standards as are customary in the broadcast television industry. From the date hereof until the sooner of the Closing or the termination of this Agreement pursuant to Section 11 hereof, Seller shall (i) conduct the Business and operations of the Station in the ordinary course of business consistent with past practice and in accordance with standards as are customary in the broadcast television industry, to keep its organization intact, to preserve the Business, and to preserve the goodwill of suppliers, customers, Governmental Authorities and others dealing with Seller, (ii) maintain the Assets in their current operating condition (ordinary wear and tear excepted) and in accordance with standards as are customary in the broadcast television industry, (iii) not sell, transfer, convey or otherwise dispose of, with or without consideration, any assets used or held for use in or relating to the Station other than in the ordinary course of business consistent with past practices, and as is otherwise customary in the broadcast television industry, (iv) maintain in full force and effect policies of insurance of the same type, character and coverage as the policies set forth on Schedule 3.18, (v) not adversely

modify any of the FCC Licenses and maintain all of the FCC Licenses in full force and effect, (vi) not change any Station's call letters, (vii) not materially change the broadcast hours, types of programming or programming policies of the Station, and (viii) except as set forth in Schedule 5.1(d)(viii), maintain each Station's MVPD carriage and carriage rights existing as of the date hereof and not renew, amend in any material respect, or terminate or waive any material right under the Communications Laws or any retransmission consent agreement, or enter into a new retransmission consent agreement with any MVPD.

(e) Compliance with Laws. Seller shall comply in all material respects with all Legal Requirements and Licenses applicable to Seller with respect to the Station, the Assets or the conduct of the Business, including the Communications Laws.

(f) Contracts and Liens. Seller shall (i) not default under, or breach any term or provision of, or suffer or permit to exist any condition or event that, after notice or lapse of time, or both, would constitute a default under, any material Contract of Seller, (ii) not cause or permit the termination (except upon the expiration thereof in accordance with its terms), modification or amendment of any Assumed Contract of Seller, (iii) not create, assume, consent to or suffer to exist any Lien on any of its Assets (other than Permitted Liens), or (iv) enter into any transaction or incur any material Liability or obligation that is material to the Business or to the operation of the Station. Unless Buyer shall have given its prior written consent, Seller shall not enter into, amend, modify or renew any Assumed Contract or incur any obligation (including obligations arising from the amendment of any existing Assumed Contract) that will be binding on Buyer after the Closing.

(g) Disposition of Assets. Except pursuant to this Agreement or in the ordinary course of business consistent with past practice, Seller shall not sell, transfer, assign, convey or otherwise dispose of or distribute, or lease to other Persons, any material Assets other than (i) Excluded Assets, (ii) obsolete or worn-out assets no longer used or held for use in the operation of a Station, (iii) other assets sold or disposed of in the normal course of business with suitable replacements being obtained therefor or (iv) inventory sold in the ordinary course of business.

(h) FCC Licenses. Seller shall not cause or permit, by any act or failure to act, any of the Licenses to expire or to be revoked, suspended, or modified, or take any action that could cause the FCC or any other Governmental Authority to institute proceedings for the suspension, revocation, or adverse modification of any of the Licenses. Seller shall make all filings and take all actions reasonably necessary or appropriate to maintain the FCC Licenses, including the Station's digital authorizations, in full force and effect, including filing and vigorously prosecuting timely requests for extensions of such digital authorizations.

(i) Exclusivity. From the date of this Agreement until the earlier of the Closing or the termination of this Agreement in accordance with its terms, Seller shall not offer, seek to offer, or entertain or discuss any offer, to sell or transfer a Station or the Assets (other than to Buyer), nor shall its stockholders or its officers, directors, employees, agents, representatives, or Affiliates offer, seek to offer, or entertain or discuss any offer, to sell or transfer, directly or indirectly, a Station or the Assets or any interest in Seller (other than to Buyer). In the event that

Seller receives an offer to sell or transfer a Station or Assets, it will immediately notify the Buyer of such offer and the terms thereof.

(j) Indebtedness. Seller will satisfy at or prior to Closing all outstanding Indebtedness, if any, with respect to any of the Assets and obtain good title to all Assets and a release and discharge of all Liens on all Assets (other than Permitted Liens), so that all applicable agreements and instruments related to the Indebtedness are terminated and the Assets may be transferred to Buyer at Closing free and clear of all Liens (other than Permitted Liens) in accordance with this Agreement; provided, however, that if a customary payoff letter in form and substance reasonably satisfactory to Buyer and Seller signed by any applicable lien holder is delivered to Buyer prior to Closing, and the amounts set forth therein are paid to such lien holder at Closing out of the Closing Cash Payment, then such actions shall be sufficient for Seller's compliance with this covenant with respect to such Indebtedness.

(k) Employment and Benefits. Seller shall not (i) increase or otherwise change the rate or nature of the compensation which is paid or payable to any Employee except pursuant to applicable Legal Requirements or both in the ordinary course of business consistent with past practices and not in excess of 4%, (ii) adopt, or commit to adopt, any Employee Plan except to the extent that it applies to a broad group of employees of the Seller and its Affiliates and is not targeted at the Employees, (iii) make any amendments to any Employee Plan except to the extent required by any applicable Legal Requirement, or necessary to preserve the nature of the benefits provided under such plan, or to the extent that it applies to a broad group of employees of the Seller and its Affiliates and is not targeted at the Employees, (iv) enter into, renew or allow the renewal of any employment agreement or other contract or arrangement, in each case, with respect to the performance of personal services for a Station, other than an agreement terminable at will without penalty, or (v) voluntarily agree to enter into any collective bargaining agreement applicable to any Employees or otherwise recognize any union as the bargaining representative of any Employees.

5.2 Covenants of Buyer. Buyer covenants and agrees that from and after the execution and delivery of this Agreement to and including the Closing Date as follows:

(a) Commercially Reasonable Efforts. Buyer shall use its commercially reasonable efforts to cause the transactions contemplated by this Agreement to be consummated in accordance with the terms hereof, and, without limiting the generality of the foregoing, use its commercially reasonable efforts to make and obtain all necessary Consents and other authorizations required of Buyer in connection with this Agreement and the transactions contemplated hereby, including the FCC Consent, and any required Consent of any other Governmental Authorities with lawful jurisdiction. Buyer shall make all filings with and give all notices to third parties that may be necessary or reasonably required of Buyer in order to consummate the transactions contemplated hereby. Buyer shall not be required to make any payments to any Persons or parties in order to obtain their Consents.

(b) No Control. Notwithstanding any provision of this Agreement to the contrary, until Closing, Buyer shall do nothing to interfere with Seller's actual (*de facto*) and legal (*de jure*) control over the Station. Buyer acknowledges and agrees that the responsibility for the operation of the Business and the Station shall, until Closing, reside with Seller, including

responsibility for the following matters: access to and use of the facilities of and equipment owned by Seller; control of the daily operation of the Station; creation and implementation of policy decisions; employment and supervision of Employees; payment of financing obligations and expenses incurred in the operation of the Station prior to the Closing; receipt and distribution of moneys and profits derived from the operation of the Station; and execution and approval of all contracts and applications prepared and filed before the FCC or any other Governmental Authority.

## SECTION 6: JOINT COVENANTS

6.1 Consultations regarding Consents of Governmental Authorities. The Parties shall consult with one another as to the approach to be taken with any Governmental Authority with respect to obtaining any necessary Consent of such Governmental Authority to the transactions contemplated hereby, and each Party shall keep the other Party reasonably informed as to the status of any communications by it with any Governmental Authority. No Party hereto shall make any material commitments relating to any Consent of any Governmental Authority that would alter in any material way any application or request filed jointly by the Parties with respect to the transactions contemplated hereby without the other Party's prior written consent.

6.2 Joint Filings. Seller and Buyer shall cooperate in the preparation of the Assignment Applications to be filed by Seller and Buyer with the FCC no later than five (5) Business Days after the date hereof, and with any other filings that must be made before any applicable Governmental Authority as soon as practicable following such date, requesting the approval of the assignment or transfer of the Licenses (as appropriate).

(a) Each of the Parties hereto shall diligently take or cooperate in the taking of all steps that are reasonably necessary or appropriate (including the seeking by Seller of a tolling, assignment, assumption, or escrow agreement with the FCC) to expedite the prosecution and favorable consideration of such applications. The Parties shall undertake all actions and file such materials as shall be reasonably necessary or required to obtain any necessary waivers or other authority in connection with the foregoing applications.

(b) Buyer and Seller shall diligently prosecute the Assignment Application and otherwise use their commercially reasonable efforts to obtain the FCC Consent as soon as possible; *provided, however*, that except for customary filing fees, neither Buyer nor Seller shall be required to pay consideration to any third party to obtain the FCC Consent. Buyer and Seller each shall oppose any petitions to deny or other objections filed with respect to the Assignment Application to the extent such petition or objection relates to such Party. In connection with their obligations pursuant to this Section 6.2 with respect to pursuing the FCC Consent and otherwise, Buyer and Seller shall (and shall cause its Affiliates, related parties and beneficial owners, as applicable, to) (i) keep each other informed in all material respects and on a reasonably timely basis of any material communication received by such Party (and its Affiliates, related parties and beneficial owners, as applicable) from, or given by such Party (and its Affiliates, related parties and beneficial owners, as applicable) to, any governmental agency and of any material communication received or given in connection with any Action by a private party, in each case with respect to this Agreement, the Station or the transactions contemplated hereby, (ii) notify each other of all documents filed with or received from any Governmental

Authority with respect to this Agreement, the Station or the transactions contemplated hereby, and (iii) furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing. Subject to applicable laws relating to the exchange of information, each of Buyer and Seller shall have the right to review in advance, and to the extent practicable each will consult with each other on, all information relating to the other Party and its Affiliates, related parties and beneficial owners, as applicable, that appears in any filing made with, or written materials submitted to, any third party or any governmental agency with respect to this Agreement, the Station or the transactions contemplated hereby.

(c) Each Party agrees to comply with any condition imposed on it by the FCC Consent, except that no Party shall be required to comply with a condition if (i) the condition was imposed on it as the result of a circumstance the existence of which does not constitute a breach by the Party of any of its representations, warranties, or covenants under this Agreement, and (ii) compliance with the condition would have a material adverse effect upon it. Buyer and Seller shall oppose any requests for reconsideration or judicial review of the FCC Consent. If the Closing shall not have occurred for any reason within the original effective period of the FCC Consent, and neither Party shall have terminated this Agreement under Section 11, the Parties shall jointly request an extension of the effective period of the FCC Consent. No extension of the FCC Consent shall limit the exercise by either Party of its rights under Section 11.

(d) The FCC Licenses of the Station expire on the dates as set forth in Schedule 3.7 and certain applications for the renewal of an FCC License for a Station (a “Renewal Application”) are pending before the FCC as set forth in Schedule 3.7. If the Assignment Application is granted by the FCC subject to a renewal condition, then, notwithstanding any limitation in this Section 6.2, the term “FCC Consent” shall be deemed to also include the satisfaction of such renewal condition. Seller shall continue to prosecute diligently the Renewal Application. In each case to the extent reasonably necessary to facilitate grant of the Assignment Application, Seller shall work diligently to remove any “holds” placed on the Assignment Application by the FCC and shall enter into tolling, assignment, assumption, escrow or similar agreements with the FCC to extend the statute of limitations for the FCC to determine or impose a forfeiture penalty against Seller in connection with (i) any pending complaints that such Station aired programming that contained obscene, indecent or profane material or (ii) any other enforcement matters against such Station with respect to which the FCC may permit Seller to enter into a tolling, escrow, assignment, assumption, or similar agreement. Buyer and Seller shall consult in good faith with each other prior to Seller entering into any such tolling, escrow, assignment or assumption agreement.

(e) Buyer and Seller acknowledge that under the rules and policies of the FCC in effect as of the date of this Agreement, a waiver of the FCC’s local television ownership rule is necessary to obtain the FCC Consent to Buyer’s assumption of the FCC Licenses for Station (the “Ownership Waiver”). Buyer shall pay all costs of third parties incurred in the preparation of the request for the Ownership Waiver. Seller and Buyer shall cooperate fully in the preparation of the Ownership Waiver request and shall promptly respond to requests from the FCC to provide information concerning the Ownership Waiver or the Assignment Application.



### 6.3 Employee Matters.

(a) No provision of this Agreement shall create any third party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of Seller with respect to continued employment (or resumed employment) with Buyer or Seller or in respect of any other matter.

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

(c) Seller shall be solely responsible for compliance with applicable federal, state or local laws regarding “plant closings” or “mass layoffs” (as such terms are defined in WARN) or similar triggering events as they relate to the transactions contemplated by this Agreement, including, without limitation, the requirements of WARN. Seller shall be responsible for satisfying in full all amounts owed to the Employees, including, without limitation, wages, salaries, severance pay, sick pay, accrued vacation, any employment, incentive, compensation or bonus agreements or other benefits or payments relating to the period of employment by Seller.

### 6.4 Notice of Breach.

(a) Buyer and Seller shall give prompt notice to one another of (i) the occurrence or nonoccurrence of any event the occurrence or nonoccurrence of which has caused or would be likely to cause any representation or warranty made by such Party in this Agreement to be untrue or inaccurate at or prior to the Closing Date, and (ii) any material failure of Buyer or Seller, as the case may be, to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied by it hereunder; *provided, however*, that the delivery of any notice pursuant to this Section 6.4 shall not cure such breach or non-compliance or limit or otherwise affect the remedies available hereunder to the Party receiving such notice. The term “Cure Period” as used herein means a period commencing on the date Buyer or Seller receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) twenty (20) calendar days thereafter, or (ii) five (5) Business Days after the scheduled Closing Date; provided, however, that if the breach or default is non-monetary and cannot reasonably be cured within such period but can be cured before the date five (5) Business Days after the scheduled Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the date five (5) Business Days after the scheduled Closing Date. Notwithstanding the foregoing there shall be no Cure Period for any failure by Buyer to pay the Purchase Price or make other payments to Seller as called for in this Agreement on the dates when due.

(b) Except with respect to updates to any Schedules that become necessary as a result of any action or event permitted under this Agreement (which updated Schedules will be provided prior to the Closing), Seller shall promptly disclose in writing to Buyer any information

contained in Seller's representations and warranties or any of the Schedules hereto that, because of an event occurring after the date of this Agreement, is no longer correct in all material respects as of all times after the date of this Agreement and until the Closing Date. Any such disclosure shall be in the form of an updated Schedule, marked to reflect the new or amended information. In the event that Seller makes any such disclosure prior to the Closing, such disclosure shall modify the representations and warranties and any applicable Schedule hereto only if and to the extent that Buyer shall give its written consent to such modification at or prior to Closing. Nothing contained in this Section 6.4(b) shall be construed as changing any Party's right to terminate this Agreement as provided in Section 11, or Seller's right to take certain actions permitted under Section 5.

6.5 Confidentiality. Except for disclosure to Affiliates, officers, directors, employees, attorneys, bankers, investors, or other representatives in furtherance of the transactions contemplated by this Agreement, or disclosure to Governmental Authorities or other Persons in accordance with applicable Legal Requirements, each Party shall maintain the confidentiality of all information obtained by it from the other Party in connection with the transactions contemplated by this Agreement, unless such information (i) thereafter becomes generally available to the public, (ii) is otherwise available to the Party desiring to disclose the information on a non-confidential basis from another source, or (iii) has been developed independently by the Party seeking to disclose the information. If this Agreement is terminated pursuant to Section 11 hereof, each Party shall return to the other Party all documents (written and electronic) and other materials obtained by the first Party from the other Party in connection with the negotiation of this Agreement and/or relating to the transactions contemplated hereby. The Parties acknowledge that this Agreement must be filed with the FCC.

6.6 Press Releases. No Party hereto will issue any press release or make any other public announcements concerning this Agreement or the transactions contemplated hereby except with the prior approval (not to be unreasonably withheld) of the other Party hereto regarding the timing and content of such announcement; *provided, however*, that any Party hereto may make any disclosure that it in good faith determines to be necessary to comply with applicable Legal Requirements so long as such Party shall give prior written notice to the other Party of such disclosure.

6.7 Receivables.

(a) During the period starting on the Closing Date and continuing for a period of ninety (90) days from such date (the "Collection Period"), Buyer, as agent for Seller, shall collect on behalf of Seller all Receivables with the same care and diligence as Buyer uses with respect to its own accounts receivable, except that Buyer shall not refer any of the Receivables to a collection agency or to an attorney for collection, or compromise, settle or adjust the amount of any Receivable except with the prior written approval of Seller.

(b) During the Collection Period, all Receivables payments received from account debtors shall be applied to the oldest Receivable first; provided, however, to the extent that any account debtor disputes in a written notice to Buyer whether an account is properly due or otherwise directs any payment, all payments received from such account debtor shall be applied

as directed by such account debtor. Buyer will promptly provide Seller a copy of any written notice of any dispute received from any account debtor with respect to a Receivable.

(c) Buyer shall remit all payments owed to Seller (as set forth in this Section 6.7) on the last day of each month, together with a list of the accounts and amounts collected during the relevant period to which such payments pertain.

(d) So long as Buyer is in compliance with this Section 6.7, during the Collection Period neither Seller nor any of its representatives or agents shall make any direct solicitation of the account debtors for collection purposes with respect to the Receivables or other direct attempts to collect such Receivables from account debtors during such Collection Period except (i) as may be agreed to by Buyer, (ii) with respect to those Receivables that shall have become more than ninety (90) days past due, and (iii) those Receivables as to which Buyer has received written notice of a dispute from the account debtor.

(e) Upon the conclusion of the Collection Period, Buyer shall remit to Seller all amounts collected by Buyer from account debtors not previously remitted to Seller, shall assign to Seller all uncollected Receivables and shall furnish Seller with a compilation of the accounts and amounts collected during such period and all files concerning any uncollected Receivables, and Buyer shall have no further responsibilities hereunder except to remit promptly to Seller any amounts subsequently received by it on account of the Receivables.

6.8 Allocation of Purchase Price. Buyer and Seller shall use commercially reasonable good faith efforts to agree on the allocation of the Purchase Price in accordance with the rules under Section 1060 of the Code; *provided, however*, that if the Parties are unable to agree to such allocation, each Party may make such allocation as it may determine in its sole discretion. If the Parties are able to reach agreement on the allocation of the Purchase Price, no filings made by either Party with any taxing or other authority shall reflect an allocation other than in the manner agreed upon and each Party shall timely make all filings required by any taxing authority, including the filing of Internal Revenue Service Form 8594.

6.9 Bulk Sales. Seller and Buyer hereby waive compliance by the other with bulk sales Legal Requirements applicable to the transactions contemplated hereby.

6.10 Risk of Loss. The risk of any loss, damage, impairment, confiscation or condemnation of any of the tangible Assets shall be borne by Seller at all times prior to Closing.

(a) In the event that any such loss or damage occurring prior to Closing shall be sufficiently substantial so that any representation or warranty of Seller shall not to be true and correct in all material respects at Closing (after giving consideration to any repairs, restoration or replacement to occur prior to Closing), Seller shall promptly notify Buyer in writing of the circumstances, and Buyer, at any time within ten (10) days after receipt of such notice, may elect by written notice to Seller either to (i) proceed toward consummation of the transactions contemplated by this Agreement in accordance with the terms hereof, and subject to the occurrence of Closing, complete the restoration and replacement of the Assets after Closing, in which event Seller shall deliver to Buyer all insurance proceeds received in connection with such damage, destruction or other event, or (ii) terminate this Agreement. If Buyer elects to so

terminate this Agreement, Buyer and Seller shall stand fully released and discharged of any and all other obligations hereunder.

(b) If prior to Closing, a Station is off the air or operating at a power level that results in a material reduction in coverage (a “Broadcast Interruption”), then Seller shall use commercially reasonable efforts to return such Station to the air and restore prior coverage as promptly as possible in the ordinary course of business. Notwithstanding anything herein to the contrary, if prior to Closing there is a Broadcast Interruption in excess of 24 hours, then Buyer may, if applicable, postpone Closing until the date five (5) Business Days after such Station returns to the air and prior coverage is restored in all material respects.

6.11 Real Property Leases. Seller shall use commercially reasonable efforts prior to Closing to obtain executed versions of estoppel certificates from the landlords under the Real Property leases and in a form reasonably acceptable to Buyer. Seller shall use commercially reasonable efforts to assist Buyer in obtaining from the landlords under the Real Property leases prior to Closing any landlord waivers and consents to any leasehold mortgages reasonably required by Buyer.

6.12 Title Insurance; Survey. Buyer may obtain, at its sole option and expense, and Seller shall grant Buyer access to obtain (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 leased Real Property (collectively the “Title Commitments”), and (b) an ALTA survey on each parcel of Real Property (the “Surveys”); provided, however, that Seller shall provide Buyer with any existing Title Commitments and Surveys in its possession. The Title Commitments will evidence a commitment to issue an ALTA title insurance policy insuring good, marketable and indefeasible fee simple (or leasehold, if applicable) title to each parcel of the Real Property contemplated above for such amount as Buyer directs and will contain no exceptions except for Assumed Liabilities or Permitted Liens. Seller shall reasonably cooperate with Buyer in obtaining such Title Commitments and Surveys (including by providing customary representations and affidavits to Buyer’s title company). If the Title Commitments or Surveys reveal any Lien on the title, other than Assumed Liabilities or Permitted Liens, Buyer may notify Seller in writing of such objectionable matter as soon as Buyer determines that such matter is not an Assumed Liability or Permitted Lien, and Seller shall remove such objectionable matter as required pursuant to the terms of this Agreement.

6.13 Environmental Audit. Buyer may, at its option and expense, retain an environmental consultant to be selected by Buyer to perform a Phase I environmental survey of the properties of the Station. If the survey discloses any material environmental hazard or material possibility of future liability for environmental damages or clean-up costs, Buyer shall so notify Seller as soon as practicable, and, Buyer, at its sole option, may elect to terminate this Agreement.

6.14 Engineering Study. Buyer may, at its option and expense, retain an engineering firm to conduct a proof of performance study of the Station and to prepare a report on the Station’s compliance with customary engineering practices and applicable FCC rules, regulations, prescribed practices, and technical standards. If the survey discloses any material deficiencies in the operations or equipment of the Station, Buyer shall so notify Seller as soon as practicable.

6.15 Noncompetition and Nonsolicitation. Seller covenants and agrees, for itself and its Affiliates, for a period set forth below following the Closing Date, subject to the consummation of the Closing, as follows:

(a) Noncompetition. For a period of five (5) years, neither Seller nor any Affiliate of Seller will, without prior written consent of Buyer, directly or indirectly, own, manage, operate, join, control, or engage or participate in the ownership, management, operation, or control of, or be connected as a shareholder, agent, partner, joint venturer, or otherwise with, any television broadcast station located within the designated market area of any Station.

(b) Nonsolicitation. For a period of two (2) years, neither Seller nor any Affiliate of Seller will, without prior written consent of Buyer, directly or indirectly, for itself or on behalf of any other Person, hire or solicit any Employee who at the time of solicitation is known by Seller or such Affiliate to be an employee of Buyer at a Station, or induce or attempt to induce through any form of direct communication any such employee to leave his or her employment with Buyer; provided, however, that this provision shall not prohibit Seller or any Affiliate from making a general public solicitation or a general industry-wide solicitation for employment, or from hiring any of the Employees who respond to such a solicitation.

6.16 Further Assurances. On and after the Closing Date, the Parties will take all appropriate and commercially reasonable actions and execute all documents, instruments or conveyances of any kind that may be reasonably necessary or advisable to put Buyer in possession and operating control of the Assets and the Station, or to otherwise carry out any of the provisions hereof.

6.17 Replacement Contracts. After the execution of this Agreement, the parties shall make appropriate requests and shall use commercially reasonable efforts to obtain reasonably comparable replacement or separated contracts that on the same terms provide the same rights and obligations as currently available under the contracts listed on Schedule 6.17 for the benefit of Buyer and the Station (each, a “Replacement Contract”). Buyer, on the one hand, and Seller, on the other hand, shall each be responsible for and pay one-half (1/2) of all ordinary course administrative or processing fees imposed by any Person as a condition to processing any Replacement Contract requests (it being agreed and understood, however, that neither Buyer nor Seller shall be required to pay any Consent or other fees in connection therewith, other than their respective shares of any such administrative or processing fees).

## SECTION 7: CONDITIONS PRECEDENT TO OBLIGATION OF SELLER TO CLOSE

The obligations of Seller to sell the Assets and to otherwise consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, on or prior to the Closing Date, of each of the following conditions:

7.1 Representations, Warranties and Covenants. All representations and warranties of Buyer contained in this Agreement shall be true, correct and complete at and as of the date hereof and the Closing Date as if such representations and warranties were made at and as of the date hereof and the Closing Date except for (i) any inaccuracy in any such representation and warranties of Buyer that could not reasonably be expected to have a Material Adverse Effect on

Buyer's ability to consummate the transactions contemplated by this Agreement, (ii) any such representation or warranty of Buyer that is expressly stated only as of a specified earlier date, in which case such representation or warranty shall be true as of such earlier date, or (iii) changes in any representation or warranty as a result of any act or omission of Seller. Buyer shall have performed in all material respects all agreements and covenants required hereby to be performed by Buyer prior to or on the Closing Date, except to the extent such noncompliance results from any act or omission of Seller or its agents.

7.2 Closing Deliveries. Seller shall have received from Buyer the documents and other items to be delivered to Seller by Buyer pursuant to Section 9.3 of this Agreement.

7.3 FCC Consent. The FCC Consent shall have been granted, and no action shall have been taken by the FCC or other Governmental Authority that is pending as of the Closing Date with respect to the FCC Consent that makes illegal, restrains or prohibits the consummation of the transactions contemplated hereby.

7.4 No Injunction. No Legal Requirement shall have been promulgated, enacted, entered or enforced, and no other action in any court proceeding shall have been taken, by any Governmental Authority that has the effect of making illegal or of restraining or prohibiting the consummation of the transactions contemplated hereby.

#### SECTION 8: CONDITIONS PRECEDENT TO OBLIGATION OF BUYER TO CLOSE

The obligations of Buyer to purchase the Assets and to otherwise consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver, on or prior to the Closing Date, of each of the following conditions:

8.1 Representations, Warranties and Covenants. All representations and warranties of Seller contained in this Agreement shall be true, correct and complete in all material respects at and as of the date hereof and the Closing Date as if such representations and warranties were made at and as of the date hereof and the Closing Date except for (i) any representation or warranty that is expressly stated only as of a specified earlier date, in which case such representation or warranty shall be true as of such earlier date, or (ii) changes in any representation or warranty as a result of any act or omission of Buyer. Seller shall have performed all agreements and covenants required hereby to be performed by Seller prior to or on the Closing Date, except to the extent such noncompliance results from any act or omission of Buyer or its agents.

8.2 Closing Deliveries. Buyer shall have received from Seller the documents and other items to be delivered by Seller pursuant to Section 9.2 of this Agreement.

8.3 FCC Consent. The FCC Consent shall have been granted without the imposition on Buyer of any conditions that need not be accepted or complied with by Buyer under this Agreement and shall have become a Final Order, and no action shall have been taken by the FCC or other Governmental Authority that is pending as of the Closing Date with respect to the FCC Consent or Final Order that makes illegal, restrains or prohibits the consummation of the transactions contemplated hereby.

8.4 Required Consents. Each Consent that is designated by Buyer and Seller on Schedule 3.3 as being a “Required Consent” shall have been obtained without any adverse change in the terms or conditions of each Contract to which such Consent relates from those in effect on the date hereof. Each Replacement Contract that is designated by Buyer and Seller on Schedule 6.17 with an asterisk shall have been obtained.

8.5 Material Adverse Effect. Since the date of the most recent balance sheet included in the Financial Statements, no Material Adverse Effect has occurred.

8.6 No Injunction. No Legal Requirement shall have been promulgated, enacted, entered or enforced, and no other action in any court proceeding shall have been taken, by any Governmental Authority that has the effect of making illegal or of restraining or prohibiting the consummation of the transactions contemplated hereby.

## SECTION 9: THE CLOSING

9.1 The Closing. On the Closing Date and by electronic exchange of the materials to be delivered at the Closing or at such place as the Parties may mutually agree upon, Seller shall make such deliveries as are set forth in Section 9.2, and Buyer shall make such deliveries as are set forth in Section 9.3. All transactions at the Closing are deemed to have taken place simultaneously and no transaction shall be deemed to have been completed, nor shall any document be deemed to have been delivered, until all transactions shall have been completed and all documents delivered.

9.2 Deliveries by Seller to Buyer. Seller shall deliver to Buyer:

(a) One or more deeds, bills of sale, assignments and other appropriate instruments of conveyance transferring to Buyer all of the Assets free and clear of all Liens, other than Permitted Liens, which instruments shall be in form and substance reasonably satisfactory to Buyer and Seller, along with evidence reasonably satisfactory to Buyer of the payment and satisfaction of all Liens, other than Permitted Liens, including a payoff letter reasonably satisfactory to Buyer, executed by any holder of Liens to be released, and duly executed UCC-3 termination statements, mortgage releases and such other release and termination instruments as Buyer shall reasonably request, in each case, duly executed by Seller or the applicable signatory;

(b) affidavits of non-foreign status of Seller that comply with Section 1445 of the Code, duly executed by Seller;

(c) A copy of each instrument evidencing the Required Consents and any other Consent that shall have been obtained prior to Closing;

(d) A copy of the resolutions of the governing body of Seller approving the transactions contemplated by this Agreement;

(e) A certificate signed by an officer of Seller attesting to Seller’s fulfillment of the conditions set forth in Section 8.1 and Section 8.5;

(f) Estoppel certificates of the lessors of all leasehold and subleasehold interests, as applicable, included in the Real Property and which are designated on Schedule 3.5 as being required for Closing;

(g) good standing certificates issued by the Secretary of State of Seller's jurisdiction of formation and each of the jurisdictions in which Seller is required by applicable Legal Requirement to be qualified as a result of its operation of the Station;

(h) a non-competition agreement, duly executed by the CEO of Seller, pursuant to which such individual agrees to be subject to the provisions of Section 6.15, *mutatis mutandis*;

(i) Such other documents reasonably requested by Buyer to give effect to the transactions contemplated by this Agreement.

9.3 Deliveries by Buyer to Seller. Buyer shall deliver to Seller:

(a) The Closing Cash Payment;

(b) One or more appropriate assumption agreements whereby Buyer assumes and agrees to perform the Assumed Liabilities in form and substance reasonably satisfactory to Seller;

(c) A copy of the resolutions of Buyer approving the transactions contemplated by this Agreement;

(d) A certificate signed by an officer of Buyer attesting to Buyer's fulfillment of the conditions set forth in Section 7.1; and

(e) Such other documents reasonably requested by Seller to give effect to the transactions contemplated by this Agreement.

## SECTION 10: INDEMNIFICATION

10.1 Survival. All representations and warranties of the Parties contained in this Agreement (or in any document delivered in connection herewith) shall be deemed to have been made on the date of this Agreement and on the Closing Date, shall be deemed to be material and to have been relied upon by the Parties notwithstanding any investigation made by the Parties or notice or information delivered to or acquired by the Parties, shall be deemed continuing representations and warranties, and shall survive the Closing and shall remain operative and in full force and effect for a period of fifteen (15) months after the Closing, *provided, however*, that the representations and warranties set forth in Sections 3.2 and 4.2 shall survive indefinitely and the representations and warranties set forth in Sections 3.4, 3.10(b), 3.12, 3.16, 3.19 and 3.20 shall survive until the expiration of the applicable statute of limitations (such Sections, collectively, the "Excluded Representations"). All covenants and agreements of the Parties contained in this Agreement, to the extent to be performed in whole prior to the Closing, shall survive the Closing for a period of fifteen (15) months. (The applicable period of such survival of each Party's representations or warranties and covenants or agreements subsequent to Closing is referred to as the "Indemnity Period.") All covenants and agreements of the Parties contained



in this Agreement to be performed in whole or in part after the Closing shall survive until such covenants and agreements are performed and discharged in full.

10.2 Seller's Indemnity. Following Closing, Seller shall indemnify and hold harmless Buyer and its Affiliates and each of their respective stockholders, partners, members, officers, directors, employees, agents, other representatives and successors and assigns (each a "Buyer Indemnified Party") and collectively the "Buyer Indemnified Parties") from and against any and all demands, losses, Liabilities, Actions, assessments, damages, fines, Taxes, penalties, reasonable costs and expenses (including reasonable expenses of investigation, and reasonable fees and disbursements of counsel, accountants and other experts incident to the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof or in enforcing this indemnity) (collectively, "Losses") incurred or suffered by a Buyer Indemnified Party, arising out of, resulting from or relating to:

(a) Any breach of any of the representations or warranties made by Seller in this Agreement or in any certificate, document or instrument delivered by Seller under this Agreement;

(b) Any failure by Seller to perform any of its covenants or agreements contained in this Agreement; or

(c) The Non-Assumed Liabilities.

10.3 Buyer's Indemnity. Following Closing, Buyer shall indemnify and hold harmless Seller and its Affiliates and each of their respective stockholders, partners, members, officers, directors, employees, agents, other representatives and successors and assigns (each a "Seller Indemnified Party") and collectively the "Seller Indemnified Parties") from and against any and all Losses (including reasonable expenses of investigation, and reasonable fees and disbursements of counsel, accountants and other experts incident to the foregoing or incurred in investigating or attempting to avoid the same or to oppose the imposition thereof or in enforcing this indemnity) incurred or suffered by a Seller Indemnified Party, arising out of, resulting from or relating to:

(a) Any breach of any of the representations or warranties made by Buyer in this Agreement or in any certificate, document or instrument delivered by Buyer under this Agreement;

(b) Any failure by Buyer to perform any of its covenants or agreements contained in this Agreement; or

(c) The Assumed Liabilities.

10.4 Procedures. In the event that any Party hereto shall sustain or incur any Losses in respect of which indemnification may be sought by such Party pursuant to this Section 10, the Party seeking such indemnification (the "Claimant") shall assert a claim for indemnification by giving prompt written notice thereof (a "Claim Notice") which shall describe in reasonable detail the facts and circumstances upon which the asserted claim for indemnification is based, along with a copy of any claim or complaint, if applicable, to the Party providing indemnification (the

“Indemnitor”). For purposes of this paragraph, any Claim Notice that is sent within fifteen (15) days of the date upon which the Claimant actually learned of such Loss shall be deemed to have been “prompt notice”; *provided* that failure of the Claimant to give the Indemnitor prompt notice as provided herein shall not relieve the Indemnitor of any of its obligations hereunder except to the extent that the Indemnitor is materially prejudiced by such failure.

(a) Upon the receipt of such Claim Notice, the Indemnitor shall have the right to undertake (at its own expense), by counsel or representatives of its own choosing, the good faith defense, compromise or settlement to be undertaken on behalf of the Claimant and shall keep the Claimant reasonably informed with respect thereto. Indemnity for such Losses shall not be deemed an admission of liability on the part of the Indemnitor as against any such Person. If the Indemnitor elects to undertake such defense by its own counsel or representatives, the Indemnitor shall give notice to the Claimant within thirty (30) days of its receipt of the Claim Notice. Notwithstanding the foregoing, the Indemnitor may not assume or control the defense if the named parties to the action giving rise to the Claim Notice (including any impleaded parties) include both the Indemnitor and the Claimant and representation of both Parties by the same counsel would be inappropriate (based on a written opinion of outside counsel) due to actual or potential differing interests between them, in which case the Claimant shall have the right to defend the action and to employ counsel reasonably approved by the Indemnitor, and, to the extent the matter is determined to be subject to indemnification hereunder, the Indemnitor shall reimburse the Claimant for all reasonable costs associated with such defense.

(b) The Claimant shall cooperate with the Indemnitor in such defense, at its own expense, and provide the Indemnitor with all information and assistance reasonably necessary to permit the Indemnitor to settle and/or defend any such claim. Except as otherwise provided in the last sentence of Section 10.4(a) or in Section 10.4(c), the Claimant may retain counsel (at the Claimant’s expense) to monitor or participate in the defense of such claim. The Indemnitor shall not have the right to settle or compromise any such claim without the prior written consent of Claimant unless such settlement (i) includes as an unconditional term thereof the delivery by the claimant or plaintiff to the Claimant of a release from all liability in respect of such claim or litigation, and (ii) does not attribute by its terms any non-indemnified liability to the Claimant.

(c) If an Indemnitor fails, within thirty (30) days after the date of the Claim Notice to give notice to the Claimant of such Indemnitor’s election to assume the defense thereof, the Indemnitor shall be bound by any determination made in such action or any compromise or settlement thereof effected by the Claimant and shall reimburse the Claimant for all Losses (including reasonable attorney’s fees) incurred by the Claimant; *provided, however*, that the Claimant shall keep the Indemnitor advised on a timely basis of significant developments with respect to such defense and permit the Indemnitor to participate, at its own election and expense, at any time, in the defense thereof.

**10.5 Qualifications and Limitations.** Notwithstanding any provision contained in this Agreement to the contrary, the Indemnitor’s obligations to indemnify the Claimant pursuant to Sections 10.2(a) or 10.3(a) shall be subject to the following qualifications and limitations:

(a) The indemnity rights of Buyer under Section 10.2(a) or of Seller under Section 10.3(a), as Claimant, with respect to any breach of a representation or warranty by the

other Party as Indemnitor expire upon the expiration of the Indemnity Period except with respect to any claim for indemnification for which a Claim Notice shall have been given prior to the expiration of the Indemnity Period, which shall survive until the applicable claim is finally resolved.

(b) For the purpose of determining Losses and for determining whether a breach has occurred with respect to any representation or warranty contained in Section 3 or Section 4 of this Agreement any exception for “Material Adverse Effect” and any qualification by “in all material respects,” “knowledge,” or “to the knowledge” in any representation or warranty shall be disregarded as if such representation or warranty did not contain such exception or qualification, and the phrase “material breach” or “material default” in any representation or warranty shall be read as if the word “material” were not present therein. The rights of the Buyer to indemnification or any other remedy under this Agreement shall not be impacted or limited by any knowledge that the Buyer may have acquired, or could have acquired, whether before or after the Closing, nor by any investigation or diligence by the Buyer. The Seller hereby acknowledge that, regardless of any investigation made (or not made) by or on behalf of the Buyer, and regardless of the results of any such investigation, the Buyer has entered into this transaction in express reliance upon the representations and warranties of the Seller made in this Agreement.

(c) Neither Party shall be entitled to assert a claim for indemnification from the other Party under the provisions of Section 10.2(a) or Section 10.3(a) until such time as the damages subject to indemnification exceed, in the aggregate, Five Thousand Dollars (\$5,000) (the “Basket”), after which point the Party claiming indemnification will be entitled to payment for all damages subject to indemnification, including the amounts comprising the Basket; provided that such limitation shall not apply to any Losses arising from the breach of any Excluded Representation or fraud. Further, any and all indemnification obligations of either Party under the provisions of Section 10.2(a) or Section 10.3(a) (other than the Excluded Representations) shall not exceed the sum of Eighty Thousand Dollars (\$80,000), and the indemnification obligations of either Party with respect to the Excluded Representations shall not exceed the Cash Closing Payment; provided, that such limitation shall not apply to any Losses arising from fraud.

## SECTION 11: TERMINATION

11.1 Termination by Seller. This Agreement may be terminated by Seller and the purchase and sale of the Station abandoned, upon written notice to Buyer, upon the occurrence of any of the following:

(a) Conditions. Provided that Seller are not then in material default under this Agreement, subject to Section 11.3 and any applicable cure period set forth in Section 6.4, if Buyer is in material breach or default of this Agreement or if on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Seller set forth in Section 7 has not been satisfied or waived in writing by Seller.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any Judgment that would prevent or make unlawful the Closing.

(c) Failure to Close. If the Closing shall not have occurred within twelve (12) months of the execution of this Agreement or if the Closing has not taken place within six (6) months from date hereof if the FCC has denied or failed to grant the Assignment Application and Seller's regulatory counsel reasonably has determined that such denial or failure to grant results from the FCC's determination that either Buyer or its principals are not qualified to hold or convey the FCC Licenses for one or both stations.

11.2 Termination by Buyer. This Agreement may be terminated by Buyer and the purchase and sale of the Station abandoned, upon written notice to Seller, upon the occurrence of any of the following:

(a) Breach and Conditions. Provided that Buyer is not then in material default under this Agreement, subject to Section 11.3 and any applicable cure period set forth in Section 6.4, if Seller is in material breach or default of this Agreement or if on the date that would otherwise be the Closing Date, any of the conditions precedent to the obligations of Buyer set forth in Section 8 has not been satisfied or waived in writing by Buyer.

(b) Judgments. If there shall be in effect on the date that would otherwise be the Closing Date any Judgment that would prevent or make unlawful the Closing.

(c) Failure to Close. If the Closing shall not have occurred within twelve (12) months of the execution of this Agreement or if the Closing has not taken place within six (6) months from date hereof if the FCC has denied or failed to grant the Assignment Application and Buyer's regulatory counsel reasonably has determined that such denial or failure to grant results from the FCC's determination that Seller or its principals are not qualified to hold or convey the FCC Licenses for one or both stations.

(d) Environmental. Buyer making its elections pursuant to Section 6.13.

11.3 Effect of Termination. Upon termination: (i) if neither Party hereto is in material breach of any provision of this Agreement, the Parties hereto shall not have any further liability to each other; (ii) if Seller shall be in material breach of any provision of this Agreement, Buyer shall have the rights and remedies provided in Section 11.4 and Section 11.5 or otherwise available at law or equity; or (iii) if Buyer shall be in material breach of any provision of this Agreement, to the extent applicable, Seller shall have all rights and remedies provided Section 11.5 and Section 11.7 only.

11.4 Specific Performance. The Parties recognize that if Seller refuses to perform under the provisions of this Agreement or otherwise breaches its obligation to consummate this Agreement, monetary damages alone would not be adequate to compensate Buyer for its injury. Buyer shall therefore be entitled, in addition to any other remedies that may be available, to obtain specific performance of the terms of this Agreement. If any action is brought by Buyer to enforce this Agreement, Seller shall waive the defense that there is an adequate remedy at law.

11.5 Attorneys' Fees. In the event of a default by either Party that results in a lawsuit or other proceeding for any remedy available under this Agreement, the prevailing Party shall be entitled to reimbursement from the other Party of its reasonable legal fees and expenses (whether incurred in arbitration, at trial, or on appeal).

11.6 Surviving Obligations. The rights and obligations of the Parties described in Sections 6.5, 6.6 and 12, and this Section 11 shall survive any termination.

## SECTION 12: MISCELLANEOUS

12.1 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (i) in writing, may be sent by telecopy (with automatic machine confirmation), delivered by personal delivery, or sent by commercial delivery service or certified mail, return receipt requested, (ii) deemed to have been given on the date of actual receipt, which may be conclusively evidenced by the date set forth in the records of any commercial delivery service or on the return receipt, and (iii) addressed to the recipient at the address specified below, or with respect to any Party, to any other address that such Party may from time to time designate in a writing delivered in accordance with this Section 12.1:

If to Buyer:

Gray Television Group, Inc.  
4370 Peachtree Rd NE  
Atlanta, GA 30319  
Attention: General Counsel  
Fax: 202-747-7791

If to Seller:

Rocky Mountain Broadcasting Company  
Attn: Stanley P. Cyphers  
455 Capitol Mall, Suite 210  
Sacramento, California 95814  
Fax: \_\_\_\_\_

12.2 Expenses. Seller shall be solely responsible for any sales and transfer Taxes, recording and transfer fees arising from the purchase and sale of the Assets pursuant to this Agreement. Buyer and Seller shall share equally and be responsible for (i) any fees associated with filing the Assignment Application for the FCC Consent and (ii) any other filing or similar fees relating to applications for Consent required from any Governmental Authority. Except as otherwise provided in this Agreement, Seller and Buyer shall each be liable for its own fees and expenses incurred in connection with the negotiation, preparation, execution or performance of this Agreement and the consummation of the transactions contemplated herein.

12.3 Choice of Law; Jurisdiction. This Agreement shall be construed, interpreted and the rights of the Parties determined in accordance with the laws of the State of Delaware, without giving effect to the conflicts of law principles of such state. All causes of action arising out of or relating to this Agreement to the extent brought by Buyer or Seller shall be heard and determined exclusively in the courts of the State of Montana, or of the United States of America for the District of Montana.

12.4 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by Seller or Buyer without the prior written consent of the other

Parties hereto, except that Buyer may assign its rights and obligations under this Agreement to any of its Affiliates or any other Person; provided, that, Buyer shall remain liable for the full payment of the Purchase Price hereunder. Additionally, Buyer may collaterally assign all or any of its rights under this Agreement to its senior secured lenders or an agent on their behalf from time to time. Upon written notice by such lenders or agent to the other Party hereto, such lenders or agent shall be entitled to exercise any and all rights of Buyer hereunder. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, and no other person shall have any right, benefit or obligation hereunder.

12.5 Entire Agreement. This Agreement, the other Transaction Documents, all schedules hereto, and all documents and certificates to be delivered by the Parties pursuant hereto, collectively represent the entire understanding and agreement between the Parties hereto with respect to the subject matter of this Agreement. All schedules attached to this Agreement shall be deemed part of this Agreement and are incorporated herein, where applicable, as if fully set forth herein. This Agreement supersedes all prior negotiations, letters of intent or other writings between the Parties and their respective representatives with respect to the subject matter hereof and cannot be amended, supplemented, or modified except by an agreement in writing that makes specific reference to this Agreement or an agreement delivered pursuant hereto, as the case may be, and which is signed by each Party hereto.

12.6 Waivers 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 compliance as set forth in this Section.

12.7 Severability. In the event that any one or more of the provisions contained in this Agreement or the other Transaction Documents or in any other instrument referred to herein, shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or any other such instrument and this Agreement and the other Transaction Documents shall be construed in a manner that, as nearly as possible, reflects the original intent of the Parties, except that if such invalidity or unenforceability should change the basic economic positions of the Parties, they shall negotiate in good faith such changes in other terms as shall be practicable in order to restore them to their prior positions. In the event that the FCC alters or modifies its rules or policies in a fashion which would raise substantial and material questions as to the validity of any provision of this Agreement or the other Transaction Documents, the Parties shall negotiate in good faith to revise any such provision of this Agreement and the other Transaction Documents in an effort to comply with all applicable FCC Legal Requirements, while attempting to preserve the intent of the Parties as embodied in the provisions of this Agreement and the other Transaction Documents.

12.8 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against any Party by virtue of its role or its counsel's role in the drafting hereof.

12.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

*[END OF PAGE. SIGNATURES FOLLOW.]*

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first above written.

**GRAY TELEVISION GROUP, INC.**

A handwritten signature in black ink, appearing to read "Kevin P. Latek", written over a horizontal line.

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

Name: Kevin P. Latek

Title: Senior Vice President

**ROCKY MOUNTAIN BROADCASTING  
COMPANY**

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

Name:

Title:



IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date first above written.

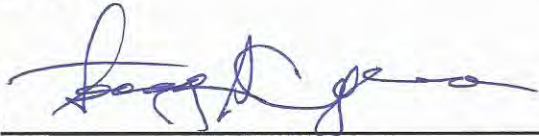
**GRAY TELEVISION GROUP, INC.**

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

Name: Kevin P. Latek

Title: Senior Vice President

**ROCKY MOUNTAIN BROADCASTING  
COMPANY**

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

Name: STANLEY P. CYPHERS

Title: EXECUTIVE VICE PRESIDENT

## ASSIGNMENT OF FCC LICENSES

The undersigned, GRAY TELEVISION GROUP, INC. ("GTGI"), is a party to an Asset Purchase Agreement (the "Purchase Agreement") dated May 5, 2014, with Rocky Mountain Broadcasting Company ("RMB"), pursuant to which GTGI has agreed to acquire from RMB substantially all of the assets of television station KTVH-DT, Helena, Montana. GTGI, for and in consideration of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby assign to Gray Television Licensee, LLC (an Affiliate of GTGI), all of GTGI's rights under the Purchase Agreement with respect to the FCC Licenses, including without limitation the right to be the assignee of the FCC Licenses at the Closing.

Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Purchase Agreement.

IN WITNESS WHEREOF, GRAY TELEVISION GROUP, INC. has caused this Assignment of FCC Licenses to be executed as of this May 6, 2014.

GRAY TELEVISION GROUP, INC.

By: 

Name: Kevin P. Latek

Title: Secretary