

AMENDMENT NO. 1 TO THE PURCHASE AGREEMENT

THIS AMENDMENT NO. 1 TO THE PURCHASE AGREEMENT (this "Amendment") is made as of June 26, 2019, by and among Cox Enterprises, Inc., a Delaware corporation ("Parent"), Cox Media Group, LLC, a Delaware limited liability company ("CMG"), Cox Media Group Ohio, Inc., a Delaware corporation ("Cox Ohio"), Cox Radio, Inc., a Delaware corporation ("Cox Radio" and, together with Parent, CMG and Cox Ohio, each, a "Seller" and collectively, the "Sellers"), on the one hand, and Terrier Media Buyer, Inc., a Delaware corporation ("Buyer"), on the other hand. For the purposes of this Amendment, Buyer and Sellers each may be referred to as a "Party" and together as the "Parties."

WITNESSETH:

WHEREAS, on February 14, 2019, the Parties entered into a Purchase Agreement (the "TV Agreement"; terms used herein but not otherwise defined shall have the meanings set forth in the TV Agreement);

WHEREAS, pursuant to Section 11.6 of the TV Agreement, any term of the TV Agreement may be amended or modified with the written consent of the Parties; and

WHEREAS, the Parties now desire to amend certain terms and provisions contained in the TV Agreement pertaining to financing as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree to the following:

1. Amendments. The Parties hereby acknowledge and agree to the following:

(a) The TV Agreement's definition of "Required Financing Information" shall for all purposes under the TV Agreement be deemed to include the information required by the definition of "Required Financing Information" set forth in that certain Stock Purchase Agreement (the "Other Agreement") dated as of June 26, 2019, by and among Parent, CMG, Cox Ohio, Cox Radio, and Buyer.

(b) For all purposes of the definitions of "Compliant" and "Marketing Period" under the TV Agreement, the TV Agreement's definition of "Acquired Business" shall be deemed to include the Station Business (as defined in the Other Agreement).

(c) The "Marketing Period" in the TV Agreement may not begin prior to September 3, 2019.

(d) The amendment and restatement of the Debt Commitment Letter on the date hereof is hereby expressly consented to by the Sellers.

(e) In the event that the conditions set forth in Article 6 and Article 7 of the TV Agreement (other than those conditions that are to be satisfied by actions taken at the closing

of the Transactions, but subject to the satisfaction or waiver of such conditions at the closing of the Transactions) have been satisfied (or, to the extent permitted, waived by the Parties entitled to the benefits thereof), upon two (2) Business Days prior written notice to Seller, the closing of the Transactions shall be delayed until the date that is the earlier of (i) a date determined by Buyer, in its sole discretion (provided Buyer shall give Seller five (5) Business Days prior written notice of such date) and (ii) the Closing Date under the Other Agreement.

(f) In the event that the Outside Date under the Other Agreement has been extended in accordance with the terms of Section 10.1(d) of the Other Agreement and the Transactions have not been consummated, then the Outside Date under the TV Agreement shall be deemed to have been extended by the same number of days.

(g) Neither the execution and delivery of the Other Agreement nor the approval of Buyer's petition for a Declaratory Ruling under 47 U.S.C. 310(b)(4) by Parent and/or any Affiliates of Parent (nor any actions or inactions taken or not taken by Parent and/or any Affiliates of Parent in connection with the foregoing) shall be construed as a waiver of any breach, or remedy with respect thereto, that has arisen or may arise under the TV Agreement, and Parent and its Affiliates reserve all rights with respect to any such breach and/or remedy. Notwithstanding anything herein to the contrary, if the Other Agreement is terminated in accordance with Section 10.1 thereof and the Transactions (as defined in the Other Agreement) are no longer probable, then upon such termination: (i) the TV Agreement's definition of "Required Financing Information" shall no longer be deemed to include the information required by the definition of "Required Financing Information" in the Other Agreement; (ii) subject to Section 1(c) above, to the extent the "Marketing Period" would have at such time commenced under the TV Agreement, the "Marketing Period" under the TV Agreement shall be deemed not to have commenced and shall commence on the date that the Other Agreement is terminated, subject to the other requirements for the Marketing Period to commence and run under the TV Agreement; (iii) the definition of "Acquired Business" shall for all purposes of the definitions of "Compliant" and "Marketing Period" no longer to be deemed to include the Station Business; and (iv) Section 1(e) hereof shall be void and shall no longer be in full force and effect.

(h) The definition of "Excluded Liabilities" in the TV Agreement is hereby amended by deleting the phrase "(except for the Employee Plans set forth on Schedule 2.13(a)(i))" where it appears in clause (e) thereof, and replacing it with the phrase "(except for the Employee Plans set forth on Schedule 2.13(a)(ii))".

2. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Delaware, without giving effect to the principles of conflicts of law thereof.

3. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same instrument.

4. Survival. Except as specifically provided herein, nothing herein shall be deemed to constitute an amendment, modification, waiver or termination of any of the other terms set

forth in the TV Agreement, which shall remain in full force and effect, and constitute the valid, binding and enforceable obligations of the parties thereto in accordance therewith.

5. Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Amendment shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Amendment, express or implied, is intended to confer upon any party, other than the parties hereto or their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Amendment, except as expressly provided in this Amendment.

6. Effectiveness. This Amendment shall become effective immediately upon the execution of this Amendment by the Parties hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date set forth above.

SELLERS:

COX ENTERPRISES, INC.

By: 

Name: Dallas Clement
Title: Executive Vice President

COX MEDIA GROUP, LLC

By: 

Name: Mary Vickers
Title: Vice President

COX MEDIA GROUP OHIO, INC.

By: 

Name: Mary Vickers
Title: Vice President

COX RADIO, INC.

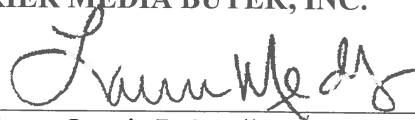
By: 

Name: Mary Vickers
Title: Vice President

BUYER:

TERRIER MEDIA BUYER, INC.

By:

A handwritten signature in black ink, appearing to read "Laurie Medley", written over a horizontal line.

Name: Laurie D. Medley

Title: Vice President